COUNTY OF SANTA CLARA, CALIFORNIA

REQUEST FOR PROPOSAL RFP-PHD-FY12-0020

FOR

WOMEN, INFANTS, AND CHILDREN (WIC)
PEER COUNSELING BREASTFEEDING PROJECT

OF THE COUNTY OF SANTA CLARA AND ITS RELATED ENTITIES

(OCTOBER 1, 2011 - SEPTEMBER 30, 2012)

RFP RELEASED: AUGUST 4, 2011

PROPOSALS DUE: AUGUST 26, 2011 BY 3:00 P.M. PACIFIC TIME ZONE (PT)

PUBLIC HEALTH DEPARTMENT
976 LENZEN AVENUE, 2ND FLOOR
SAN JOSE, CA 95126

CONTACT: ROYA ROUSTA
408-792-5108
ROYA.ROUSTA@PHD.SCCGOV.ORG
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The vision of the County of Santa Clara Public Health Department is to create a healthy community for all people to live, work and play.

I. INTRODUCTION

A. INVITATION/OVERVIEW

The mission of Santa Clara County (County) Public Health Department (PHD) is to prevent disease and injury and create environments that promote and protect the community’s health.

The Santa Clara County Public Health Department is pleased to announce funding for the WIC Program that supports peer counseling to pregnant and early breastfeeding mothers. This one-year grant funded by the California State WIC Division will allow maintenance of services at seven WIC sites.

The County PHD is seeking proposals from qualified community based organizations to provide peer counseling and support to pregnant and early breastfeeding mothers using the Parent Education model to improve breastfeeding rates among Women Infants Children (WIC) participants.

This RFP contains instructions for completing a proposal response, and background information on program goals and strategies, and funding restrictions. It also outlines reporting requirements the successful Offeror must meet once an award has been made.

This RFP will result in a single award in the form of a contract. The anticipated term of the contract is October 1, 2011 through September 30, 2012 with the option to renew for two additional one-year terms, unless terminated earlier or otherwise amended.

B. BACKGROUND

1. COUNTY OF SANTA CLARA

The County of Santa Clara is the fourth most populous county in California, with a resident population of 1.7 million and workforce influx that brings the daytime population to approximately 2.2 million. The County’s 1,312 square miles includes 15 municipalities and numerous special districts, as well as the metropolitan high technology area known worldwide as “Silicon Valley.”
2. **PUBLIC HEALTH DEPARTMENT**

The Public Health Department is focused on protecting and improving the health of everyone who lives and works in the County by:

- Promoting healthy lifestyles for individuals and families.
- Preventing disease, disability, and premature death and reducing or eliminating health disparities.
- Protecting the public from unhealthy and unsafe environments.
- Preparing for, and responding to, public health emergencies.
- Producing and sharing data to inform and evaluate public health status, strategies, and programs.

The Public Health Department’s mission is accomplished through its programs and services, leadership, and collaboration with healthcare providers and its many community partners.

3. **WIC PROGRAM**

The purpose of the WIC program is to prevent health problems for women through proper nutrition and healthy behaviors, and to improve the health status of infants and children during critical times of growth and development. The program has approximately a caseload of 22,600 clients per month. The WIC program provides nutrition education; assures medical and nutritional assessment of eligible participants; issues food vouchers for pregnant women, lactating/postpartum women, and infants/children less than five years of age with medical and/or nutritional risks.

In 2004 California WIC Program received additional funds from United States Department of Agriculture (USDA) to implement Breastfeeding Peer Counselor (BPC) programs at local agencies. Research had identified improving exclusive breastfeeding rates as a strategy to reduce the prevalence of childhood obesity and diabetes and that peer counseling is an important factor in improving the initiation and duration of breastfeeding. The Santa Clara County WIC Program was one of the first agencies awarded funds to establish a BPC program at three WIC sites. By 2010 Peer Counselor (PC) services had expanded to all of the seven WIC sites. PC services provide anticipatory guidance to pregnant women and one-on-one education and support to breastfeeding women and their families. WIC moms are called by the PC to offer support and encouragement after delivery and during the postpartum period.

C. **SUMMARY OF FUNDING**
WIC is a federally funded health and nutrition program for women, infants, and children with grant monies passed though the State. Santa Clara County's WIC program including its peer counseling component is fully grant funded. At the start of each fiscal year, the State WIC Program provides an initial funding level at which counties are approved to spend. Thus, the funding amount for this project has not yet been determined.

The anticipated agreement start date is October 1, 2011 through September 30, 2012 with the option to renew for two additional one-year terms pending availability of funds.

Any contract awarded under this RFP is contingent upon the appropriation of sufficient funding by the State WIC Division. If funding is reduced or eliminated during the term of any contract under this RFP, the County will have the option to terminate this contract with no liability occurring to the County.

1. FUNDING RESTRICTIONS

   a. Expenses Not Allowed: Food, childcare, space and lease costs, incentives items.
   b. Only PC and BPC supervisors may be funded with BPC funds.

D. PROJECT OVERVIEW

The purpose of WIC’s Breastfeeding Peer Counselor Program is to increase breastfeeding success by providing mother-to-mother support. The Breastfeeding Peer Counselor Model is used to increase the initiation and duration of breastfeeding among Hispanics, Asians and African American WIC participants and to promote breastfeeding as the norm for WIC mothers and their infants up to age one year and beyond. Babies who are breastfed have lower risk of many health issues, including reduction rates of childhood obesity and diabetes. There is also health benefits for mothers who breastfeed that includes reduced risk of some cancers.

E. PROJECT DESCRIPTION

The selected Offeror will be expected to provide peer counseling to WIC participants in the BPC program. PCs must reflect the cultural diversity of the Santa Clara County WIC Program participants.
The following outlines the key activities involved:

1. By September 30, 2012 provide a minimum of 9,360 peer counselor hours to a minimum of 3,600 WIC participants.
   a. Select and maintain PCs that meet criteria.
   b. Recruit for additional PCs as needed to fulfill contract hours.
   c. PCs to provide breastfeeding education and support to WIC participants at all seven Santa Clara County WIC sites (inclusive of four locations in San Jose, one in Gilroy, one in Milpitas and one in Sunnyvale).
   d. PCs must utilize the Public Health Foundation Enterprise (PHFE) breastfeeding peer counseling database. The County will provide training to the selected Offeror.
   e. PCs will refer high risk participants to International Board Certified Lactation Consultant (IBCLC) as needed.

2. The PC staff is expected to attend trainings and meetings hosted by the PHD WIC Program or other appropriate trainings identified by the PHD Breastfeeding Coordinator in order to maintain and enhance breastfeeding skills and knowledge.
   a. Attend the following meetings: Monthly WIC staff meetings and trainings, Northern California Breastfeeding Peer Counseling bi-annual regional meetings, and 40 hours of Certified Lactation Educator (CLE) training (for new PC only).

3. Definition of PC: Paraprofessional women, enthusiastic about their breastfeeding successes, who want to share their enthusiasm and knowledge with women of their culture and language.

F. POST AWARD REQUIREMENTS

1. CONTRACT REQUIREMENTS
   In the performance of this project, Offerors will be expected to:
   a. Complete all administrative and contractual responsibilities.
   b. Provide reports as needed on progress.
   c. Meet with PHD Breastfeeding Coordinator and peer counselors on a monthly basis.
   d. Successfully maintain the BPC program
   e. Submit monthly itemized invoices for hours worked towards completion of deliverables/services.
   f. Comply with all contracting policies including the County travel policy
2. **FISCAL MANAGEMENT**
   a. Funding provided to local entities and organizations must support the goals of the project.
   b. Funded agencies must ensure that a sustainability plan is in place that leverages all resources available, including federal, state, and local sources, taking into account funding commitments that support the BPC program.
   c. Funded agencies should have established procedures to track and report expenditures separate from other federal funding and be able to prepare and submit required reports.

3. **PERFORMANCE STANDARDS**
   Performance will be measured by the timely delivery of project deliverables as outlined in the workplan (Appendix A). Offeror will provide final electronic copies and/or hard copies of all completed work products (i.e. training, attendance logs, training evaluations etc.) to be submitted to the Contract Monitor. All documents must be in MS Word pc format (if possible).
II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the anticipated schedule for the procurement and describes the procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS AND CONTACT INFORMATION

The Procurement Officer will make every effort to adhere to the following anticipated schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue of RFP</td>
<td>8/4/2011</td>
</tr>
<tr>
<td>2. Pre-Proposal Conference</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>3. Deadline To Submit Written Questions</td>
<td>8/10/2011 by 3:00 PM PT</td>
</tr>
<tr>
<td>4. Response to Written Questions/RFP Amendments (Addendum)</td>
<td>8/12/2011</td>
</tr>
<tr>
<td>5. Submission of Proposals</td>
<td>8/26/2011 by 3:00 PM PT</td>
</tr>
<tr>
<td>8. Selection of Finalist</td>
<td>9/9/2011</td>
</tr>
<tr>
<td>9. Notice of Intent to Award</td>
<td>September, 2011</td>
</tr>
<tr>
<td>11. Commencement of Contract</td>
<td>October 1, 2011</td>
</tr>
</tbody>
</table>

PROCUREMENT OFFICER/POINT OF CONTACT:

The County has designated a Procurement Officer who is responsible to conduct this procurement whose name, address and telephone number are listed below:

Roya Rousta  
Public Health Department  
Contracts and Compliance Unit  
976 Lenzen Avenue, 2nd Floor  
San Jose, CA 95126  
Telephone: 408-792-5108  
E-mail: Roya.Rousta@phd.sccgov.org

Any inquiries or requests regarding this procurement should be submitted to the Procurement Officer in writing. Offerors may contact ONLY the Procurement Officer.
Officer regarding this procurement. Other County employees do not have the authority to respond on behalf of the County.

B. EXPLANATION OF EVENTS

1. ISSUE OF RFP

This RFP is being issued by the Public Health Department. Copies of this RFP including supporting documents may be obtained from Bid Sync web site at www.bidsync.com.

2. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this RFP.

3. DEADLINE TO SUBMIT WRITTEN QUESTIONS

Potential Offerors may submit written questions via www.bidsync.com as to the intent or clarity of this RFP until the time specified in Section II.A. The Procurement Officer will not respond to questions submitted in any other manner or format.

4. RESPONSE TO WRITTEN QUESTIONS/RFP AMENDMENTS

Written responses to written questions and any RFP changes will be issued as an addendum and posted on www.bidsync.com.

The County reserves the right to post addenda until the RFP closing date and time.

5. SUBMISSION OF PROPOSAL

PROPOSALS MUST BE RECEIVED NO LATER THAN THE DEADLINE SPECIFIED IN SECTION II.A. Proposals are to be received at the place listed below. All received proposals will be time stamped.

All deliveries via express carrier should be addressed as follows:

Roya Rousta, RFP # FY12-0020
Public Health Department
Contracts and Compliance Unit
976 Lenzen Avenue, 2nd Floor
San Jose, CA 95126
Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # and title as referenced on the cover page. Proposals submitted by facsimile or electronically will not be accepted.

6. PROPOSAL EVALUATION AND SELECTION OF SHORT LIST

An Evaluation Committee will review and evaluate the proposals. Offerors that demonstrate their capacity, ability and capability to meet the County’s requirements will be determined to be within the competitive range and selected on the shortlist of Offerors to progress to the next round of evaluation.

7. INTERVIEWS/PRESENTATIONS (OPTIONAL)

At County’s option, Offerors may be required to perform an interview or presentation of their proposed project. Demonstrations/presentations will be held on-site at a County location. Date, time, and location to be determined.

8. SELECTION OF FINALIST

At County’s option, one or more Offerors may be selected as finalists and invited to enter into negotiations with the County and/or proceed to the next round of evaluations.

9. NOTICE OF INTENT TO AWARD

County will notify Offerors whether or not they have been selected as a Finalist.

10. CONTRACT NEGOTIATIONS AND FINALIZE CONTRACT

At County’s option, one or more Offerors may be selected to enter into final negotiations with the intent to award.

11. COMMENCEMENT OF CONTRACT

The date the contract will become effective.

C. GENERAL

1. INCURRING COST

This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or
designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimburserable cost may be incurred in anticipation of a contract award.

2. **CLAIMS AGAINST THE COUNTY**

Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures except as set forth in the terms of a definitive agreement between the County and the Contractor.

3. **GUARANTEE OF PROPOSAL**

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one-hundred and eighty (180) days after the due date for receipt of proposals and/or one-hundred eighty (180) days after receipt of a best and final offer, if one is submitted.

4. **BASIS FOR PROPOSAL**

Only information supplied by the County in writing by the Procurement Officer in connection with this RFP should be used as the basis for the preparation of Offeror’s proposal.

5. **FORM OF PROPOSALS**

No oral, telephone, facsimile, or electronic proposals will be accepted.

6. **AMENDED PROPOSAL**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified in a written format. The County personnel will not merge, collate, or assemble proposal materials.

7. **WITHDRAWAL OF PROPOSAL**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror’s duly authorized representative addressed and submitted to the Procurement Officer.
8. LATE RESPONSES

All proposals submitted in response to this RFP must be delivered in person or received via courier or mail no later than the RFP due date and time. The Public Health Department time and date stamp will be the basis of determining receipt of proposal.

9. NO PUBLIC PROPOSAL OPENING

There will be no public opening for this RFP.

10. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Contractor proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

11. CONFIDENTIALITY

All data and information obtained from the County by the Offeror and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the Offeror and its agents as confidential. The Offeror and its agents shall not disclose or communicate this information to a third party or use
it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by an Offeror to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA.

12. ELECTRONIC MAIL ADDRESS

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Offerors agree to provide the Procurement Officer with a valid e-mail address to receive this correspondence.

13. USE OF ELECTRONIC VERSIONS OF THE RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the Public Health Department the version maintained by the Public Health Department must govern.

14. COUNTY RIGHTS

The County reserves the right to do any of the following at any time:

a. Reject any or all proposal(s), without indicating any reason for such rejection;
b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
c. Request that Offerors supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
d. Terminate the RFP, and at its option, issue a new RFP;
e. Procure any equipment or services specified in this RFP by other means;
f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
h. Negotiate with any or none of the Offerors;
i. Modify in the final agreement any terms and/or conditions described in this RFP;
j. Terminate failed negotiations with an Offeror without liability, and negotiate with other Offerors;
k. Disqualify any Offeror on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County;
l. Eliminate, reject or disqualify a proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as determined solely by the County; and/or
m. Accept all or a portion of an Offeror’s proposal.

15. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

In submitting a response to a solicitation issued by the County, the responding person and/or entity offers and agrees that if the response is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the responding person and/or entity for sale to the County pursuant to the solicitation document. Such assignment shall be made and become effective at the time the County tenders final payment to the responding person and/or entity.
III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors must provide one (1) original and seven (7) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals. The original must be stamped “original” and contain original signatures on the necessary forms.

All of the original binders must be stamped “original”. Original Binder must contain all of the required signatures from the Offeror. The remaining sets should be copies of the originals.

Offerors must also provide a soft copy of individual documents of their proposal on one CD, using Microsoft Office 2003 software applications or if completed in Microsoft Office 2007, save as a 2003 version. In addition, Offerors must include a PDF document of the entire proposal. The CDs shall be included in the original binder only.

C. PROPOSAL FORMAT

All proposals shall be typewritten in English, on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.), and placed within a binder with tabs delineating each section. Standard one-inch margins should be applied and a 12 point Arial, Palatino, or Times New Roman font shall be used. Hard copies should utilize both sides of the paper where practical.

1. PROPOSAL PREPARATION INSTRUCTIONS

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.

2. PROPOSAL ORGANIZATION

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:
Tab 1 – Proposal Cover Letter
Tab 2 – Table of Contents
Tab 3 – Executive Summary
Tab 4 – Offeror Experience/Information
Tab 5 – Financial Stability/Offeror Financial Information
Tab 6 – Past Performance and References
Tab 7 – Insurance Requirements
Tab 8 – Project Requirements, including Workplan and Narrative
Tab 9 – Budget and Budget Narrative Response Form
Tab 10 – Other Submittals
   1. Non-Collusion
   2. Declaration of Contractor
   3. Offeror’s Terms and Conditions
Tab 11 – Media (CDs) – Original Binder Only

3. NON-CONFORMING SUBMISSIONS

Any submission may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this Request for Proposal.

AT THE COUNTY’S SOLE DISCRETION NON CONFORMING PROPOSALS MAY BE REJECTED OR THE PROPOSAL’S OVERALL RATING MAY BE DOWNGRADED.
IV. PROPOSAL REQUIREMENTS AND SUBMITTALS

This section contains requirements and relevant information Offerors should use for the preparation of their proposals. Offerors should thoroughly respond to each requirement.

A. PROPOSAL COVER LETTER (TAB 1)

Each proposal received must include a cover letter. The cover letter MUST:

1. Identify the submitting individual, organization or business entity including the company name, business address, headquarters and all local offices, and telephone numbers;

2. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to negotiate a contract and contractually obligate the organization;

3. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification with regards to the Offeror’s proposal;

4. Acknowledge receipt of any and all addenda to this RFP; and identify all sections of the proposal that the Offeror claims contain “proprietary” or “confidential” information; and

5. Be signed by the person authorized to contractually obligate the organization.

B. EXECUTIVE SUMMARY (TAB 3)

Include an executive summary which should be a one or two-page summary intended to provide the Evaluation Committee with an overview of the significant business features of the proposal.

C. OFFEROR EXPERIENCE/INFORMATION (TAB 4)

The Offeror shall include in their proposal a statement of relevant experience. The Offeror should thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of subcontractors, if applicable.
in providing the proposed solution. In addition, Offerors are required to provide
the following information:

1. Offerors shall provide a description of the Offeror's organization, including
the name of the jurisdiction in which the Offeror is organized and the date of
such organization, names of principals, number of employees, client base,
areas of specialization and expertise, and any other information that will
assist the Evaluation Committee in formulating an opinion about the stability
and strength of the organization.

2. Offerors shall provide a description of their experience working with a public
agency of a similar size and magnitude as the County of Santa Clara in the
last three years. List must include name of the agency, client and contact
information.

3. Offerors shall describe the organization's mission/background/geographic
service area.

4. Offerors shall describe the organization's experience and expertise in
providing peer counseling services to a culturally diverse client base.

5. Provide a complete disclosure if Offeror, its subsidiaries, parent, other
corporate affiliates, or subcontractors have defaulted in its performance on a
contract during the past five years which has led the other party to terminate
the contract. If so, identify the parties involved and the circumstances of the
default or termination.

6. A list of any lawsuits filed against the Offeror, its subsidiaries, parent, other
corporate affiliates, or subcontractors in the past five years and the outcome
of those lawsuits. Identify the parties involved and circumstances. Also,
describe any civil or criminal litigation or investigation pending.

7. ATTACHMENT(S):

   a. Offerors shall provide resumes, and experience narratives for key
      personnel.
D. **FINANCIAL STABILITY/OFFEROR FINANCIAL INFORMATION (TAB 5)**

Offeror shall submit copies of the most recent years independently audited financial statements, as well as those for the preceding three years, if they exist. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient information such as the latest Dun and Bradstreet report to enable the Evaluation Committee to determine the financial stability of the Offeror. The Procurement Officer may request and the Offeror shall supply any additional financial information requested in a timely manner.

E. **PAST PERFORMANCE AND REFERENCES (TAB 6)**

The Offeror’s proposal shall include three different external references from clients who have completed their projects in the last three years, who are willing to validate the Offeror’s past performance on similar projects of size and scope. The minimum information that shall be provided for each client reference follows:

1. Name of the contact person
2. Name of the company or governmental entity
3. Address of the contact person
4. Telephone number of contact person
5. Email address of the contact person
6. A description of the services provided and dates the services were provided.

F. **INSURANCE REQUIREMENTS (TAB 7)**

Offerors shall provide a certificate(s) of insurance or a copy insurance declaration page(s) with their proposals as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in the insurance exhibit of the RFP. In addition, Offerors should provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance policies making the County an additional insured.
G. PROJECT REQUIREMENTS (TAB 8)

1. Offerors shall submit a written workplan following the Microsoft Word template and instructions in Appendix A. Offerors shall briefly describe the major activities they will conduct over the grant period to reach their goals.

2. A narrative statement not exceeding 5 pages with a comprehensive response to all project requirements listed in subsections below.

PROJECT NARRATIVE
Please address the following items in the narrative:

a. Summarize any special considerations or characteristics that make the Offeror uniquely qualified to receive this grant.

b. Identify staff accountable for the project.

H. COST RESPONSE FORM (TAB 9)

Offerors shall submit a budget following the Microsoft Word template and instructions in Appendix B. For each line-item in your budget, provide a narrative justification. The Indirect costs may not exceed 13.8% of salary and benefits.

I. OTHER SUBMITTALS (TAB 10)

1. NON-COLLUSION DECLARATION

Offerors shall complete and submit Appendix C with their proposal the Non-Collusion Declaration with their proposals.

2. DECLARATION OF CONTRACTOR

Offeror’s shall complete and submit Appendix D, Declaration of Contractor form with their proposal. Please refer to Exhibit C - Contracting Principles and Type II Contractor Information Packet for County policy and Contractor type definitions. Upon request by the County, all Type II declared contractors shall complete and submit the Type II Contractor Information Packet in Exhibit C.
3. OFFEROR’S TERMS AND CONDITIONS

If an Offeror objects to any of the County’s terms and conditions listed in Exhibit A, the Offeror must propose specific alternative language and indicate the reason for its objection. The County may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the County. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

In addition, Offerors must submit with their proposal any additional terms and conditions that they expect to have included in the contract negotiated with the County. Offerors must provide specific proposed wording and a brief discussion of the purpose and impact, if any.
V. EVALUATION

A. EVALUATION FACTORS

The Evaluation Criteria listed below will be utilized in the evaluation of the Offeror’s proposals. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should give clear, concise information in sufficient detail to allow an evaluation based on the following criteria. An Offeror must be acceptable in all criteria for a contract to be awarded, to that Offeror whose proposal provides the best value to the County.

The proposal response shall enable the Evaluation Committee to evaluate the responsiveness and quality of the proposal to each of the RFP requirements/criteria listed in Section IV. Factors determining the best value include, but not limited to the following:

1. Adherence to mandatory requirements.
2. Organization strength, experience, financial stability, references and reputation of Offeror;
3. Approach to meet the project requirements (Project Narrative & Workplan)
4. Budget

<table>
<thead>
<tr>
<th>CRITERION</th>
<th>DESCRIPTION</th>
<th>MAXIMUM POINTS AVAILABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Organization Strength, Experience, Financial Stability, References and Reputation of Offeror</td>
<td>35</td>
</tr>
<tr>
<td>2</td>
<td>Approach to meet the project requirements as outlined in the Project Narrative and Workplan</td>
<td>45</td>
</tr>
<tr>
<td>3</td>
<td>Budget</td>
<td>20</td>
</tr>
</tbody>
</table>

B. LOCAL BUSINESS PREFERENCE

Funding source precludes Local Preference Policy.
VI. PROTEST PROCEDURE

The Department will e-mail all Offerors informing them of the proposal that was selected. Offerors whose proposals were not selected may file a written protest (“Protesters”) no later than 5 days after being notified of the selection status.

A. FILING A PROTEST

The protest of an award must be in writing. The following must be written on the cover of the protest: “Protest Relating to #RFP-PHD-FY11-0089”. The written protest must be emailed, faxed and/or mailed to the Director of the Department at the following address:

Dan Peddycord, RN, MPA/HA
Public Health Director
976 Lenzen Ave., 2nd Floor
San Jose, CA 95128
Fax: (408)792-5041
E-mail: dan.peddycord@phd.sccgov.org

All protests must be received by the Director within five days after the Notice of Intent to Award. Any protests received after this time will not be considered.

1. Contents of Protest

The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the Protester; (2) signature of the Protester or its representative; (3) grounds for the protest; (4) copies of any relevant documents; (5) the form of relief requested; and (6) the method by which the Protester would like to receive the Reviewing Officer’s written protest decision. The written protest must clearly state the grounds for the protest. Protests should be concise and logically arranged.

2. Grounds for Protest

Protests shall be based only on one or more of the following grounds:

   a. The Protester believes the County failed to follow the procedures and adhere to requirements set forth in the solicitation or any addendum thereto.
b. The Protestor believes there was misconduct or impropriety by County officials or evaluation team members.

c. The Protester believes there was abuse of process or abuse of discretion by County officials or evaluation team members.

3. Protest Resolution Process

a. Informal Review by Department

The Director of the Department, or his or her designee, will review a timely protest and attempt to informally resolve it expeditiously. If the Department is not able to resolve the protest, then the Director or his designee, will forward the protest to an official who has been designated as the Reviewing Officer for the RFP.

b. Formal Review by Independent Reviewing Officer

The Director or his designee must forward the protest to the Reviewing Officer within 2 business days of not being able to resolve the matter. The Department may also forward additional documents to the Reviewing Officer that it believes are relevant to the review of the protest.

The Reviewing Officer shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. Only the information contained in a timely protest shall be considered by the Reviewing Officer. The Reviewing Officer has the authority to request additional information from the Protester or Department to clarify or confirm information submitted in a timely-written protest to assist with the Reviewing Officer’s review of a protest.

The Reviewing Officer will issue a written decision on a timely written protest within 15 or more days of receiving a protest; however, the time for decision may be extended by the Reviewing Officer. The Reviewing Officer will issue the written decision to the Protester and the Department. If the Protester failed to specify in its written protest the method by which the Protester would like to receive the Reviewing Officer’s written protest decision, the Reviewing Officer will send his written decision to the Protester by mail. The decision of the Reviewing Officer shall be final.
4. Remedies

If the Reviewing Officer sustains a protest in whole or in part, the Reviewing Officer shall have the sole discretion to determine an appropriate remedy in accordance with established guidelines. In determining the appropriate remedies, the Reviewing Officer may consider the degree of prejudice to other parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to the Department, the urgency of the procurement, and the impact of the recommendation(s) on the Department’s mission.
APPENDIX A
WORKPLAN RESPONSE FORM

CLICK THE WORD ICON BELOW FOR THE WORKPLAN FORM

PLEASE SEE THE EMBEDDED WORKPLAN FOR INSTRUCTIONS.
APPENDIX B
COST RESPONSE FORM

Offerors shall submit a Cost Response Form with their proposal as outlined below:

a. Personnel Expenses: List personnel cost including hourly rates, fringe benefits and, if known, indicate the name of the staff person filling the position.

b. Operating Expenses: List operating expenses which could include printing, office supplies etc.

c. List travel expenses:

d. Indirect: List indirect expenses - maximum indirect is 13.8% of Salary and Benefits

Total estimate: hours X $____/hr. = $_______ + operating + travel + indirect =

Total Proposed Cost $_____________

Note:
1. Personnel funded with Breastfeeding Peer Counselor Program funds are Peer Counselors (PC) and Breastfeeding Peer Counselor (BPC) supervisors.
2. The recommended CA State WIC Program staffing ratio is: for every .5 – 3.0 FTE PC a .25 FTE BPC Supervisor is allowed.
3. The selected Offeror shall submit monthly itemized invoices for hours worked towards completion of deliverables/services not to exceed the contract amount.
4. Offeror shall comply with the County’s travel policy where applicable.
APPENDIX C
NON-COLLUSION DECLARATION

I, ____________________________________________________________, am the
(Print Name)
_____________________________________ of _____________________________________,
(Position/Title)  (Name of Company)

the party making the foregoing proposal that the proposal is not made in the interest of,
or on behalf of, any undisclosed person, partnership, company, association,
organization, or corporation; that the bid is genuine and not collusive or sham; that the
Offeror has not directly or indirectly induced or solicited any other Offeror to put in a
false or sham bid; and has not directly or indirectly colluded, conspired, connived, or
agreed with any Offeror or anyone else to put in a sham bid, or that anyone shall refrain
from bidding; that the Offeror has not in any manner directly or indirectly, sought by
agreement, communication, or conference with anyone to fix the bid price of the Offeror
or any other Offeror, or to fix any overhead, profit, or cost element of the bid price, or of
that of any other Offeror, or to secure any advantage against the public body awarding
the contract of anyone interested in the proposed contract; that all statements contained
in the bid are true; and, further, that the Offeror has not, directly or indirectly,
submitted his or her bid price or any breakdown thereof, or the contents thereof, or
divulged information or data relative thereto, or paid, and will not pay, any fee to any
corporation, partnership, company association, organization, bid depository, or to any
member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the Laws of the State of California that the
foregoing is true and correct:

COMPANY NAME: ________________________________________________________

AUTHORIZED
SIGNATURE _____________________________________________________________

PRINT NAME: ____________________________________________________________

DATE: __________________________________________________________________
APPENDIX D
DECLARATION OF CONTRACTOR

(To be completed by all Type I and Type II contractors)

☐ This is a Type I service contract under the Board of Supervisor’s Resolution of Contracting Principles.

If this box is checked, please complete the following:

Type I Category: ____________________________________________________________

__________________________________________________________________________

Explanation: _________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

☐ This is a Type II contract under the Board of Supervisor’s Resolution on Contracting Principles.

The contractor currently has other County contracts for the same or similar services:

☐ Yes ☐ No

If Yes is checked, please list and describe contracts, names of departments, types and dollar amounts.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

I am authorized to complete this form on behalf of ______________________________________

[The name of the contracting entity].

I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Contractor Signature: ________________________________________________________
EXHIBIT A – SAMPLE COUNTY AGREEMENT

SECTION I: GENERAL INFORMATION

Date: ___________________________  Purchase Order Number: ___________________________

(Procurement Department Use Only)

Agency/Department Name: ___________________________  Department No.: ___________________________

Brief Description of Services: ___________________________

Maximum Financial Obligation: ___________________________

Term of Agreement: ___________________________  Start Date: ___________________________  End Date: ___________________________

<table>
<thead>
<tr>
<th>Account Assignment</th>
<th>General Ledger</th>
<th>Cost Center</th>
<th>Amount</th>
<th>WBS</th>
<th>Internal Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Line 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


SECTION II: PARTIES TO AGREEMENT

CONTRACTOR  COUNTY of SANTA CLARA

Legal notices pertaining to this agreement will be sent to the name, address and contact person below:

Mail Invoices to County of Santa Clara at:

Name: ___________________________  Agency/Dept: ___________________________

Contact Person: ___________________________  Contract Monitor: ___________________________

Address: ___________________________  Address: ___________________________

City/State/Zip: ___________________________  City/State/Zip: ___________________________

Telephone: ___________________________  Fax: ___________________________  Telephone: ___________________________  Fax: ___________________________

SCC Vendor Number (SAP): ___________________________  Fiscal Contact: ___________________________

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits. In addition, County and Contractor certify that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, contractor certifies that the Contracting Principles self-declaration (Section VII, Part B), and insurance waiver information (Section VIII, Part B) of this form are true and correct. For independent Contractors, a certificate demonstrating appropriate insurance is required before work may begin.

SIGNATURES
Contract is not valid until signed by Contractor and Procurement Department on behalf of the County. Signatures of the County Counsel and Office of the County Executive are required for contracts executed by a delegation of authority.

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Department:</td>
<td>Date:</td>
</tr>
<tr>
<td>Agency/Department Manager:</td>
<td>Date:</td>
</tr>
<tr>
<td>Agency/Department Fiscal Officer:</td>
<td>Date:</td>
</tr>
<tr>
<td>County Counsel:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

(Signature required when the Standard Provisions language (Section VI) is changed or for IT Services of $500,000 or less. It is also required when contract was approved by a delegation of authority from the Board)

| Office of the County Executive: | Date: |

(Disclaimer: Board approved contract by delegation of authority)

SECTION IV: DETERMINATION OF TAX WITHHOLDING AND BENEFIT STATUS

For federal tax purposes Dependent/Independent status is an important distinction. It affects how the contractor files tax returns and the contractor’s responsibility for various federal and state taxes. The questionnaire also determines the contractor’s eligibility for Medicare and Social Security, Public Employees’ Retirement System benefits, and other benefits.

Is Contractor a government entity, corporation, nonprofit organization or school district?

- YES - This is an Independent Contractor. Proceed to Section V
- NO - Complete the Questionnaire (For help with the Questionnaire, visit www.oba)

Questionnaire to be Complete by Contracting Department to Determine Dependent or Independent Status of Contractor

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? <strong>If the answer to any of these questions is YES, mark the box YES. If NO, please explain.</strong></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Training: Will the County instruct the contractor on how to do the job or pay for external training? <strong>If NO, please explain.</strong></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? <strong>If NO, please explain.</strong></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc? <strong>If NO, please explain.</strong></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions—<strong>answer YES.</strong> When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before - <strong>answer NO and explain briefly.</strong></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? <strong>If NO, please explain.</strong></td>
<td></td>
</tr>
</tbody>
</table>
7 | **Designation as Business Entity:** If the Contractor has a business license or business certificate, mark the box “No”. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) **Enter below the business license number and the city/entity where issued.**

<table>
<thead>
<tr>
<th>Bus Lic. #</th>
<th>Issued by:</th>
</tr>
</thead>
</table>

8 | **Payment Schedule:** Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer “No” to this question. **If NO, please explain. Be sure this answer matches the contract payment schedule in Section V.**

9 | **Support Services:** Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. **If NO, please explain.**

☐ If at least 5 of the above questions were answered “NO”, Contractor is an **Independent Contractor.**

☐ If 5 or more of the above questions were answered “YES”, Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is **required** and benefits are provided. Complete and attach the following forms: Employee’s Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit [www.oba](http://www.oba) for more information regarding Dependent Contractors. County insurance requirements **do not apply** to Dependent Contractors.

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor’s tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor’s Initials: ________
Reviewed and signed off by Dept. Fiscal Officer

---

**SECTION V: CONTRACT SPECIFICS**

Describe the services to be performed or unique elements of the contract. If more space is needed, attach a separate document—“Attachment A”. If the contractor wishes to add contract language or modify the Standard Service Agreement, then County Counsel must approve and sign the Agreement. County Counsel approval is not required if Attachment A refers to Contract Specifics listed on this page.

A. **SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)**

Or ☐ See Attachment ______ attached hereto and incorporated herein by this reference

B. **DELIVERABLES, MILESTONES, TIMELINE FOR PERFORMANCE**

Or ☐ See Attachment ______ attached hereto and incorporated herein by this reference

C. **PERFORMANCE STANDARDS**

List specific standards and criteria sufficient to evaluate Contractor’s performance and quality of deliverables
D. PAYMENT SCHEDULE

Be specific as to hourly rate, payment by milestones, etc. All reimbursements for travel shall comply with the current County Travel Policy.

SECTION VI: STANDARD PROVISIONS

A. ENTIRE AGREEMENT

This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. CONFLICTS OF INTEREST

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

C. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

D. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

E. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

F. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

G. NON-DISCRIMINATION

Standard Non-Discrimination Language
Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

-- OR --

☐ Alternate Non-Discrimination Language Attached (Requires County Counsel Approval)

H. TERMINATION

☐ Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

--OR--

☐ Alternate Termination Language Attached (Requires County Counsel Approval). Any alternate termination language must include the following budgetary contingency provision: This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

I. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

SECTION VII: CONTRACTING PRINCIPLES

A. Other Current County Contracts
If contractor’s cumulative total of contracts with the County exceeds $100,000, this contract is likely to be a Type II contract. Refer to the Contracting Principles.

☐ Contractor has no other current County contracts for same or similar services
☐ Contractor has other contracts for same or similar services within the County

Enter contract information for other contracts in table below

<table>
<thead>
<tr>
<th>Agency/Dept/Division</th>
<th>Type of Service</th>
<th>Current Fiscal Year Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td>$</td>
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<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total of all Current Fiscal Year Contracts</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Or ☐ See Attachment ______

B. CONTRACTOR SELF-DECLARATION

☐ Contractor declares that this is a Type I service contract under the Board of Supervisor’s Resolution on Contracting Principles. If this box is checked, please complete the following:

Type I Category: ____________________________________________________________

Explanation: ______________________________________________________________

______________________________________________________________

____________________

TYPE I CONTRACT:

Type I service contracts are subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following:

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the
ground of non-compliance with this Section, and the opportunity to respond and discuss the County’s intended action.

-- OR --

TYPE II

☐ Contractor declares that this is a Type II contract under the Board of Supervisor’s Resolution on Contracting Principles.

TYPE II CONTRACT

This contract is a Type II service contract subject to the resolution of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following during the term of this contract:

a. Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.

b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any have been resolved, whichever period is longer or longer if otherwise required under other provisions of this contract.

c. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.

d. Contractor shall provide to the County Department /Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, “financial audit” includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, of performance or program audits.

e. Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.

f. Contractor shall promptly advise the County Department /Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.

g. As required under the Resolution and the County’s implementing procedures, Contractor provided to County as a part of the selection [substitute “renewal,” “extension,” or “amendment” as appropriate] process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor’s employees, length of service, staff turnover and training, complaints (if any) regarding legal violations and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.
The failure of Contractor to comply with any portion of Section VII, including the Contractor Self-Declaration of Status is considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and non-renewal of the contract. Contractor may be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and will have the opportunity to respond and discuss the County’s intended action.

SECTION VIII: INSURANCE / INDEMNIFICATION

Independent Contractors must comply with the County’s insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

☐ The following standard insurance and indemnification language is attached and incorporated into this agreement:

- B-2 Standard Service Contracts Above $100,000
- B-2A Standard Service Contracts Between $50,001 and $100,000
- B-2B Standard Service Contracts Between $10,001 and $50,000
- B-2C Standard Service Contracts Up To $10,000
- B-2D Environmental Services Contracts
- B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)
- B-3A Architects and Engineers Service Contracts
- B-9 Part-time Trainer Contracts up to $50,000

☐ Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Workers Compensation:</strong> Does the contractor have employees? If “YES”, then, WORKER’S COMPENSATION/EMPLOYER’S LIABILITY INSURANCE IS REQUIRED.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. <strong>Owned Auto Insurance:</strong> Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR OWNED AUTOS IS REQUIRED.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. <strong>Hired Auto Insurance:</strong> Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR HIRED AUTOS IS REQUIRED.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. <strong>Non-owned Auto Insurance:</strong> Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If “YES” then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
When “NO” is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION IX: FEDERAL/STATE REQUIRED PROVISIONS
(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

☐ A. Federal Required Language Attached (optional)
Only add special language if services included in the contract require language different from or in addition to that in Section VI.

☐ B. State Required Language Attached (optional)
Only add special language if services included in the contract require language different from or in addition to that in Section VI.

SECTION X: ADDITIONAL ATTACHED EXHIBIT (S) (optional)
If exhibits are added to this Service Agreement, the contract will require review, approval and signature of County Counsel, with the exception of attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits. Examples of attachments that require County Counsel approval are: 1) Contractor’s terms and conditions that are different than, or add to the standard provisions language, 2) Any changes to the language in Section VI—Standard Provisions.

☐ Exhibit Name(s) __________________________________________

________________________________________

The Exhibits named above are attached hereto and incorporated herein by this reference

SECTION XI: MISCELLANEOUS

☐ Statement of Economic Interest, FORM 700
If Form 700 is required, it must be filed with the Clerk of the Board within 30 days of the contract’s effective date of ___________. Contractor must submit Form 700 by _________ to the Department’s Contract Monitor. Department’s Contract Monitor will submit the completed Form 700 with the Form 700 cover sheet to the Clerk of the Board by ____________.

SECTION XII: BEVERAGE NUTRITIONAL CRITERIA
Contractor shall not use County funds to purchase beverages that do not meet the County’s nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric
beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

ADDITIONAL TERMS

1. **Ownership Rights to Materials / Restrictions on Use**

   All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively “Deliverables”), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights.

2. **Debarment and Suspension Certification**

   Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively “Contractor”) are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

3. **Budgetary Contingency**

   Performance and/or payment by the County pursuant to this Agreement or any contract release purchase order is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement or any contract release purchase order. If funding is reduced or deleted by the County for services covered by this Agreement or any contract release purchase order, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.
EXHIBIT B

INDEMNITY AND INSURANCE REQUIREMENTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request. This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.
C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $1,000,000
   b. General aggregate - $2,000,000
   c. Products/Completed Operations aggregate - $2,000,000
   d. Personal Injury - $1,000,000

2. General liability coverage shall include:
   a. Premises and Operations
   b. Products/Completed
   c. Personal Injury liability
   d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:
   Additional Insured Endorsement, which shall read:
   “County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

   Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement) For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance
   a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
   b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds
received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.
WHEREAS the County of Santa Clara purchases contract services;

WHEREAS the County of Santa Clara purchases these services in the interests of meeting the needs of its residents and such services are integral to the County’s mission to serve the public;

WHEREAS the County of Santa Clara is concerned over the increased costs of providing health care to the uninsured through the services of the Santa Clara Valley Health and Hospital System;

WHEREAS the County of Santa Clara is committed to the provision of quality services, whether provided directly by the County or by contract agencies;

WHEREAS the County of Santa Clara is committed to insuring that services are provided by responsible contract agencies;

WHEREAS the County of Santa Clara seeks to maximize direct resident/client services while minimizing indirect service costs and seeks to promote fiscal responsibility;

WHEREAS the County of Santa Clara has an interest in encouraging, to the extent possible, an environment in which labor and employment disputes do not disrupt the continuous delivery of purchased services;

WHEREAS the County of Santa Clara has a strong and ongoing interest in providing continuous services to the consumers of those services;

WHEREAS the County of Santa Clara needs to know the level of pay and benefits provided by County contractors in order to intelligently consider their impact;

WHEREAS this consideration should take place in the County’s open and public discussion of contract awards;

NOW, THEREFORE, be it resolved that effective June 1, 1998, as a condition of the renewal of any contract or the letting of any new contract any agency or company contracting to deliver services for the County shall comply with the following contracting principles;
I. Contracting Principles

A. All Type I and Type II contracts, as hereinafter defined, shall include a contract provision specifying that the contractor shall comply with all applicable federal, state and local rules, regulations and laws.

B. In order to assure fiscal responsibility, strength and compliance with these principles all Type I and Type II contracts shall include a contract provision specifying that the contractor shall maintain financial records, that would be adequate to show that County funds were used for purposes consistent with the terms of the service contract.

C. All Type II contractors shall provide specific information in addition to that which is required of a responsible bidder. The information will be delineated in the contractor selection process document but shall, at a minimum, include the following information pertaining to the actual provision of services and/or expenditures charged to the contract:

1. Information regarding the wage level, pay range and benefits for positions and job classifications.
   a) The wage and benefit information for executive, managerial and supervisory positions may be presented as one aggregate figure. For example: “Executive, Managerial and Supervisory wage and benefits costs for this contract are (or in the case of a new program the projected level) $X for each year of the contract.” However, in no instance would an individual be identified by employee name.

   b) The wage level, pay range and benefit costs for all other positions and job classifications that will be providing actual services and/or expenditures charged to the contract should specify actual distribution (or in the case of a new program the projected level) of wage rates within each pay range by the specific salary level. However, in no instance would an individual salary be identified by employee name. In the case of single position job classes the information may be aggregated with similar job classes.

   For example: “In Job Classification A there are five positions with a pay range of $X to $Y. With two employees paid at $X, two employees paid at $Y and one paid at $Z midpoint between $X and $Y.”

   c) If medical insurance is provided a summary of coverage for each plan must be submitted (or in the case of a new program the projected level). In addition, the County may also request the entire plan document.
The summary must include the total premium cost, the amount of the premium paid by the employer and employee, and any co-payments or other employee costs.

If medical insurance is not provided, the County Agency/Department presenting the contract for approval shall calculate and disclose the costs of providing medical insurance to the employees of the contractor. Costs shall be determined by the County Executive based on a standard cost provided by the Santa Clara Valley Health and Hospital System.

2. Length of Service

   a) The length of continuous employment with the contractor by job classification (information shall not include employee names).

   b) In addition, the contractor may submit information detailing the relevant prior experience of employees within each job classification (information shall not include employee names).

3. The annual rate of staff turnover.

4. The number of hours of training for each position in subject matters directly related to providing services to County residents/clients.

5. The number of legal complaints issued by an enforcement agency for alleged violations of applicable federal, state or local rules, regulations or laws and the number of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws. The information must include the date, enforcement agency, the rule, law or regulation involved and any additional information the contractor may wish to submit.

6. Copies of any collective bargaining agreements or summary of personnel policies covering the employees providing services to the County.

D. All Type II contracts shall include a contract provision specifying that in order to determine compliance to these principles as well as the contract, the contractor shall be required to provide the County or its agents, except where prohibited by federal or state laws, regulations or rules, reasonable access, through representatives of the contractor, to facilities, records and employees that are used in conjunction with the provision of contract services.
E. During the term of any contract all Type II contractors shall provide to the County copies of any financial audits that have been completed. The contractor shall use County funds for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contracts, this shall not preclude the realization of profits or savings.

F. During the term of any contract all Type II contractors shall advise the County Department/Agency responsible for monitoring the contract of the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State or Local agency for alleged violations of federal, state or local rules, regulations or laws. In addition, the specific contract may include additional provisions regarding notice to the County of specific client/patient service issue complaints.

G. During the term of any contract all Type II contractors shall advise the County of the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws.

H. Violations of this policy may be considered material breaches of any Type I or Type II contract, and may, at the option of the county, constitute grounds for the termination or non-renewal of any such contract, according to its terms. The contractor shall be provided reasonable notice of any intended termination or non-renewal and the opportunity to respond and discuss the County’s intended action.

II. Definitions

A. For purpose of this Resolution renewal of any contract shall not include modifications or amendments that do not extend the original length of the contract.

B. For purposes of this Resolution services shall not include the rental, purchase, sale, lease, lease back or lease purchase of goods. Nor shall the rental, purchase, sale, lease, lease back or lease purchase of any facility or property be included.

C. For purposes of this resolution Type 1 Service contracts shall include any of the following in which the county purchases services from:

1. Sole Source

2. Construction or other work required by law to be contracted out.

3. Individuals and contractors that employ less than twenty-five (25) employees.
4. Contract which provides for immediate needs necessary to preserve public health, safety or peace and any other emergency work which cannot be handled because staff and equipment have been allocated and the work must be done post-haste.

5. Contract necessary to provide immediate emergency repair of facilities or equipment in order to preserve or provide continuous public, inmate, patient or client services or for the safety and health of the public or employees.

6. Contract with other public agencies.

7. Contract of One Hundred Thousand Dollars ($100,000) or less (excluding contractors where the aggregate of multiple contracts for the same or similar services with the same contractor exceeds $100,000), except where a labor contract contains a specific provision that requires notice to the County labor organization, then the labor contract provision and threshold dollar amount shall be applied.

8. Contract with Professionals (such as legal, financial, engineering, architectural, management consulting services, and physician and medical consulting services) where the primary services contracted for will be provided by those professionals.

9. Contract requires work to be performed with specialized equipment (such as trucks, cranes and other similar large equipment) including those contracts when the contractor provides an operator for the equipment.

10. Contract for facility or equipment maintenance except such facility or equipment maintenance provided by County employees at the time of adoption of this resolution (i.e., FY 1998).

11. Contract is for maintenance services incidental to the purchase (or lease etc.) Of goods or equipment.

12. Contracts to provide employee benefits pursuant to provisions of County labor contracts.

D. For purposes of this Resolution Type II Service Contracts include all service contracts in which the County purchases services not covered under Definitions I.B. and I.C. of this Resolution.

III. Implementation

A. The County Executive shall direct the preparation and dissemination of any administrative guidelines and directives to County Departments/Agencies as are necessary to implement this Resolution as of June 1, 1998. These directives shall include a requirement that
each County Department or Agency advise current service contractors of the implementation of this Resolution prior to June 1, 1998.

B. The County Counsel shall develop and disseminate standardized contract provisions that implement this Resolution.

C. This Resolution and its requirements shall be a part of, and shall be added to, the previously adopted Board policy on Bidding and Contracting.

D. The implementation and actual experience under terms of this resolution shall be reviewed by the Board Finance Committee and then the full Board beginning one year after adoption of this resolution. The Board shall affirmatively seek out and consider the input of contractors operating under these contracting principles. In addition, the County Executive shall provide quarterly reports to the Finance Committee.
TYPE II CONTRACTOR INFORMATION PACKET

This set of forms is applicable generally for contractors providing service to the County of Santa Clara. It is not intended for contractors that provide rental, purchase, sale, lease, lease back or lease purchase of goods to the County.

It should be assumed that contractors are Type II providers unless they meet the exceptions as described in II. C. 1-12 of the Resolution of Contracting Principles.

SECTION 1

Information regarding the wages and benefits for executive, managerial and supervisory positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

Aggregate total wages for the above positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

= _________________________

Aggregate total medical benefit employer costs for the above positions pertaining to services provided under the proposed contract:

= _________________________

If no medical benefits are provided, County Agency/Departments will consider and include such costs for these employees, as determined by the Santa Clara Valley health and Hospital system and set by the County Executive.

Equivalent total medical benefit employer costs attributed to the above positions:

= _________________________

SECTION 2

Information regarding the wages and benefits for all other positions except: executive, managerial and supervisory positions, pertaining to services provided under the proposed contract.

(Please do not provide employee names)

<table>
<thead>
<tr>
<th>Job Class:</th>
<th>Total # of Positions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Ranges:</td>
<td>Employees at this level:</td>
</tr>
<tr>
<td>A.</td>
<td></td>
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</tbody>
</table>

County of Santa Clara RFP-PHD-FY12-0020
WIC-Peer Counseling Breastfeeding Project 50
Total medical benefit employer costs attributed to the above positions:

= ________________________________

If no medical benefits are provided, County Agency /Department will consider and include such costs for these employees, as set by the County Executive and determined by the Santa Clara Valley Health and Hospital System.

Equivalent total medical benefit costs attributed to the above positions:

= ________________________________

(Use additional sheets of Section 2 page for more job classes or more positions)

SECTION 3

Medical cost (medical, dental, vision and life insurance premium) breakdown for employees in Sections 1 and 2; if a different benefit package is offered to management employees, please identify and describe:

<table>
<thead>
<tr>
<th>Medical Cost</th>
<th>Employer Contribution</th>
<th>Employee Self Contribution</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee plus one dependent</td>
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<tr>
<td>Employee plus multiple dependents</td>
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</table>

Please check one:

☐ Administrative/Management Employees Only
☐ Line Employees Only
☐ All employees

Please attach a summary of all medical (medical, dental, vision and life insurance premium) plans her for employees reported in Sections 2 and 3.

The County reserves the right to have contractor provide entire plan documents.

(Use additional sheets of Section 3 page for additional plans)
SECTION 4

Please provide information for length of service of contractor staff in the area of service currently provided to the County or proposed to be provided to the County:

<table>
<thead>
<tr>
<th>Job Class:</th>
<th>Length of continuous agency service</th>
<th>Prior Experience (Optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee A</td>
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<tr>
<td>Employee B</td>
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<td>Employee C</td>
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<td>Employee D</td>
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<td>Employee E</td>
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<td>Employee F</td>
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<td>Employee G</td>
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<tr>
<td>Employee H</td>
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<td>Employee G</td>
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<tr>
<td>Employee H</td>
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</tbody>
</table>

(Use additional sheets of Section 4 page for more job classes)

SECTION 5
Please provide the annual rate of turnover of staff for prior 1 year.

Immediate past 12 months / prior fiscal year / prior calendar year

[Please circle one]

Note:
This section pertains to contractor staff in the area of service currently provided to the County or proposed to be provided to the County. (Example: if 10 positions are covered and 5 employees left their positions in the last year, the annual turnover rate is 50%)

SECTION 6

Training records for prior 1 year - immediate past 12 months / prior fiscal year / prior calendar year [please circle one] for contractor staff in the area of service currently provided to the County or proposed to be provided to the County:

<table>
<thead>
<tr>
<th>Training subject matter related to contracted services</th>
<th>Employee classes</th>
<th>Date</th>
<th>Total hours</th>
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<tbody>
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SECTION 7

Please list legal complaints, citations, court findings, or administrative findings for violations issued by enforcement agencies for the previous five (5) years for alleged violations of applicable federal, state or local rules, regulations or laws:

<table>
<thead>
<tr>
<th>Rules, laws, regulations involved</th>
<th>Type</th>
<th>Enforcement Agency</th>
<th>Date of Issue</th>
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SECTION 8

Please list and provide copies of collective bargaining agreements covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

<table>
<thead>
<tr>
<th>Bargaining Units</th>
<th>Union</th>
<th>Term of Agreement</th>
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<tbody>
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</tbody>
</table>

If there are no collective bargaining agreements, please provide summaries or actual personnel policies covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

SECTION 9

DECLARATION THAT INFORMATION IS COMPLETE

I am authorized to complete this packet of forms on behalf of

__________________________  [Name of contracting entity]

I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Signature: _____________________________________________

Name: _______________________________________________

Title: ________________________________________________

Date: ________________________________________________