



## **County of San Mateo**

### **Request for Proposals (RFP) for Youth and Family Programs**

#### **Probation Department**

RFP No. PROB 2022-003

Date issued:	<b>November 2, 2022</b>
Pre-proposal meeting:	<b>December 7, 2022, 9:00 a.m., PDT</b>
Questions due:	<b>December 9, 2022, 4:00 p.m., PDT</b>
Proposal due:	<b>January 9, 2023, 4:00 p.m., PDT</b>

**RFP Contact:**

Darlene Hansen, Management Analyst  
[dhansen@smcgov.org](mailto:dhansen@smcgov.org)

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## I. Introduction and Schedule

### A. Definitions (may or may not be included in this RFP)

**Business Day:** Monday through Friday except for holidays as observed per the California Government Code.

**Camp Kemp:** Margaret J. Kemp Camp for Girls

**CANS:** Child Adolescent Needs and Strengths

**Contract:** The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.

**Contractor:** The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms

**County:** San Mateo County

**Deliverables:** Goods or services required to be provided to San Mateo County under the Contract.

**DJJ:** Division of Juvenile Justice:

**FTE:** Full-time Employee

**JAIS:** Juvenile Assessment and Intervention System

**JJCC:** Juvenile Justice Coordinating Council

**JJCPA:** Juvenile Justice Crime Prevention Act

**JJRBG:** Juvenile Justice Realignment Block Grant Program

**JPCF:** Juvenile Probation Camps Funding

**LAP:** Local Action Plan

**OYAS:** Ohio Youth Assessment System

**Project Manager:** The individual identified by San Mateo County as San Mateo County's primary contact for the receipt and management of the goods and services required under the Contract.

**PST:** Pacific Standard Time

**PDT:** Pacific Daylight Time when daylight saving time is in effect

**SMC:** San Mateo County

**SOARR:** Success and Opportunities Aspiring Readiness for Reentry

**SYTF:** Secure Youth Treatment Facility

**YOBG:** Youthful Offender Block Grant

**YSC:** Youth Services Center

**YSC-JH:** Youth Services Center-Juvenile Hall

## **B. General**

The County of San Mateo (the “County” or SMC) covers most of the San Francisco Peninsula. The region covers 744 mi<sup>2</sup> and is home to nearly 800,000 residents. The County is comprised of 20 incorporated cities and unincorporated areas. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education, and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare, and natural resources of the community.

The mission of the San Mateo County Probation Department (“Department”) is to enhance community safety, reduce crime, and assist the victims of crime through offender accountability and rehabilitation. The vision of the San Mateo County Probation Department is to be a proactive and innovative agency which facilitates positive changes in offenders’ behaviors that reduce recidivism and foster a law-abiding lifestyle. Within the criminal justice system, probation represents the link between the application of appropriate consequences for illegal behavior and the recovery of offenders to productive, law-abiding lives. As of September 2022, the Department is responsible for the supervision of approximately 2,400 adult probationers, 830 adults on pretrial monitored own recognizance, 120 juvenile probationers, and the 24-hour supervision, or detention of approximately 22 youth in the Youth Services Center-Juvenile Hall (YSC-JH) and Margaret J. Kemp Camp for Girls (Camp Kemp). The Department has offices located in San Mateo, Redwood City, and South San Francisco.

The San Mateo County Probation Department’s (Department) Juvenile Services Division’s (Division) role is to contribute to community safety through its law enforcement, court services, supervision, and treatment referral functions. The Division operates on the principles of balanced and restorative justice. The Division stresses youth asset development, offender accountability, family stability, and social responsibility to reduce the impact of crime and delinquency in the community.

The Department is issuing Request for Proposal (RFP) No. 2022-003 for Youth and Family Programs and seeks one or more provider(s) of youth and family programs that promote resiliency, pro-social behavior, and emotional wellbeing as well as decrease youth involvement in the juvenile justice system. Programs should be documented or verified as evidence-based or a promising practice

Youth and Family Programs has two (2) parallel, but separate funding streams aimed at providing prevention, early intervention, and intervention to both at-risk and justice involved youth in San Mateo County. Funds for these services are provided to the County through the Juvenile Justice Crime Prevention Act (JJCPA), and Juvenile Probation and Camps Funding (JPCF). JJCPA funds are designated to affect criminal justice outcomes such as arrests, incarcerations, community service completed, restitution aid, and probation violations. JPCF programs support a broad spectrum of services for at-risk youth, juvenile offenders, and families.

### **Juvenile Justice Crime Prevention Act (JJCPA)**

In September 2000, the California Legislature passed AB1913, the Schiff-Cardenas Crime Prevention Act, which authorized funding for county juvenile justice programs. A 2001 senate bill extended the funding and changed the program’s name to the Juvenile Justice Crime Prevention Act (JJCPA). This effort was designed to provide a stable funding source to counties for juvenile programs that have been proven effective in reducing crime among at-risk and youth offenders.

**Juvenile Probation and Camps Funding (JPCF)**

The Juvenile Probation and Camps Funding program was developed in response to legislation signed by former California Governor Schwarzenegger in July 2005 (AB139, Chapter 74). This legislation appropriated state funds to support a broad spectrum of county probation services targeting at-risk youth, juvenile offenders (those on probation as well as those detained in local juvenile facilities), and their families.

**Term:** Contracts shall have a term of up to three (3) years, starting no sooner than July 1, 2023, and ending no later than June 30, 2026.

**Contractual Requirements:** If selected, proposers must commit to and be able to comply with the terms and conditions of the County’s standard contract template, attached to this RFP (Exhibit D).

**C. Schedule**

<b>RFP Released</b>	Wednesday, November 2, 2022
<b>Preproposal Meeting</b>	Wednesday, December 7, 2022, at 9 a.m. PDT
<b>Deadline for Questions, Comments and Exceptions</b>	Friday, December 9, 2022, at 4 p.m. PDT
<b>County’s Responses to Questions</b>	Friday, December 16, 2022
<b>Proposal Deadline Date and Time</b>	Monday, January 9, 2023, at 4 p.m. PDT
<b>Contract Negotiations</b>	February 27 – March 3, 2023 <i>Subject to change</i>
<b>Anticipated Contract Award Date</b>	June 2023 <i>Subject to change</i>

## II. Scope of Work

### A. Introduction

The Department seeks proposals from one or more providers of evidence-based, or promising practice youth and family programs that promote resiliency, pro-social behavior, and emotional wellbeing as well as decrease youth involvement in the juvenile justice system. The purpose of the RFP process is to identify and select one or more community-based organizations that will best meet the needs of the County's youth and families. All services must take place in San Mateo County.

Applicants are strongly recommended to refer to the Probation Department's Local Action Plan (LAP), which documents the condition of the local juvenile justice system and outlines proposed efforts to fill identified service gaps. It identifies funding priorities for the period of 2020-2025 for the JJCPA and JPCF funds. The LAP can be found on the department's website at:

<https://www.smcgov.org/probation/juvenile-justice-coordinating-council>

### B. Scope of Work – Youth and Family Programs

The County welcomes proposals from all qualified services providers, including individuals, local government organizations, volunteers, and/or profit or nonprofit entities. Proposers are required to list certifications and licenses that prove they have specialized training in their fields. Applicants may submit proposals for one or more of the following types of programs:

❖ **BEHAVIORAL HEALTH (MENTAL HEALTH/SUBSTANCE USE)**

Individual and/or group mental health counseling by Marriage and Family Therapists, Licensed Clinical Social Workers, or interns supervised by licensed therapists. These counseling sessions shall be provided to at-risk probation youth.

Provide both individual and group Alcohol and Drug Intervention. Individual and/or group substance use counseling. A Certified, or Registered, Drug and Alcohol Counselor shall provide group skills and counseling focusing on solutions, relapse prevention, potential harm reduction and abstinence. Services should focus on prevention and intervention strategies of drug and alcohol use and include role playing and cognitive reasoning.

❖ **PARENTING & FAMILY THERAPY**

Provide counseling sessions to the program participants and their families for the purpose of increasing family cohesion and coping skills. Provide education of family members about the juvenile justice system.

❖ **MENTORING**

Provide long-term mentoring services to at-risk/probation youth in the community. Mentoring should provide youth with a positive, non-parental adult who can provide connection, supervision, guidance, skills training, and vocational support, as well as helping youth understand/manage social norms, and establish goals to meet their full potential.

❖ **VOCATIONAL**

Provide services that directly support vocational training and/or connections to employment. Offer a variety of services (i.e., educational, vocational, life skills, professional development) to youth under the age of 18 years old and who are disconnected from school and/or unemployed. Programs should provide opportunities for youth to learn marketable skills for future employment. These services should include comprehensive youth employment and training programs and focus on: Career coaching, vocational assessments, technical training, job search training/guidance, supportive services as well as training on appropriate professional etiquette.

❖ **GANG PREVENTION & INTERVENTION**

*Provide services focused on understanding the dynamics of gangs, decision making and developing pro-social and conflict resolution skills, as well as how to exit from a gang.*

❖ **VICTIM IMPACT AWARENESS (VIA)**

Providers of the Victim Impact Awareness (VIA) program should educate offenders on the impact of criminal behavior on victims and the community and facilitates mediation sessions between the victim and offender. The program emphasizes restorative justice for victims and behavior modification of offenders to prevent further involvement in the juvenile justice system. It contributes to safe and supportive neighborhoods, maintaining public safety, and changing behavior.

❖ **RE-ENTRY**

Provide re-entry services and aftercare programs such as professional case managers, mentors, and/or employment opportunities to youth who are exiting custody from the Camp and Juvenile Hall. Programming should also focus (at a minimum) on family/guardianship connections, educational assistance, vocational training, employment assistance, substance use interventions, and housing support and assistance for youth who cannot live with relatives and are transitioning to adulthood. In addition, programming should be individualized to assist with developmental asset deficits. Aftercare should include integrative, collaborative services (i.e., counseling, education, vocational) and supervision designed to prepare youth who have experience an out-of-home placement for re-entry into their community.

❖ **PARENTING PROGRAM**

Provide evidence-based parenting programs on how to address challenging conduct in youth with court-ordered or probation referred parent(s)/legal guardian(s) of children 12 years or older. Create better parent/guardian-youth relationships to prevent and intervene in risky and destructive adolescent behaviors, such as poor school attendance or performance, drug and alcohol abuse, family conflict and gang affiliation. Improve parenting practices that will include techniques for active listening and discipline, establishing clear standards for behavior, strengthen family bonds and create positive parent/guardian-teen relationships.

These services should be provided taking into consideration the challenges that parent(s)/legal guardian(s) have regarding conflicting work schedules, childcare needs, and/or location, (i.e., a lack of transportation to attend classes). Classes might have to be provided after work hours and in accessible locations throughout San Mateo County.

Preference will be given to service providers who have capacity to deliver trauma- informed and culturally responsive services.

Proposals may be limited to one funding stream or the other, or both.

### **C. General Requirements**

#### **Data Collection**

All programs funded through JJCPA/JPCF funding streams are required to participate in an annual evaluation and will work in partnership with our third-party evaluator to provide data and performance outcomes in a timely fashion. Grantees are also required to submit this data to Probation on a quarterly basis.

Grantees are required to collect (at a minimum) the following individual client-level and program data on all participants receiving direct services through the JJCPA/JPCF funding streams.

##### Youth Demographics

- Gender
- Date of Birth
- Zip Code of Residence
- Race
- Ethnicity
- a. Program Dosage and Frequency (dates/times of all sessions/classes)
- b. Program Data
  - Program Entry Date
  - Program Exit Date
  - Dates of Service
  - Length of Service
  - Type of Service (e.g., counseling, mentoring, case management, etc.)
- c. Number and types of assessment administered (if applicable)

#### **Assessments**

Providers may be required to administer assessment tools that support decision-making, level of care and service planning for clients. These assessments may include:

#### ***Ohio Youth Assessment System (OYAS)***

OYAS is an individualized determination tool that was designed by the University of Cincinnati to assist juvenile justice professionals in providing the most effective interventions for youth based on their likelihood to reoffend, their criminogenic needs, and their barriers to services, while using the least restrictive alternative.



### **Child Adolescent Needs and Strengths (CANS)**

The Child Adolescent Needs and Strengths (CANS) survey is a multi-purpose tool developed for children's services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. CANS consist of multiple items scored on a 4-point scale (0 to 3, with a score of 2 or 3 indicating an actionable need) and grouped into stand-alone modules-e.g., Risk Behaviors, Strengths, Behavioral/Emotional Needs or Trauma. Each program typically completes a unique set of CANS items and modules according to the specific fit with their programs and clientele.

Providers may be required to undergo training in the use of such assessment tools. Providers administering the CANS assessments are required to be certified annually. The Probation Department will work with selected providers to provide necessary training and technical support.

### **Meetings**

- 1) The Juvenile Justice Coordinating Council (JJCC) meets quarterly with meetings scheduled for 2023 as follows:

***Thursday, February 9, 2023***

***Thursday, May 11, 2023***

***Thursday, August 17, 2023***

***Thursday, November 30, 2023***

All meetings are held from 12:00 noon – 2:00 pm.

JJCC meetings have been held virtually since May of 2020 with a TBD date on plans to move back to in person meetings at the following location:

San Mateo County Probation Department  
Youth Services Center  
222 Paul Scannell Drive  
Chief's Conference Room – 2<sup>nd</sup> Floor  
San Mateo, CA 94402

JJCC quarterly meetings, once scheduled for calendar years 2024, 2025 and 2026 will be posted accordingly on the JJCC website as follows:

<https://www.smcgov.org/probation/jjcc-2024-meeting-schedule>

<https://www.smcgov.org/probation/jjcc-2025-meeting-schedule>

<https://www.smcgov.org/probation/jjcc-2026-meeting-schedule>

- 2) Collaboration and communication amongst our contracted CBOs occur through regularly scheduled quarterly meetings. In this space items discussed include, but is not limited to, policy updates, legislation, data collection processes, trainings, and opportunities for Q&A. The meetings continue to be held virtually and will continue in this format for the near future.

Meetings scheduled for 2023 are as follows:

***Thursday, February 23, 2023***

***Thursday, May 4, 2023***

***Thursday, August 10, 2023***

***Thursday, November 16, 2023***

All meetings are held from 1:30 – 3:00 pm.

CBO quarterly meetings scheduled for 2024, 2025, and 2026 will be determined at the beginning of each year and calendar invites will be sent accordingly.

### **Alternative Service Delivery Method**

Providers should demonstrate the ability to provide their programs/services remotely as opposed to in-person if deemed necessary. Remote delivery methods may include use of teleconferencing, pre-recorded videos, or any other virtual delivery methods that may be applicable.

### **Fingerprinting/Background Checks**

Selected contractors will be subject to fingerprinting and background checks.

### **Project Manager**

Proposer must identify a single project manager to act as a point person with the department regarding all proposed services and contract related matters.

### III. Submission Requirements

#### A. Submission Deadline

Proposals must be submitted electronically **and** in hard copy. Please follow the instructions below.

- Proposals must be electronically received by 4 p.m., Jan. 9, 2023, via Public Purchase (details below).
- In addition, eight (8) hard copies of each proposal must be submitted by 4 p.m., Jan. 9, 2023, to:

Darlene Hansen, Management Analyst  
Juvenile Services Division  
County of San Mateo Probation Department  
222 Paul Scannell Drive  
San Mateo, CA 94402

Electronic submissions: Allow sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate, and proposals will be rejected. The Public Purchase submission time will be the official submission time. The County will not be responsible for and shall not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

**NOTE:** The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase using the chat portal via link below or email Vendor Support at [support@thepublicgroup.com](mailto:support@thepublicgroup.com)

[http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info\\_register.html](http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html)

Late submissions will not be considered.

#### B. Pre-submission Registration

Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:

<https://www.publicpurchase.com/gems/register/vendor/register>

It is recommended that organizations complete this registration as soon as possible to allow enough time for it to be processed. Each registration is manually reviewed and approved by Public Purchase and this might take time. The County will not be responsible for and shall not accept proposals that are late due to a failure to register in the Public Purchase system.

## **C. Submission via Public Purchase**

### **1. Submission of Proposals:**

#### **1.1 Required documents**

Each of the following documents (which are attached to this RFP) should be submitted as part of your proposal:

- A) Exhibit A – Applicant’s Statements
- B) Exhibit B – Clients and Services Form
- C) Exhibit C – Budget Allocation

#### **1.2 Electronic Submissions**

Include the proposer’s name and the RFP title and number in each file name. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the deadline date and time. Partial uploads will automatically terminate, and proposals will be rejected. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system. Late submissions will not be considered.

#### **1.3 Conflicts between Certain Requirements**

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

#### **1.4 Format**

Documents should be created in the following format:

- Use size 11 font
- Calibri font
- Text be unjustified (i.e., with a ragged-right margin)
- Pages should have margins of at least 1” on all sides (excluding headers and footers)
- Include a Table of Contents
- Sections must be tabbed according to the instructions in the Proposal Content Requirements section below
- PDF format is preferred, except for Exhibit C – Budget Allocation (please use Excel template provided in [publicpurchase.com](http://publicpurchase.com))

### **2. Errors in Proposals**

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are late, incomplete, missing pages or information, or cannot be opened for

any reason. The County may waive minor irregularities, but such waiver will not modify any remaining RFP requirements.

#### **D. Proposal Content Requirements (Maximum of 25 pages)**

Bidders interested in responding to this RFP must submit the following information, in the order specified below (please tab each section in your submittals).

**NOTE:** One (1) page of content is measured as 1-sided, letter-sized page.

Pages that exceed the maximum page limit will not be reviewed or scored.

##### **Introduction and Executive Summary (1 page)**

Submit a letter of introduction for the proposal. The letter must be on the organization's letterhead and contain:

- Name, title, and contact information (email, phone, and address) for representative of proposing organization who is responsible for communication related to this RFP
- Signature of person authorized to obligate organization to perform the commitment contained in the proposal

Submission of the letter will constitute a representation by organization that you are willing and able to perform the commitments contained in the proposal and have not violated the terms of this RFP.

##### **Tab 1: Qualifications and Experience (up to 5 pages, including Exhibit A)**

- a) Provide a statement of qualifications for your organization, including an organization chart, organization size, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- b) How many full-time employees (FTEs) do you plan to assign to this project if you are selected?
- c) How many people in total are employed by your organization? Delineate between employees and consultants.
- d) In Exhibit A, please list all contracts serving at-risk or justice involved youth over the past three years (Item 1) and all current contracts and commitments (Item 2). If you failed or refused to complete a contract, please provide details (Item 3)
- e) In Exhibit A (Item 4), please list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training (certifications for evidence-based programs), and any professional certifications and/or licensing.

**Tab 2: Project Philosophy and Service Model** (up to 6 pages, including Exhibit B)

Describe your organization's project approach and service model, including how proposed programs and services would be implemented, staffed, supported administratively, and delivered to clients on a consistent basis. Include the following information:

- a) Describe the amount/frequency of your proposed direct services.
- b) Describe any promising practices/evidence-based practices (EBP) your organization plans to implement to meet the requirements for this RFP. Please include the name of each curriculum/intervention that will be implemented.
- c) List your needs for physical space and/or equipment at the County during this engagement, if any, aside from space or equipment that would be provided by the County as an obvious aspect of the requested services (for example, space to treat patients, computers to document services, etc.).
- d) Identify how you will meet all other aspects of the scope of work and related requirements stated above.
- e) List any items that you cannot provide.
- f) Provide information on any other pertinent services, if any, that you will offer that will reduce costs or enhance revenue for the County.
- g) Please complete Exhibit B, being sure to identify all direct services provided through your program, including projected hours and clients for each. These must be consistent with your Project Budget (Exhibit C).

**Tab 3: Protocols for Addressing Concerns** (1 page)

- a) In the event of a routine problem, who is to be contacted within your organization?
- b) In the event of the identification of a problem by the County, its clients/patients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

**Tab 4: Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization** (1 page)

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

**Tab 5: Cost Analysis and Budget for Primary Services (up to 7 pages, including Exhibit C)**

Provide a detailed explanation for all costs associated with your proposal. Please complete the respective budget form for each of the fiscal years (Exhibit C – provided in publicpurchase.com).

**Note on Reimbursable Travel:** All mileage reimbursements for a Contractor’s use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate. That said, the County does not generally reimburse “local travel” within 50 miles. For more information, please see the “Reimbursable Travel Expenses” section of the County’s standard contract template in Exhibit D.

**Tab 6: Data Collection/Program Evaluation (up to 2 pages)**

- a) Describe how your agency/organization currently uses data to inform your work with clients.
- b) Describe your organization’s capacity to meet data collection/reporting requirements under this RFP. (Data reports will be required on a quarterly basis. Describe how your organization will ensure the timely submission of data.)
- c) List method(s) by which your agency currently tracks Units of Service (program level data). This may include databases and/or software.

**Tab 7: References (1 page)**

Provide two (2) references (not including the San Mateo County Probation Department) for your organization regarding projects of similar size and scope, including the name, address, and telephone number of at least one (1) but no more than three (3) recent clients (preferably other public agencies).

**Tab 8: Statement of Compliance with County Contractual Requirements (1 Page)**

A sample copy of the County’s standard contract template is attached to this RFP. Each proposal must include a statement of the proposer’s commitment and ability to comply with each of the terms of the County’s standard template contract, including but not limited to the following:

- Hold Harmless provision
- Liability Insurance requirements
- Non-discrimination policy
- Equal Employment Opportunity requirements
- Equal Benefits Ordinance
- Living Wage Ordinance
- Jury Service Ordinance
- All other provisions of the County’s standard template contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California. The proposal must state any objections to any terms in the County’s standard contract template and

provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as is.

**NOTE: Exceptions, modifications and omissions from the requested information will not be accepted. Deviations from the required calculations and format will result in rejection of proposal as non-responsive.**

## **IV. Evaluation and Selection Criteria**

### **A. Selection Criteria**

The proposals will be evaluated by a selection committee comprised of subject matter experts. The County intends to evaluate the proposals generally in accordance with the criteria itemized below.

1. **Project Approach and Service Model** (Up to 30 points)
  - 1.1 Demonstrates a clear understanding of the project/proposed services detailed in Section II - SOW and the tasks to be performed
  - 1.2 Feasibility of proposed amount/frequency of proposed services
  - 1.3 Feasibility of providing services within physical confines of the facility
  - 1.4 Plan and procedure to implement and maintain services on a consistent basis
  - 1.5 Reasonableness of proposed staffing level and allocation plan
  - 1.6 Description of promising practices/evidence-based practices
  
2. **Qualifications** (Up to 30 points)
  - 2.1 Expertise of the service provider in the fields necessary to complete the tasks
  - 2.2 Quality/relevance of recently completed projects
  - 2.3 Strategy for successful engagement with the County
  - 2.4 Innovation that gives proposer a competitive edge
  - 2.5 Expertise of the lead project manager
  - 2.6 Expertise of assigned staff in the subject area and description of the tasks to be performed by each staff person
  
3. **Data Collection/Evaluation** (Up to 15 points)
  - 3.1 Description of how organization uses data to inform work with clients
  - 3.2 Capacity to meet data collection/reporting requirements under this RFP
  - 3.3 Methods currently used to track units of service including databases or software
  
4. **Cost Analysis and Budget** (Up to 25 points)
  - 4.1 Feasibility of costs associated with program
  - 4.2 Exhibit C submitted without omissions

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Following the evaluation of the written proposals, the proposers receiving the highest scores may be invited to an oral interview. The interview would consist of standard questions asked of each of the



proposers. The department would combine both the written and oral interview scores of the short-listed proposers as the final scores for selection of the proposers.

The County reserves the right to select proposals other than those with the lowest costs.

## **V. Instructions to Proposers**

### **A. Pre-Proposal Meeting**

Proposers are encouraged to attend a non-mandatory, pre-proposal meeting on Dec. 7, 2022, at 9:00 a.m. to be held at the Youth Services Center, 222 Paul Scannell Drive, 2<sup>nd</sup> Floor, San Mateo, CA 94402. To RSVP for the pre-proposal meeting, please send an email to Darlene Hansen, Management Analyst at [dhansen@smcgov.org](mailto:dhansen@smcgov.org)

The meeting will provide an opportunity for Q&A.

- All answers to RFP questions provided at this meeting will be posted to Public Purchase.
- Any RFP questions posed at this meeting that need additional research will also be posted to Public Purchase along with the corresponding answer.
- Any other or additional questions regarding this RFP must be posted in Public Purchase by December 9, 2022.
- The County will respond to RFP questions in Public Purchase no later than December 16, 2022.

### **B. Communications**

- 1.1 As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
- 1.2 Proposers may not agree to pay any consideration to any company or person to influence the award of a Contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a Contract.

The above restriction does not apply to communications with the County regarding business not related to this RFP.

### **C. Contract Award**

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

#### **1.1 Award Procedure**

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible proposer(s) offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached

will be memorialized in a formal agreement using the attached standard contract template (Exhibit D).

### **1.2 Notice of Intent to Award**

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

### **1.3 Commencement of Performance**

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

## **VI. Terms and Conditions for Receipt of Proposals**

### **A. Errors, Omissions, and Inquiries regarding the RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in Public Purchase, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Inquiries regarding the RFP should be lodged in Public Purchase.

### **B. Objections to RFP Terms**

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specific grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### **C. Addenda**

The County may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on Public Purchase. The proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the County prior to the proposal due date regardless of when the proposal is submitted. Therefore, the County recommends that the proposer consult Public Purchase frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

#### **D. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for the duration of the contract and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

#### **E. Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

The County may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this RFP will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

#### **F. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

#### **G. Withdrawal of Proposals**

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether or not a new RFP is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

#### **H. No Commitment**

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a Contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

#### **I. Financial Responsibility**

The County accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the County and may be used by the County in any way deemed appropriate.

## **J. Estimated Quantity**

If the RFP results in an indefinite quantity or a requirements Contract, the goods and services actually requested by the County may be less than the maximum value of the Contract and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Contract.

## **K. Public Record**

### **General**

- 1.1 All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- 1.2 Any contract arising from this RFP will be a public record.
- 1.3 Submission of any materials in response to this RFP constitutes:
  - Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
  - Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
  - Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
  - Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

### **Confidential Information**

- 2.1 The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- 2.2 If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- 2.3 Failure to seek a court order protecting information from disclosure within ten (10) days of the County's notice of a request to the proposer will be deemed agreement to

disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.

2.4 Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.

2.5 Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

#### **L. Reservations of Rights by the County**

The issuance of this RFP does not constitute an agreement by the County that any contract will actually be entered into by the County. The County expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Reissue a Request for Proposals;
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

#### **M. No Waiver**

No waiver by the County of any provision of this RFP shall be implied from any failure by the County to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

#### **N. Cooperative Agreement (Piggyback)**

Any contract/s that will result from this competitive solicitation is being conducted as a Cooperative Procurement. The services, terms and conditions of the resulting contract may be used by other organizations as a Cooperative Agreement.

**This clause in no way commits any SMC affiliate to procure services from the awarded contractor, nor does it guarantee any additional orders will result. It does allow interested organizations, at their discretion, to make use of this competitive procurement (provided said process satisfies their own procurement guidelines) and contract directly from the awarded contractor. All purchases made by SMC affiliates shall be understood to be transactions between that organization and the awarded contractor; SMC shall not be responsible for any such contracts.**

## **VII. Protest Procedures**

### **A. Protest of Non-Responsiveness Determination**

Within five (5) working days of the County's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the County has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day following the County's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

### **B. Protest of Contract Award**

Within five (5) working days of the County's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the County has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day after the County's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

### **C. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

[Protests@smcgov.org](mailto:Protests@smcgov.org)

Subject: RFP Name and Number

### Exhibit A: Proposer's Statements

1. *List contracts completed in last three years with at-risk youth and/or youth on probation.*

Year	Contracting Agency	Type of Service	Location	Amount

2. *List contracts, or other commitments (e.g. consulting arrangements), currently in force.*

Year	Contracting Agency	Type of Service	Location	Amount

3. *Provide details of any failure or refusal to complete a contract.*

4. **Provide professional qualification for each individual that would be assigned to provide services requested in this RFP.**

Personnel Name	FTE/Salary	Applicable Degrees (Degree-Year-Institution)	Professional Licenses - Certifications for EBP	Child & Adolescent Needs and Strengths (CANS) Assessment Tool Certification
				Check one: <input type="checkbox"/> Not trained <input type="checkbox"/> Trained <input type="checkbox"/> Super Trained Certification Date: _____
				Check one: <input type="checkbox"/> Not trained <input type="checkbox"/> Trained <input type="checkbox"/> Super Trained Certification Date: _____
				Check one: <input type="checkbox"/> Not trained <input type="checkbox"/> Trained <input type="checkbox"/> Super Trained Certification Date: _____
				Check one: <input type="checkbox"/> Not trained <input type="checkbox"/> Trained <input type="checkbox"/> Super Trained Certification Date: _____
				Check one: <input type="checkbox"/> Not trained <input type="checkbox"/> Trained <input type="checkbox"/> Super Trained Certification Date: _____



## Exhibit B – Clients and Services

Please complete the following questions about your proposed services and clients.

1. Please tell us about your program, identifying the following:
  - a. The specific types of services you will provide. Be sure to indicate any use of curriculums/interventions you will implement that are evidence-based.
  - b. Where will these services be provided? Indicate geographical location as well as site.
  - c. What is the expected timing of these services? (i.e., when will they begin and end, how frequently will they be provided, year-round vs. school year etc.)

2. Please tell us about your target client population, including client characteristics and numbers you plan to serve.

3. Please complete the following for each direct service provided:

Direct Service Type	Number of Staff Providing Services	Number of Projected Hours	Number of Projected Clients

## Exhibit C – Budget Allocation

### INSTRUCTIONS

This document (Exhibit C) provides instructions and budget forms required for RFP No. PROB 2022-003: Youth and Family Programs (JJCPA/JPCF). Please follow the instructions below in completing the Budget Template. You will be asked to provide costs for each direct service component and direct operating costs for each quarter of each fiscal year. **Please complete a separate Budget Allocation form for each funding stream, if in fact, you are proposing services within each.** A sample completed budget is provided for illustration. Please double-check your math! Formulas are provided for ease of calculation, but it is the submitters' responsibility to ensure that all numbers are accurate!

#### Getting Started

1. Download the Excel templates from publicpurchase.com. These instructions are also included in the spreadsheets.
2. Navigate to the JJCPA/JPCF Budget Template tab below in this Excel file; start with Fiscal Year (FY) 23-24 budget at top.
3. Enter the name of your program at the top. [Tip: Save your file with a different file name to preserve a blank template.]

#### Section A. Direct Personnel Costs

*General: Each line item consists of a direct service component of your program (e.g., "individual counseling"). The amount for each line item is automatically calculated as the product of the number of staff, the dollar rate (per hour per staff member), and the number of projected hours. You will be asked to project the number of clients served and hours of service provided for each quarter of the fiscal year. Please complete all 3 budget forms (one for each fiscal year).*

4. Enter each of your **service components** in column A (these should match the services identified in Exhibit B).
5. Enter the **number of staff** required to provide the service (i.e., how many staff are needed to provide a single hour of service). This is not the number of individual staff members providing the service at your program or agency. For example, you may employ six (6) counselors in your program, but only 1 is needed to provide a single hour of individual counseling; thus, "1" should go in column 2. Similarly, a group service may always require two (2) or three (3) staff to provide each hour, so you would enter 2 or 3 in column B.
6. Enter the dollar **rate for a single staff member** in column C (this rate will be multiplied by the number of staff). If two or more staff members are needed to provide the service and they have different rates, please provide the average rate.
7. In column E, enter the **number of projected clients** and **number of projected hours** for Quarter 1 of FY 23-24 in the cells indicated. Repeat for Quarters 2 (column F), Quarter 3 (G) and Quarter 4 (H). In column I, enter the total number of projected clients for the FY for each direct service component (this should match the same number on Exhibit B). [Note: this cell is not auto-summed across the 4 quarters due to potential duplication of clients]
8. Check that the service component subtotals (rows 8, 11, 14, etc.) are calculating correctly. Check that the FY 23-24 total column (I) is correct. Check that your direct personnel costs subtotal (row 30) is correct.

### **Section B. Direct Operating Costs**

*General: This section is intended for direct costs of operating your program (e.g., data collection & evaluation, food, supplies, other materials, etc.).*

9. Enter the description of each direct cost component in column A.
10. Enter the total budget amount for each quarter in columns E-H. Check that totals are calculating correctly.

### **Section C. Indirect Costs**

11. Indirect Costs are automatically calculated in row 45 as 10% of Total Direct Personnel Costs (Section A + Section B).

### **Total FY Budget**

12. Check that totals from sections A and B are carried down correctly into rows 42-43. Check that your FY budget is correct.

### **Additional Fiscal Years and Total Program Budget**

13. Navigate to the next fiscal year (page 3 for FY 24-25; page 5 for FY 25-26) and repeat items 2-14 above for each FY.
14. Check that totals from each fiscal year are carried down correctly into rows 146-149. Check that your total program budget is correct.

### **Other Notes**

If you need more rows in a section, please be aware that altering the template will likely affect the auto-calculation formulas. Do not change the general structure of the budget (i.e., do not add new sections or change the way amounts are determined). Again, please make sure that you double-check all calculations and ensure your numbers are correct before submitting.

### **Submission Instructions**

Upload your completed budget to [publicpurchase.com](https://publicpurchase.com) as an Excel (.xlsx) file

# Appendix D – County’s Standard Contract Template

Agreement No. \_\_\_\_\_

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and [Insert contractor legal name here], hereinafter called “Contractor.”

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[last 2 digits of start year], through [Month and day], 20[last 2 digits of end year].

## 5. Termination

This Agreement may be terminated by Contractor or by the [Title of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement. County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## 6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## 7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## 8. Hold Harmless

### a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to

continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement. The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

#### **10. Insurance**

##### **c. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

##### **d. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

##### **e. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit



bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**f. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**g. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**h. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**i. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**j. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**k. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**l. Reporting: Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination). Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **m. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the

Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### **15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

#### **16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

#### **17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

### **18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

### **19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

### **20. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement

amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

**Exhibit A**  
**Services**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Sample

**Exhibit B**  
**Payments**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Sample



# ATTACHMENT I

## Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**[Sample Signature Page – Under \$200,000]**

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.**

**For Contractor:**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

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**For County:**

\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo

**[Sample Signature Page – Over \$200,000]**

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **[SERVICE PROVIDER COMPANY NAME]**

\_\_\_\_\_  
Contractor Signature                      Date                      Contractor Name (please print)



COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

Sample