



REQUEST FOR PROPOSALS

Youth Activities and Mental Health Services

Fiscal Year 2020-2023

Funded by the Youth Offender Block Grant

The County of San Mateo seeks one or more provider(s) of programs that promote resiliency, pro-social behavior, and emotional wellbeing for youth in the San Mateo County juvenile hall, camp, and community probation services.

Solicitation Number	PROB 2019-001
Number of contracts expected to be awarded	Multiple
Funding Sources	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> County <input type="checkbox"/> Other <i>Funded by the Youth Offender Block Grant</i>
Expected Contract Duration	36 months (July 1, 2020 – June 30, 2023)
Proposal Submission	Online via Public Purchase and 15 hard copies
County Mailing Address <i>(for hard-copy communication & proposal submissions)</i>	San Mateo County Probation Department Youth Services Center 222 Paul Scannell Drive San Mateo, CA 94402
Authorized Contact Person	Jenifer Logia, Management Analyst
Authorized Contact Person E-mail	jlogia@smcgov.org
E-mail Address for Protests	1) protests@smcgov.org 2) cabalos@smcgov.org
RFP Released	November 4, 2019
Pre-proposal meeting date and time	December 9, 2019 9:00 AM – 12:00 PM PST
Pre-proposal meeting location	Youth Services Center Training Room – 2 nd Floor 222 Paul Scannell Drive San Mateo, CA 94402
Deadline for Questions, Comments and Exceptions	Submit online via Public Purchase by December 12, 2019 4:00 PM PST
Proposal Due Date and Time	January 6, 2020 at 4:00 PM PST
Contract Negotiations Begin (for Awardees)	February 12, 2020 <i>(subject to change)</i>
Submission to County Board of Supervisors for approval	May-June 2020 <i>(subject to change)</i>
Anticipated Contract Award Date	July 2020 <i>(subject to change)</i>

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SECTION I - DEFINITIONS

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

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.

Major Change: A change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement, or is of such a nature that knowledge of the change would affect a person's decision-making process.

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, including Pacific Daylight Time when in effect

YOBG: Youth Offender Block Grant

YSC: Youth Services Center – Juvenile Hall

SECTION II - SCOPE OF WORK AND SPECIAL PROVISIONS

II.1 STATEMENT OF INTENT

As outlined in more detail in *Section 11.3 – Scope of Work*, this Request for Proposals (RFP) seeks one or more provider(s) of programs that promote resiliency, pro-social behavior, and emotional wellbeing for youth in the San Mateo County juvenile hall, camp, and community probation services. Programs should be documented or verified through an evidence-based or promising practice. The target start date and term for the proposed services is July 1, 2020, through June 30, 2023, subject to negotiation of a final agreement, with evaluation of program progress towards identified goals and objectives on a quarterly basis.

II.2 BACKGROUND

Mission: The mission of the San Mateo County Probation Department is to enhance community safety, reduce crime, and assist the victims of crime through offender accountability and rehabilitation.

Vision: 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.

The Institutions Services Division (Division) of the Probation Department protects the public by operating safe, humane, and cost-effective facilities and community supervision of youth in the juvenile justice system. The Division provides custody and programming designed to help youth make positive and healthy choices when they return to the community.

The Division operates two residential options for court-involved youth:

- Youth Services Center (YSC) – Juvenile Hall: This juvenile detention facility contains an admissions unit, seven living units, a kitchen and dining room, a health and dental clinic, a fully accredited school, and a gym and outdoor recreation area. The capacity of the Center is 180 youth, with an average daily population of 50 in fiscal year 2018-19.
- Margaret J. Kemp Camp for Girls (Camp Kemp): Opened in December 2006, Camp Kemp provides a residential setting for girls for the provision of gender-responsive programming. Programming is provided to girls who are currently incarcerated and those who have been released. The Camp is a collaborative program involving intensive mental health services and programs designed to address serious behavior problems and girls' histories of trauma and substance abuse. The capacity of the Camp is 30 youth, with an average daily population of 7 for fiscal year 2018-19 (including those released to Phase II).

In March 2019, Camp Glenwood for boys relocated to the YSC - Juvenile Hall and eventually closed.

In October 2019, the Department launched the Phoenix Re-Entry program (PREP), that will provide a seamless transition of the youth from the institution to their communities through case management and connections to programs and services. PREP will serve up to 20 youth for the duration of six (6) months and youth will progress through six (6) levels and will be offered meditation, health, mentoring, and case management services as well as an opportunity for community service.

Youth Offender Block Grant (YOBG)

The purpose of the Youthful Offender Block Grant (YOBG) is to enhance the capacity of local communities to implement an effective continuum of response to juvenile crime and delinquency. Allocations from the YOBG Fund must be used to enhance the capacity of county probation, mental health, drug and alcohol, and other county departments to provide appropriate rehabilitative and supervision services to youthful offenders subject to Welfare and Institutions Code (WIC) Sections 731.1, 733, 1766, and 1767.35. Counties, in expending the YOBG allocation, must provide all necessary services related to the custody and parole of the offenders.

For the previous RFP released in 2017, the Probation Department awarded a total of six (6) contracts ranging between \$30,000 and \$405,384. The number of contracts awarded and funding amounts for the current RFP will vary.

II.3 SCOPE OF WORK

A. DESCRIPTION

This Request for Proposals is for evidence-based or promising practice youth 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 will take place in the Youth Services Center, Camp Kemp, or help to support the Phoenix Re-Entry Program.

These services reflect San Mateo County's Shared Vision 2025 by ensuring that the County's neighborhoods are safe and provide residents with access to quality healthcare and seamless services.

The County welcomes proposals from all qualified services providers, be they individuals, local government organizations, voluntary organizations, and/or profit or nonprofit entities. Applicants may submit proposals for one or more of the following:

❖ **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.

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.

❖ **PROSOCIAL SKILLS**

Provide services that promote the development of pro-social skills and decision making. Programming should focus on developing youths' strengths in the areas of health, education, and employment readiness. Services may include (but are not limited to): legal education, healthy relationships (relationship education), and mentoring/case management. Programming will also include transitional services and community contacts for youth upon re-entry to their community. Specific examples of potential programs are outlined below.

❖ **HEALTH**

Programs that allow youth to engage in physical activity that teaches youth about health choices and productive ways to improve their physical health and appropriately deal with and manage stress.

❖ **EDUCATION**

Programs that provide tutoring to assist youth with academic success. Programs that provide case management and assist youth with the process of re-entering school within their respective communities. These services should include (but are not limited to): ensuring youth are connected with a school immediately following discharge, ensuring all coursework completed is transferred back to the school, connecting youth with appropriate resources to promote successful re-entry.

❖ **VOCATIONAL**

Programs that 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 guidance/training, supportive services as well as training on appropriate professional etiquette.

❖ **EMOTION REGULATION/COPING SKILLS**

Programs that help youth understand emotion regulation and coping skills. These programs should include psychoeducation on feelings and emotions as well as give youth substantial opportunity to apply/practice coping skills. Examples of coping skills may include: meditation, mind body awareness, yoga, creative arts, and art therapy.

❖ **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. Programming will also include transitional services and community contacts for youth upon re-entry to their community.

❖ **HUMAN TRAFFICKING (SERVICES FOR COMMERCIALY AND SEXUALLY EXPLOITED YOUTH)**

Programs that raise awareness and provide information to address recruitment, transportation, and harboring of youth by means of threat, use of force or other forms of coercion concerning sexual exploitation and labor trafficking. Programs should be survivor-led and trauma-informed. Preference will be given to organizations who can implement programs that are conducting research to establish efficacy (i.e., My Life My Choice, Ending the Game).

❖ **FAMILY THERAPY**

Provide counseling sessions to incarcerated youth and their families for the purpose of increasing family cohesion, engagement and coping skills. Provide education to family members about the juvenile justice system and the status of their youth in the juvenile hall.

❖ **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.

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

REQUIRED MEETINGS (FOR SERVICES IN CAMP KEMP ONLY)

Meeting	Frequency/Length	Purpose
Multi-disciplinary Team	1x week/1-1.5 hours	Discuss cases in collaboration with other clinical staff
Clinical Team	1x week/1 hour	Discuss cases in collaboration with other clinical staff
Leadership	2x monthly/1 hour	Meeting with other clinical staff and manager
Logistics	1x week/1 hour	Discuss any issues that may be occurring during the program; Plan trainings and team building
Court	1x monthly/3-4 hours	Monthly court reviews
Steering	1x every other month/1.5 hours	Discuss overall programming, ensure staff and service providers have what is needed to provide services
Team Building	Quarterly/4-6 hours	Discuss what can be done collectively to offer the best services and have better understanding of roles
Orientation/Transition	As needed	Discuss program and expectations with parents and youth
Training	As needed	Training on various topics related to youth
Family Night	1x every other month/3 hours	Probation staff, service providers, youth, and family enjoy evening of activity and dinner

B. REPORTING REQUIREMENTS

All programs funded through this Youth Offender Block Grant (YOBG) funding stream are required to participate in an annual evaluation, with two main components:

1. Units of Service (Program Level Data)

Units of service data help the department understand programmatic impacts on youth. Grantees are required to collect (at a minimum) the following individual client-level data on all program participants receiving direct services through the YOBG funding stream. Grantees are also required to submit this data to Probation on a quarterly basis.

Youth Demographics	Program Data
Gender	Program entry date
Date of Birth	Program exit date
Zip code of residence	Date(s) of service
Race	Length of service (hours per meeting)
Ethnicity	Type of service (e.g. individual counseling, group counseling, mentoring, workshops, case management, etc.)

2. 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. The 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, Trauma. Each program typically completes a unique set of CANS items and modules according to the specific fit with their programs and clientele. Community-based organizations must administer the CANS once (at intake) and at six-month intervals until the youth is discharged from the program for all youth enrolled in their YOBG funded programs who receive at least four service contacts.

There is no cost to use the CANS; however, there is a training component that all providers must complete prior to administering to program participants. Providers administering the CANS are required to undergo training and become certified. San Mateo County will provide one training in 2020 in which all selected programs will be given the opportunity to train staff on how to administer this survey. In general, this training takes one-day, with an annual recertification process. For information on the CANS please visit <http://praedfoundation.org>. If your program has staff already trained on the CANS, please identify them in the corresponding section of Exhibit A.

C. LENGTH OF AGREEMENT

The anticipated duration of the agreement will be for three (3) years, with the term tentatively to begin July 2020 and end June 2023.

D. FUNDING

The Department anticipates making multiple awards with the available funds. Applicants may request all or a portion of funds. Total amounts and specific allocations are subject to change relative to changes in state or local budgets. Applicants may be asked to include a 10 percent (10%) match of the awarded amount.

The total amount of funds available for these services is \$460,000 per year. Probation shall determine with selected providers the preferred delivery of services. Agencies applying for more than one service may submit one proposal to include multiple services. Applicants may request all or a portion of funds. The Probation Department anticipates making multiple awards with the available funds.

E. FINGERPRINTING/BACKGROUND CHECKS

Selected contractor(s) will be subject to fingerprinting requirements and background checks.

SECTION III - INSTRUCTIONS FOR PROPOSERS

III.1 PRE-SUBMITTAL ACTIVITIES

A. Registration

- (1) 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>
- (2) 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 at: http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

B. Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, to the Public Purchase site by **December 12, 2019 at 4:00PM PST**. Questions and comments received after the deadline may not be acknowledged.

C. Request for Changes

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.

- (1) Request for Substitution of Specified Equipment, Material, or Process
 - (a) Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
 - (b) If requesting a substitution for a required item, submit requests by **December 12, 2019 at 4:00PM PST**. Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

D. Revisions to the Solicitation

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

E. Contact with County Employees

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

- (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.
- (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.

F. Pre-Proposal Conference and Site Visits

All interested parties are invited to participate in a voluntary informational session that will be held as follows:

Monday, December 9, 2019
9:00 A.M. to 12:00 P.M.
Youth Services Center – Training Room, 2nd Floor
222 Paul Scannell Drive
San Mateo, CA 94402

During the pre-proposal conference, the County may respond to questions received prior to the Conference. The County may choose to provide additional information following the Conference.

All interested parties are invited to participate in a tour of the facilities to be held as follows. Space is limited. To attend the facility tour, please contact Jenifer Logia at jlogia@smcgov.org.

Friday, December 13, 2019
9:30 A.M. to 11:30 A.M.
Youth Services Center – Main Lobby
222 Paul Scannell Drive
San Mateo, CA 94402

Answers to questions raised prior to and at the events will be posted on Public Purchase.

III.2 PROPOSAL CONTENT REQUIREMENTS

A. **Cover Letter**

Provide a cover letter no longer than one (1) page on your letterhead which includes the name and title of each person authorized to represent the proposer in negotiations and signed by an individual authorized to execute legal documents.

B. **Specified Content and Detailed Sequence of Information in the RFP**

Each proposal should include sections addressing the information, and in the order shown, in the following section. The proposer should be sure to include all information that they feel will enable the Evaluation Committee and, ultimately, the County to make their decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that the proposer feels would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section III, III.11, B(1).

C. **TABBING OF SECTIONS**

TAB 1: Qualifications and Experience (Question Responses + Org Chart + Exhibit A = 5 Pages Maximum)

- 1) Provide a statement of qualifications for your organization, including an organization chart (1 page maximum), a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full-time employees (FTEs) do you plan to assign to this project if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and consultants.
- 4) In Exhibit A, please list all contracts serving at-risk or justice involved youth over the past 3 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).
- 5) In Exhibit A (Item 4) 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: Philosophy and Service Model (Question Responses + Exhibit B = 5 Pages Maximum)

This section describes your philosophy and service model for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner by which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and staff monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- 1) 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.
- 2) 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.).
- 3) Identify how you will meet all other aspects of the scope of work and related requirements stated above.
- 4) List any items that you cannot provide.
- 5) Provide information on any other pertinent services, if any, that you will offer that will reduce costs or enhance revenue for the County.
- 6) 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 Maximum)

- 1) In the event of a routine problem, who is to be contacted within your organization?
- 2) 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 Maximum)

- 1) 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 (Question Responses + Exhibit C = 7 pages Maximum):

- 1) Is travel time to the County expected to be billable? If so, contractor should follow the General Services Administration (GSA) guidelines at <https://www.gsa.gov/travel/plan-book/per-diem-rates> for expenses and provide all travel receipts for payment. Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service.
- 2) Include start-up costs if any.
- 3) Provide a detailed explanation for all costs associated with you providing the requested services if you are selected. Please complete the respective budget form for each of the fiscal years (Exhibit C).

TAB 6: Cooperative Purchasing (1 Page Maximum)

- 1) State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.
- 2) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

TAB 7: Quality/Program Evaluation (2 Pages Maximum)

- 1) Describe how your agency/organization currently uses data to inform your work with clients.
- 2) Describe your organizations current capacity to successfully collect the required data specified in *Section II - SCOPE OF WORK AND SPECIAL PROVISIONS, II.3, B. 1*. Data reports will be required on a quarterly basis; describe how your organization will ensure the timely submission of data.
- 3) List method(s) by which your agency currently tracks Units of Service (Program Level Data). This may include databases and/or software.

TAB 8: References (1 Page Maximum)

- 1) Provide two business references (not including the San Mateo County Probation Department) for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.
- 2) Provide two client/patient references, if applicable and appropriate, for whom you have provided more than occasional services. Include names, titles, e-mail addresses and phone numbers for these individuals.

TAB 9: Statement of Compliance with County Contractual Requirements (1 Page Maximum)

A sample copy of the County’s standard template contract for both Department Head approval (contracts under \$100,000) and Board of Supervisors approval (contracts over \$100,000) 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:

- 1) Hold Harmless provision
- 2) Liability Insurance requirements
- 3) Non-discrimination policy
- 4) Equal Employment Opportunity requirements
- 5) Equal Benefits Ordinance
- 6) Living Wage Ordinance
- 7) Jury Service Ordinance
- 8) 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: The samples of the Standard Contract Template enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service provider. Do not insert any information or attempt to complete the enclosed sample contract templates. Once a provider is selected, the County will work with the selected provider to draft a provider-specific contract using the required template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

III.3 PROPOSAL SUBMISSION

A. General Instructions

- 1) All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts and/or other attachments.
- 2) **Please use Calibri 11 font size**
- 3) All proposals should adhere to the specified content and sequence of information described by this RFP.
- 4) Submit one (1) complete electronic (PDF, Microsoft Word, etc.) version of your proposal and any required attachments, including Exhibit C in Excel (.xlsx) format to the County via www.publicpurchase.com per the instructions found on the publicpurchase.com website.
- 5) **Submit fifteen (15) hard copies** of your proposal and any required attachments to:
Jenifer Logia, Management Analyst
County of San Mateo Probation Department
222 Paul Scannell Drive
San Mateo, CA 94402

B. 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) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.

C. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are 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.

III.4 PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

III.5 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 solicitation 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.

III.6 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.

III.7 ESTIMATED QUANTITIES

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

III.8 PROPOSER SELECTION

At any time in the evaluation process, the County may request clarifications from proposers.

A. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other proposers.

B. Proposal Evaluation

The County will establish an evaluation committee which will evaluate responsive proposals based on criteria. The committee may then recommend one or more top-ranked proposers for final negotiation of contract terms or may invite one or more proposers for oral presentations and demonstrations, following which those proposers may be allowed to amend their proposals. After evaluating presentations and amended proposals, the committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

C. Determination of Responsibility

The County will make a determination of the responsibility of any proposer under consideration for award, taking into consideration matters such as the proposer's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any proposer found non-responsible and allow the finding to be contested.

III.9 CONTRACT AWARD

A. 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.

B. 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 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 Agreement template.

C. 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.

III.10 PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility, Format, and Address

- (1) Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.
- (2) The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.
- (3) Submit protests to:
 - (a) Christopher Abalos, Director & Custodian of Records, San Mateo County Probation Department via e-mail to cabalos@smcgov.org, and
 - (b) to the County Procurement Manager by email to protests@smcgov.org or via hard copy to: County Procurement Manager, 455 County Center, 4th Fl, Redwood City, CA 94063

B. Protest Deadlines

Submit protests with any supplemental materials by 5 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

- (1) If relating to the content of the solicitation or to an addendum, file within **five (5) Business Days after the date the County releases the solicitation or addendum.**
- (2) If relating to any notice of non-responsiveness or non-responsibility, file within **five (5) Business Days after the County issues such notice.**
- (3) If relating to intent to award, file **within five (5) Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.**

C. Protest Contents

The letter of protest must include all of the following elements:

- (1) Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
- (2) The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.

Protests that simply disagree with decisions of the Evaluation Committee will be rejected.

D. Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

III.11 PUBLIC RECORDS

A. General

- (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.
- (2) Any contract arising from this RFP will be a public record.
- (3) Submission of any materials in response to this RFP constitutes:
 - (a) 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
 - (b) 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
- (4) Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - (a) Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

B. Confidential Information

- (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) 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.
- (3) Failure to seek a court order protecting information from disclosure within ten 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.
- (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.
- (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.

SECTION IV - EVALUATION CRITERIA

IV.1 PROPOSAL EVALUATION

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

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.

Note that the County reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

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

The Evaluation Committee will recommend a provider or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider to finalize an agreement in relation to the proposer's response.

SECTION V - INSURANCE

V.1 LIABILITY INSURANCE REQUIREMENTS

Provide evidence of insurance for each of the checked categories

<input checked="" type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$1,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 - per accident for bodily injury and property damage.
<input checked="" type="checkbox"/>	Workers' Compensation	As required by the State of California
<input checked="" type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	\$1,000,000 - per occurrence.
<input checked="" type="checkbox"/>	Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
<input type="checkbox"/>	Pollution Liability	\$ - Per Occurrence
<input type="checkbox"/>	Pollution Liability (Aggregate)	\$

V.2 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

- (1) **Privacy and Network Security**
During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.
- (2) **Technology Errors and Omissions**
During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

SECTION VI - EXHIBITS

VI.1 EXHIBIT A: APPLICANT’S STATEMENTS

1. List contracts completed in last three years for services with youth in detention and/or re-entry services.

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	CANS Certification (see section II.3.B.2)
				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: _____

VI.2 EXHIBIT B: CLIENTS AND SERVICES FORM

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

INSTRUCTIONS

*This document (Exhibit C) provides instructions and budget forms required for RFP Number PROB 2019-001: Youth Activities and Mental Health Services (YOBG). 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. 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 YOBG Budget Template tab below in this Excel file; start with FY 2020-21 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 (FY). 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 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 2 or 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 2020-21 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 2020-21 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 2021-22; page 5 for FY 2022-23) 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 as an Excel (.xlsx) file

SECTION VII - SAMPLE CONTRACT

VII.1 SAMPLE CONTRACT

Standard contract templates (under \$100,000 and over \$100,000) are included below. These are included for information only. **Do not complete these forms.** The final agreement between the County and any successful proposer will be based on these templates.

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 H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

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

a. 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.

b. 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.

c. 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 4.106 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

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or 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.

* * *

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

VII.2 SAMPLE SIGNATURE PAGE: UNDER \$100,000

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)

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

VII.3 SAMPLE SIGNATURE PAGE: OVER \$100,000

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