

Solicitation RFP-PRB-FY13-0163

**Domestic Violence Juvenile Offender Treatment
Program**



County of Santa Clara

Bid RFP-PRB-FY13-0163

Domestic Violence Juvenile Offender Treatment Program

Bid Number	RFP-PRB-FY13-0163
Bid Title	Domestic Violence Juvenile Offender Treatment Program
Bid Start Date	Jan 9, 2012 4:21:18 PM PST
Bid End Date	Feb 16, 2012 3:00:00 PM PST
Question & Answer End Date	Feb 8, 2012 3:00:00 PM PST
Bid Contact	Adam Perez Management Analyst
Pre-Bid Conference	Jan 18, 2012 9:00:00 AM PST Attendance is optional Location: Orientation Conference Room - APD 2314 N. First St. San Jose, CA 95131

Description

The Santa Clara County Probation Department seeks a service provider who will partner with the Probation Department and the Domestic Violence/Family Violence Court to provide effective and sustainable domestic violence treatment program services to Domestic Violence Juvenile Offenders.



REQUEST FOR PROPOSAL (RFP)

RFP-PRB-FY13-0163

Domestic Violence Juvenile Offender Treatment Program

RFP RELEASE DATE: Monday, January 9, 2012

RFP RESPONSES DUE DATE: Thursday, February 16, 2012
3:00 PM, Pacific Standard Time

**PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME
NO EXCEPTIONS**

RFP RETURN ADDRESS:
ATTN: **Contracts Administration**
Administrative Resources Unit
Santa Clara County Probation Department
2314 North First Street, 2nd Floor
San Jose, CA 95131-1011

RFP CONTACT:
Address all Questions and Clarifications to Bidsync, www.bidsync.com

TABLE OF CONTENTS

Section	Section Title	Page(s)
I	INVITATION TO PARTICIPATE IN THE REQUEST FOR PROPOSAL	3
II	BACKGROUND	3
III	PROPOSAL FORMAT AND CONTENT	4
IV	GENERAL INFORMATION	10
V	SELECTION PROCESS	17
VI	ATTACHMENT AND EXHIBITS	21

EXHIBITS:

Exhibit 1 – COVER SHEET
Exhibit 2 – DESIGNATION OF SUBCONTRACTORS
Exhibit 3 – CUSTOMER REFERENCES
Exhibit 4 – PROPOSED BUDGET
Exhibit 5 – PROPOSER'S QUESTIONNAIRE
Exhibit 6 – CULTURAL COMPETENCE FORM
Exhibit 7 – CONFIDENTIAL INFORMATION PUBLIC RECORDS ACT
Exhibit 8 – NON-COLLUSION DECLARATION
Exhibit 9 – SAMPLE AGREEMENT / NON-STANDARD AGREEMENT
Exhibit 10 – INSURANCE REQUIREMENT
Exhibit 11– CONTRACTING PRINCIPLES (DECLARATION OF CONTRACTOR)
Exhibit 12 – SERVICE CATEGORY: Domestic Violence Juvenile Offender Treatment Program
Exhibit 13 – COUNTY LOCAL PREFERENCE POLICY
Exhibit 14 – MONTHLY NARRATIVE REPORT SAMPLE
Exhibit 15 – CALIFORNIA PENAL CODE 1203.097(c)(1)

SECTION I: INVITATION TO PARTICIPATE IN REQUEST FOR PROPOSAL (RFP)

The Santa Clara County Probation Department invites qualified service providers—capable of partnering with the County of Santa Clara Probation Department (Probation), particularly Probation Officers who work with the Domestic Violence/Family Violence Court, other County agencies, other vendors, community based organizations (CBO's), school districts and private institutions—to submit proposals for the provision of effective, sustainable, and results-oriented treatment services to domestic violence juvenile offenders, referred by the Domestic Violence/Family Violence Court and/or the Probation Officers. The Probation Department reserves the right to pursue any and/or all ideas generated by this request.

The proposers must demonstrate 1) that elements of culture, language, values, beliefs, worldview traditions and historical experiences are incorporated into the treatment services provided to these youthful offenders, referred by the Domestic Violence/Family Violence Court and/or the Probation Officers, and the families of these youthful offenders, and 2) that the proposers have the qualifications and experience to incorporate these elements into the treatment services.

The estimated term of the contract services is **July 1, 2012 to June 30, 2013**, with the possibility of two consecutive extension amendments of one year each. Contract renewal will be dependent on performance, need for service and availability of funding by the Probation Department. **Probation anticipates that the total funding for the Domestic Violence Juvenile Offender Treatment Program will be \$54,910. The amount of funding is subject to change.**

This RFP is contingent on the appropriation of sufficient funding by the County for the services covered by this RFP. If funding is reduced or deleted by the County for purposes of this RFP, the County has the option to either terminate this RFP with no liability accruing to the County or to offer an addendum to the RFP that reflects the reduced amount of the funding.

ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

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

SECTION II: BACKGROUND

SANTA CLARA COUNTY

The County area is located at the southern tip of the San Francisco Bay. With a population of 1,682,585, it is the fifth largest county in the State of California. The populace of the County is racially and ethnically diverse.

PROBATION DEPARTMENT

The County of Santa Clara operates the Probation Department. The Probation Department provides a range of administrative, rehabilitative, institutional, supervisory, and court-related services for both adults

and juveniles.

MISSION STATEMENT

The mission of the Probation Department is to reduce crime and protect the community through prevention, investigation and supervision services, and safe custodial care for adults and juveniles. As an integral part of the justice system, Probation is committed to building partnerships with the community, restoring losses to victims of crime and the public through innovative programs that stress offender accountability and development of competency skills.

SECTION III: PROPOSAL FORMAT AND CONTENT

Proposers must provide a complete response to all the items in this section in the format set forth in **Subdivision A** and provide all forms set forth in **Subdivision B**. Answers to questions in this section must be completed in sequential order and the answers for each section should be distinguishable from the preceding and following sections. Responses must be clearly stated and not refer the reader to other sections for information. It is recommended, but not required, that the section number be referenced in providing answers.

Budget proposal information should be contained only in **Section 8** of the proposal submission. Do not include budget information in any other part of the proposal.

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. No limitation on the content of the proposal is intended in these instructions and inclusion of any pertinent data or information is permitted within the page requirements.

SUBDIVISION A:

1. EXECUTIVE SUMMARY

This section must include a summary of the key aspects of the proposed solution and principal advantages to the County and must **not exceed one page**.

2. ORGANIZATIONAL INFORMATION

Must **not exceed four pages** and relates only to the “Lead Agency” if proposer intends to subcontract with other agencies.

Please provide information on the following:

- 2.1 Your company’s complete name, business address, including headquarters and all local offices, and telephone numbers. The name, mailing address, and telephone number of the person the County should contact regarding the proposal.
- 2.2 Indicate any offices or facilities located within the Santa Clara County that have meaningful delivery of service production capabilities that substantially and directly enhance your firm’s ability to perform services throughout Santa Clara County.
- 2.3 A description of your organization, including names of principals, number of employees, longevity, client base, areas of specialization, and expertise.

- 2.4 A complete description of your company's experience related to the service program noted on **Exhibit 12**.
- 2.5 The jurisdiction in which your company is organized and the date of such organization.
- 2.6 A complete disclosure if your company has defaulted in its performance on a contract during the past five years which has led the other party to terminate the agreement, and if so, the identity of the parties involved and the circumstances of the default or the termination.
- 2.7 A list of any lawsuits filed against your company, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits. **This list is separate from the maximum allowable number of pages.**
- 2.8 Copies of your company's last two audited annual financial statements within the past three years, and/or other information that will assist in formulating an opinion about the stability and financial strength of the organization. **These statements are separate from the maximum allowable number of pages.**
- 2.9 In response to the RFP, a certificate of insurance or letter is required from proposer's insurance broker indicating compliance or ability to comply with the insurance requirements as stated in **Exhibit 10**. **This letter/certificate is separate from the maximum allowable number of pages.**
- 2.10 Provide complete resumes and references for all key personnel associated with the proposal. **These documents are separate from the maximum allowable number of pages.** The list must include all key personnel who will provide project management, implementation, technical support, training, and maintenance and support services. Note: References are considered part of the resumes; additionally, biographies or a matrix of lead agency key personnel may also fulfill this requirement.

3. **SUPPORT AND SERVICES**

Not to exceed **three pages**.

- 3.1 Provide information on the normal hours and describe the channels (phone, email, web-help, etc.) for which County representatives and clients can contact the program and staff.
- 3.2 Describe how after-hours support is provided, if any.
- 3.3 What steps are followed when program service adjustments are identified and before they are generally released to a client and notifying other service providers (e.g., Probation Department) Describe the method to be followed to deploy program service adjustments.
- 3.4 Describe the procedure for program service adjustments and/or enhancements to services.
- 3.5 Describe the administrative processes the County must undertake to effectively support the ongoing program or enhancement of program services.

- 3.6 Describe the training requirements for staff, County ([how the County will access your services](#)) and clients to effectively use the proposed program services. Include training outline, time needed, and the training methodology. Also include a schedule of ongoing training and seminars if available.
- 3.7 The County will consider past performance to verify proposer's capability of providing the proposed service levels. Proposer shall provide the following:
- 3.7.1 A list of customers currently using the proposed program services
- 3.7.2 Provide three customer references ([Exhibit 3](#)), similar in organization for which you have furnished the proposed program services.

4. **SCOPE OF WORK**

This section should include a summary of the key aspects of the proposed solution and principal advantages to the County. Develop a scope of work that includes the goals, objectives, activities and associated outcomes. **This section is separate from the maximum allowable number of pages.**

Must use the following [SAMPLE FORMAT](#) for the scope of work, see below.

[Scope of Work: Service Category Name](#)

[PROPOSER: Proposer Name](#)

[Contract Period: 2](#)

[Funding Source: Grant](#)

GOAL: (Provide information to support/describe proposed goal).

Example: Provide reintegration services to youth under the age of 17.5 in the Aftercare Program.

OBJECTIVE: (Provide information to support/describe proposed objective)

Example: Develop a plan to reintegrate youth under the age of 17, in Santa Clara County, into the community.

ACTIVITIES:

Instructions: The activities should be concise and clear. Activities should be tied to particular goals and objectives that can be measured.

Example: Develop a management plan of action that includes coordination of services between the Probation Department staff and other proposers to increase the presentation skills of 80% of youth customers by graduation from the four month program.

OUTCOMES:

Instructions: Describe outcomes associated with the activities in the work plan that the proposer expects to produce as it relates to anticipate positive changes in the participants. Proposer will provide in the outcome measures how probationers and staff will receive and track referrals, training and education.

Use the following format:

To _____ the _____
(Desired Impact) (Effect/Result)
of _____ by _____
(How much and whom) (When)

Example: To increase the presentation skills of 80% of youth customers by graduation from the six month program.

In your work plan, describe the program rules and how the staff will deal with disciplinary issues. Provide information how youth and staff will receive and track referrals, training and education to deal with difficult subjects and issues.

5. **IMPLEMENTATION METHODOLOGY AND APPROACH**

Must **not exceed five pages**.

- 5.1 Provide a narrative statement that sets out the methodology your organization intends to employ to assist the County in implementing the proposed program services and illustrate how this methodology will cause the County to reach its objectives.
- 5.2 Provide a program service project plan for completion of the project that includes:
 - a. Project phases and tasks to be performed;
 - b. Assignment of roles to tasks, including skills required;
 - c. Deliverables and who is responsible for the deliverable; and
 - d. Timeline for the project phases, tasks, and deliverables.
- 5.3 Provide a description of the management plan your organization intends to employ for the project and an explanation of how it will support the program service requirements and logically lead to the required deliverables. The description must include the organization of the project team, including accountability and lines of authority.
- 5.4 Describe what is required of the County to ensure a successful implementation of the program services.
- 5.5 Explain the approach to migrate existing program services if services are transferred over from one contractor to awarded contractor.

6. **PROGRAM INNOVATION**

Any innovative management and culturally competent methods to increase effectiveness and/or flexibility of the operation should be described, as well as their projected value to the overall operation. Must not exceed **four pages**.

7. **ADDITIONAL INFORMATION**

Any other relevant information that supports the proposal, such as letters of recommendation from other localities, such as another County agency. Must not exceed **four pages**.

8. **BUDGET PROPOSAL**

Provide a budget proposal and proposer formatted budget justification for each budget line item that uses the Generally Accepted Accounting Principles. Please note the following budget criteria:

- a. No more than 15% of the total personnel budget will be used for indirect costs.
- b. No more than 10% of the total budget will be used for capital expenditures, such as purchase of hardware (i.e., fax machine).
- c. No more than 15% of the total budget will be used for staff training, travel and direct supplies for the contracted service category.
- d. Complete a budget proposal and proposer formatted budget narrative.
- e. For each budget line item listed in the budget proposal, include an explanation and justification within the budget narrative.
- f. Include an audited financial statement and management letters.

Formatting for the information to be provided in Section III shall be as follows:

Subdivision A - Detailed Management Plan: Paginate each section and do not apply consecutive numbering to the response in the Detail Management Plan.		
Cover Sheet	Word documents provided on Bidsync.	Exhibit 1 followed by Attachment D “Declaration of Local Business” from Exhibit 13, if declaring Local Preference.
<u>Executive summary:</u> Not to exceed one page.	Proposer formatted single page section divider with the title of the section 16 font size and heading in All CAPS.	Section 1
<u>Organizational Information:</u> Proposer should describe the functional and/or organizational structure of overall organization. Outline background, past experience and organizational qualifications that enable proposer to provide the required services. Not to exceed four pages.	Proposer formatted single page section divider with the title of the section, 16 font size and heading in All CAPS.	Section 2
<u>Support and Services:</u> Describe the staffing plan the proposer intends to employ in order to provide the required services. Include any relevant qualifications and experience of staff that will be used to provide the services. Not to exceed three pages.	Proposer formatted single page section divider with the title of the section, 16 font size and heading in All CAPS.	Section 3
<u>Scope of Work:</u> See sample format in the RFP.	Proposer formatted single page section divider with the title of the section, 16 font size and heading in All CAPS.	Section 4
<u>Implementation Methodology and Approach:</u> Describe the technical approach for providing all the services included in this RFP. Not to exceed five pages.	Proposer formatted single page section divider with the title of the section, 16 font size and heading in All CAPS.	Section 5
<u>Program Innovation:</u> Any innovative methods to increase effectiveness and/or flexibility of the operation should be described, as well as their projected value to the overall operation. Not to exceed four pages.	Proposer formatted single page section divider with the title of the section, 16 font size and heading in All CAPS.	Section 6
<u>Additional Information:</u> Any other relevant information that supports the proposal such as letters of recommendation	Proposer formatted single page section divider with the title of the section, 16 font size and heading in All CAPS.	Section 7

from other localities, such as another County agency. Not to exceed four pages .	heading in All CAPS.	
Budget Proposal: Proposal Budget Form (in US dollars), along with the vendor Budget Narrative format. Use Exhibit 4	Proposer formatted single page section divider with the title of the section, 16 font size and heading in All CAPS. Excel document provided on Bidsync.	Section 8
Audited Financial Statement and Management Letters and the Declaration of Contractor (see Exhibit 11). Note: If Type II, additional forms required (Use Exhibit 11 in Bidsync).	Proposer Generated Standard Format for the Audited Financial Statement and Management Letter.	Section 9

All proposers must include in the order and format below:

Subdivision B - Form Requirements: Provide Distinct Header Title and Capitalize the Title Form Requirement in response to the RFP.		
REQUIREMENT	FORMAT	LABEL
Designation of Subcontractors	Word document provided on Bidsync.	Exhibit 2
Customer Reference	Word document provided on Bidsync.	Exhibit 3
Proposer's Questionnaire	Word document provided on Bidsync.	Exhibit 5
Cultural Competence Form	Word document provided on Bidsync.	Exhibit 6
Confidential Information Public Records Act	Word document provided on Bidsync.	Exhibit 7
Non-Collusion Declaration	Word document provided on Bidsync.	Exhibit 8

Probation does not require that proposers use the specific Word and Excel forms provided in this RFP. Proposers are however required to provide the required information outlined on those forms in a similar format.

Probation does not guarantee the accuracy of the formulas in these forms nor is responsible for any errors or omissions. Proposers assume all responsibility for the accuracy of the information provided either on the forms included with this RFP or other formats.

SECTION IV: GENERAL INFORMATION

PROPOSAL PROCESS SCHEDULE

The following is an anticipated proposal and engagement schedule. The dates and times of the proposal process schedule is subject to change at the discretion of the Probation Department.

Monday, January 9, 2012	<u>RFP RELEASE</u> Release RFP on Bidsync website.
--------------------------------	--

<u>Wednesday, January 18, 2012</u> Conference Location Santa Clara County Probation Department Administrative/Adult Services Facility Orientation Conference Room 2314 North First Street, 2nd Floor San Jose, CA 95131-1011 Conference Time: <u>9 a.m. – 11 a.m.</u>	<u>PRE-PROPOSAL CONFERENCE</u> PROPOSERS: BRING A COPY OF THE RFP TO THE MEETING Attendance is highly recommended for all proposers wishing to submit a proposal. The answers to the clarification and questions received from the pre-proposal conference will be posted on the Bidsync website within 72 hours.
Wednesday, February 8, 2012 by: <u>3:00 PM PST</u>	<u>QUESTIONS DEADLINE</u> Deadline to submit questions relating to RFP.
Thursday, February 16, 2012 by: <u>3:00 PM PST</u> Submission Location: ATTN: Contracts Administration Santa Clara County Probation Department Administrative Resource Unit 2314 North First Street, 2nd Floor San Jose, CA 95131-1011	<u>PROPOSALS DUE</u> Proposals due with a CD and one original with five copies that are three holes punched and tab divider for each copy. The tab divider should include the name of the proposer and service category. <u>Postmarks will not be accepted as the time-of-delivery, and proposals must actually be delivered by 3:00 p.m. PST. Faxed or e-mailed proposals will not be accepted.</u>
Tuesday, February 21, 2012	<u>DISQUALIFICATION – SELECTION NOTICES</u> Disqualification notices due to failure of meeting the RFP minimum requirements will be emailed to proposers.

Wednesday, March 7, 2012 and/or Thursday, March 8, 2012 Interview time to be announced.	<u>PROPOSER INTERVIEWS</u> Date of interviews – all proposers must keep these dates available for interviews. Notification of location and time will be sent via e-mail or phone to proposers.
Tuesday, March 13, 2012	<u>NOTIFICATION</u> • Notification of contract award will be sent via e-mail to proposers. • Non-selection notices will be sent via e-mail to proposers.
Friday, March 16, 2012 by: 3:00 PM PST	Proposer Appeals Due
Friday, March 23, 2012	Response to appeals sent to proposers.
Friday, March 30, 2012	Projected completion of contract negotiations
Sunday, July 1, 2012	Projected start date of services

PROPOSER CONTACT

Proposer shall provide the name, address, telephone, FAX number, and e-mail address of an individual in its organization to whom notices and inquiries by the County should be directed as part of this proposal.

INSTRUCTIONS TO PROPOSERS

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. No limitation on the content of the proposal is intended in these instructions and inclusion of any pertinent data or information is permitted.

A proposal and all attachments shall be in English and complete and free of ambiguities, alterations, and erasures. The proposal must be executed by a duly authorized officer or agent of proposer. In the event of conflict between words and numerals, the words shall prevail.

A completed proposal with required attachments and exhibits must be delivered either in person or mail by **Thursday, February 16, 2012, 3:00 p.m. PST**. Postmarks will not be accepted as the time-of-delivery, and proposals must actually be delivered by 3:00 p.m. PST to the address below on the due date. Faxed or emailed proposals will not be accepted. Proposals must be delivered to:

**ATTN: Contracts Administration
Administrative Resource Unit
Santa Clara County Probation Department
2314 North First Street, 2nd Floor
San Jose, CA 95131-1011**

All requirements listed in this RFP must be clearly identified in the proposal. Proposals submitted by proposers in response to this RFP must explicitly follow the format and instructions herein.

1. Submit three holes punched six copies of the proposal [one original and five copies] along with seven tab dividers that shows clearly the proposer name. Only one copy of the financial statement is required and should be attached to the original proposal.
2. Submit a CD of the proposal in Microsoft Word and/or Excel format. No PDF will be accepted.
3. Proposals are to be typed and prepared on both sides of 8-1/2" x 11" recycled paper (minimum of 20% post consumer waste). Do not use hard cover loose-leaf binders for proposals. Use cover page and staple in upper left hand corner or with a GBC binding (binder clips).
4. Rubber band or clip the original to the copies.
5. Proposals must be typed using **Times New Roman** with a minimum font size of **12** on letter size paper with 1.5 spacing and 1 inch margins.
6. Proposals will have a table of contents that corresponds to the exhibits and sections with separate pagination in the Detail Management Plan.
7. Proposal will be numbered by section with separate pagination with the footer noting **"RFP No. RFP-PRB-FY13-0163 - Proposal For: Domestic Violence Juvenile Offender Treatment Program"**.
8. Do not attach any information that is not requested.
9. The proposal should be firmly sealed in an envelope, which shall be clearly typed marked on the outside **"RFP No. RFP-PRB-FY13-0163 - Proposal For: Domestic Violence Juvenile Offender Treatment Program"**. Any proposal received after the due date and time cannot be accepted and will be rejected and returned to the proposer unopened. Therefore, the envelope must also have a type written return address on the outside.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for:

Date: **Wednesday, January 18, 2012**
Time: **9:00 a.m. to 11:00 a.m.**
Location: **Administrative/Adult Services Facility
Orientation Conference Room – 2nd Floor
2314 North 1st Street
San Jose, CA 95131**

The purpose of this conference is to review the RFP, provide clarification and respond to questions. The answers to the clarification and questions received from the pre-proposal conference will be posted on the Bidsync website within 72 hours.

Additional questions after the pre-proposal conference will be accepted through the Bidsync website only.

The response to the Bidsync questions and/or clarifications will occur within 72 hours. The Probation Department will not accept further questions and/or clarification after **Wednesday, February 8, 2012**. Oral responses given at the conference are not binding on the County. Only responses and clarification issued via a written addendum shall be binding to the County. **All potential proposers are highly encouraged to attend this conference.**

MINIMUM REQUIREMENTS

Proposers must register with the Santa Clara County Procurement Department's RFP website. Proposals that do not meet the following minimum requirements shall be deemed non-responsive and will not be considered.

The County will not accept a proposal if:

- A. Any of the RFP forms are left blank or are materially altered;
- B. Any document or item necessary to the proposal is incomplete, improperly executed, indefinite, ambiguous, or is missing.

Additionally, factors such as, but not limited to, the following may also disqualify a proposer without further consideration:

- A. Evidence of collusion among proposers;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. A proposer's default under any type of agreement which resulted in the termination of that agreement;
- D. Existence of any unresolved litigation between proposer and the County.

Proposals must be prepared and submitted in accordance with the provisions of these RFP instructions and specifications.

LATE RESPONSE

All responses to the RFP must be received at the above address no later than the stated RFP due date and time. Responses received after the deadline will not be considered. No exceptions.

COMPENSATION

This will be a fixed price deliverable contract. For each deliverable, the Probation Department and the successful contractor will negotiate a fixed price (i.e., time and materials) not to exceed the maximum amount of the contract or the remaining balance of the contract whichever is less.

CONTACT WITH SANTA CLARA COUNTY EMPLOYEES

At the issuance date of this RFP and continuing until the final date for submission of proposals, all County personnel are specifically directed not to hold meetings, conferences or technical discussions with any proposer for purposes of responding to this RFP. Any proposer found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this RFP.

RESERVATIONS

Probation reserves the right to do the following at any time:

- A. Terminate this RFP and issue a new RFP.
- B. Modify the process, the specifications or requirements for materials, contents or format of the response.
- C. Revise any dates specified in this RFP, including deadlines for accepting responses.
- D. Right to reject any and all proposals without indicating any reason for such rejection.
- E. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation.
- F. Request that proposers supplement or modify all or certain aspects of their proposals or other documents or materials submitted.
- G. Modify the selection process, the specification or requirements for materials or services, or the contents or format of the proposals.

- H. Extend a deadline specified in this RFP, including deadlines for accepting proposals.
- I. Modify in the final contract any terms described in this RFP.
- J. Terminate failed negotiations with proposers without liability, and negotiate with other proposers.
- K. Disqualify any proposers on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to Santa Clara County.
- L. Request that services be provided by certain proposers' staff or request that certain proposers staff be excluded from provision of services as determined by Santa Clara County to be in Santa Clara County's best interest.
- M. Reject a proposer's proposal where the proposer is in breach of, or in default under, any other agreement with Santa Clara County.
- N. Waive any requirement of this RFP when it is determined that waiving a requirement is in the best interest of the Probation Department.
- O. Directly negotiate and/or award contract of service(s) with a proposer or none of the proposers.

INTENT OF AWARD

If an award is made, it is the Probation Department's intent to award one service agreement and the awarded proposer will be required to work with Probation Department staff to collect data for the purpose of program evaluation and funding source compliance.

PUBLIC OPENING OF RFP

There will be no public opening for this RFP.

OUTCOME MEASURES

Successful proposers will comply with additional outcome measures requirements as established by the Probation Department. Probation can modify or change the scheduled timeline or structure of the outcome measures and when the outcome measure reports are required at the execution of the contract and/or during the contract period.

REPORTING REQUIREMENTS

Successful proposers will submit a monthly program narrative and other requirements as established by the Probation Department. Notice of additional reporting requirements from the Probation Department's Administrative Resource Unit will be provided five working days in advance. The delivery of the reporting requirements will be completed in ten working days from the time the notice was provided by email or fax. These requirements include, but are not limited to participation in the survey, special reports and semi-annual contract monitoring review. Probation can modify or change the scheduled timeline or structure of the report and when the reports are required at the execution of the contract and/or during the contract period.

INVOICE COPY, NARRATIVE AND DATA COLLECTION REPORTS

Selected proposer(s) must comply with the submission of monthly program narratives, program activity reports and invoices. These items are due on the fifteenth working day of the month, by e-mail to the Probation Department's Administrative Resource Unit.

The Probation Department can modify or change the scheduled timeline or structure of the monthly or quarterly reports and when the reports are required at the execution of the contract and/or during the contract period.

GENERAL DESCRIPTION OF PROPOSED AGREEMENT

All Agreements require the proposer to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations, including the County's Contracting Principles as set forth in [Exhibit 11](#).

The estimated term of the contract services is **July 1, 2012 to June 30, 2013**, with the possibility of two consecutive extension amendments of one year each. After the third year, the service category will be subject to an RFP according to the Santa Clara County Board of Supervisors Policy and Procedure. Contract renewal will be dependent on performance, need for service, and availability of funding by the Probation Department.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification and insurance requirements are described in [Exhibit 10](#), and depend on the amount of the award.

CONSEQUENCE OF SUBMISSION OF PROPOSAL

The RFP does not commit the County to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services.

After acceptance of the successful proposal, the County and the successful proposer shall be obligated to enter into an agreement consistent with the proposal submitted. Should the successful proposer fail to execute the agreement, the County shall have the right to seek legal remedies against the proposer, including damages and shall have the right to award to the next responsive proposer.

Statistical and financial information contained in this RFP is for informational purposes only. The County shall not be responsible for the complete accuracy of said data.

ACCEPTANCE OR REJECTION OF PROPOSAL

The Agreement shall be awarded to the proposer whose proposal most closely satisfies the needs of the County and is deemed to be most advantageous to the County. The County reserves the right to accept or reject any or all portions of a proposal. The County also reserves the right to waive any minor informality or irregularity in any proposal. Additionally, the County reserves the right to reject any and all proposals and/or cancel this procurement at any time.

INQUIRIES AND/OR CLARIFICATIONS

Proposers must register with the Santa Clara County Procurement Department's RFP website, www.bidsync.com. Registered proposers will be able to post questions about the RFP, will be able to view answers to the questions about the RFP, and will be notified by email through Bidsync if addenda are issued on this RFP, no exception to this rule. Proposers must submit questions about this RFP on-line through www.bidsync.com ONLY.

Any County response to a request for clarification and/or question by a proposer will be made in the form of an answer and/or addendum to the RFP through the Santa Clara County Procurement Department's RFP website, www.bidsync.com.

The response to a request for clarification and/or question by a proposer will be issued no later than 72 hours after the pre-proposal conference. The proposer should wait for responses to inquiries prior to submitting a proposal.

As of the issuance date of this RFP and continuing until the final date for submission of proposals, all County personnel are specifically directed not to hold meetings, conferences or technical discussions with any proposer for purposes of responding to this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

LOCAL PREFERENCE

See [Exhibit 13](#) for a copy of the County policy on local preferences.

PUBLIC RECORDS ACT

Government Code Sections 6550, et. seq., the “Public Records Act” defines public records as any writings containing information relating to the conduct of the public business. The Public Records Act provides that public records will be disclosed upon written request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

The Probation Department does not represent or guarantee that any information submitted in response to this RFP will be confidential. If the Probation Department receives a request for any document submitted in response to this request, it will not assert any privileges that may exist on behalf of the person or business entity submitting the proposal. It is the responsibility of the person or business entity submitting the proposal to assert any applicable privileges or reasons that the document should not be produced.

CONFIDENTIAL INFORMATION

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the County is not in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked “confidential,” “trade secret,” or “proprietary,” the County will provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

SECTION V: SELECTION PROCESS

EVALUATION CRITERIA

All proposals will be evaluated according to the criteria listed below. Failure to comply with any part of the RFP procedure may eliminate a proposal from consideration. The County reserves the right to waive any informality, technical defect, and/or clerical error, as the interest of the County requires. Probation will screen proposals for basic compliance with the RFP requirements. Only qualified proposals will be submitted to the review panel for evaluation.

The Probation Department implemented a new proposer selection process that requires all proposers to submit a written proposal and participate in an oral interview when responding to any Request for Proposal (RFP) solicitation. The selection committee can award up to 50 points for the written proposal and up to 50 points for oral interview. The results of these two rating processes will be combined to award the contract. If the combined ratings result in a tie, the Chief Probation Officer will determine which proposer will be awarded the contract.

1. Proposer’s Financial Capability and Responsive and Responsible to the Requirements of the RFP/RFQ (Pass or Fail)

Instructions:

- a. Attach documentation showing proposer is a private non-profit entity with tax-exempt status under Federal code 501 c (3), if applicable. [Items b and c](#) should be placed in **Section 9** at the end of the proposals right after Budget Proposal, **Section 8**. They are exempt from the page numbering requirement.
- b. Attach an audited financial statement and management letter. The audited financial statement must be within a fiscal period not surpassing the 18 months period of submission and prepared by an independent, certified public accountant.
- c. Complete and attach **Exhibit 11**, the Declaration of Contractor and if Contractor is a Type II, as described in the County's Contracting Principles, complete and attach the required Type II forms.

2. Written Response (Up to 50 Points)

- a. Program Services **(25 Points)**
 - i. Proposal clearly describes the objectives, activities and outcomes required to implement the program and support delivery of services.
 - ii. Program design is comprehensive.
 - iii. Proposer clearly cites the research for the evidenced-based model its program design is based upon.
 - iv. Proposer clearly defines the implementation timeline
 - v. Proposer has experience/background in providing the required services.
- b. Projected Budget **(10 Points)**
 - i. The proposal clearly shows realistic costs.
 - ii. Budget Narrative clearly explains/supports proposed budget and clearly explains staffing, facilities, and overhead costs.
- c. Target Population **(15 Points)**
 - i. Proposer's experience is working with target population.
 - ii. Proposer has ability to provide culturally competent services.
 - iii. Proposer has staff reflective of target population. Staffing reflects the diverse cultural and linguistic characteristics of the targeted population to be served.

3. Oral Interview (Up to 50 Points)

- a. Oral Interviews will take place as follows:

Date: **Wednesday, March 7, 2012 and/or Thursday, March 8, 2012**

Time: Proposer will be contacted using information stated on **Exhibit 1** "Cover Sheet" to schedule time of interview.

Location: **Probation Department
Administrative/Adult Services Facility
Tahoe Conference Room
2314 North 1st Street
San Jose, CA 95131**

- b. Interview questions may cover the following:
 - i. Knowledge of local community and assets available to enhance proposed services (25 Points); and
 - ii. Best Practices/Evidence-based model used to provide services (25 Points).

PROPOSAL REVIEW

Proposals received by the established deadline will be screened by the Probation Department's staff to determine whether they are responsive and responsible.

1. Responsible means one who:
 - Possesses adequate financial resources, or the ability to obtain such resources, as required during the performance of the contract; and
 - Has the ability to comply with the proposed delivery or performance schedule, taking into consideration available expertise and any existing business commitments; and
 - Has no record of unsatisfactory performance, lack of integrity, or poor business ethics; and
 - Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.
2. Responsive means one whose proposal substantially complies with all requirements of the RFP.

If a proposal is found to be non-responsive, non-responsible, or both, it will be recommended to the Deputy Chief Probation Officer/Executive Administrative Services Manager/Designee that the proposal be rejected. Written notification of the recommended rejection and reasons will be sent to the applicant on **Tuesday, February 21, 2012**

Once the initial screening is completed, proposals will then be reviewed by a Selection Committee designated by Executive Managers. This Committee will rate and rank the proposals in accordance with the established evaluation criteria in this RFP.

After the initial review, **all** proposers will be required to participate in an oral interview. Proposers will be notified by, **Thursday, February 23, 2012, by: 5:00 p.m. PST** by e-mail, or phone of their interview time. All proposers must be available on **Wednesday, March 7, 2012 and/or Thursday, March 8, 2012**, for mandatory oral interviews. Interviews will be conducted in person.

The results of the Selection Committee's recommendation will be submitted to the Executive Manager for final approval.

Proposers will be notified of the contract award on **Tuesday, March 13, 2012** by fax, e-mail, or certified mail.

The County may negotiate with the first ranked proposer commencing on **Wednesday, March 14, 2012**. If the first ranked proposer and the County cannot reach agreement within a reasonable time, then the County may elect to terminate those negotiations and negotiate with the next highest ranked proposer. Alternatively, the County may terminate all negotiations at any time.

CONTRACT NEGOTIATION

If the Executive Manager has approved the selection committee's recommendation, the selected proposer will be offered the opportunity to negotiate a contract. If a contract cannot be satisfactorily negotiated with the proposer(s) Probation may, at its sole discretion, begin to negotiate a contract with one or more of the remaining eligible proposers.

APPEAL PROCESS

The protest period will begin on **Tuesday, March 13, 2012**. All protests and appeals must be in writing and signed by the protestor or appellant or an authorized agent. Such documents must state the legal citation of law or policy and all facts and arguments on which the protestor or appellant is relying as the basis of its action. Such protestor or appellant shall also attach or supply, on demand by the Probation Department, any relevant exhibits referenced in the documents.

Protests and appeals must be sent or hand-delivered to Vickie Gorley, Management Analysis Program Manager, Contracts Administration, Santa Clara County Probation Department, 2314 North First Street, 2nd Floor, San Jose, CA 95131-1011 or emailed to: vickie.gorley@pro.sccgov.org. State in subject heading: **RFP-PRB-FY13-0163 Appeal**.

If a protest is not received in writing by **Friday, March 16, 2012, by 3:00 p.m. PST**, it will not be considered.

The Program Manager requesting services will consider all of the facts available, review them with the Deputy Chief Probation Officer/Executive Administrative Services Manager in consultation with the Chief Probation Officer and issue a decision in writing within five business days after receipt of the written protest, unless more time is needed. The protester and the proposer(s) against whom the protest is made will be notified when or if additional response time is necessary.

If the protesting proposer or the proposer against whom the protest is made is not satisfied with the decision, either party shall have the right to appeal to the Chief Probation Officer. Such protest or appeal must be received by the Chief Probation Officer within four business days after notification of the Program Manager/Deputy Chief Probation Officer's decision. The Chief Probation Officer shall consider all of the facts available and issue a decision in writing within four business days after receipt of the protest/appeal, unless more time is needed. The protesting and/or appealing proposer will be notified if a longer time is necessary. The Chief Probation Officer's decision is final.

SECTION VI: ATTACHMENT AND EXHIBITS

SUMMARY PAGE OF EXHIBITS

EXHIBITS:

Exhibit 1 – COVER SHEET

Exhibit 2 – DESIGNATION OF SUBCONTRACTORS

Exhibit 3 – CUSTOMER REFERENCES

Exhibit 4 – PROPOSED BUDGET

Exhibit 5 – PROPOSER'S QUESTIONNAIRE

Exhibit 6 – CULTURAL COMPETENCE FORM

Exhibit 7 – CONFIDENTIAL INFORMATION PUBLIC RECORDS ACT

Exhibit 8 – NON-COLLUSION DECLARATION

Exhibit 9 – SAMPLE AGREEMENT / NON-STANDARD AGREEMENT

Exhibit 10 – INSURANCE REQUIREMENT

Exhibit 11– CONTRACTING PRINCIPLES (DECLARATION OF CONTRACTOR)

Exhibit 12 – SERVICE CATEGORY: Domestic Violence Juvenile Offender Treatment Program

Exhibit 13 – COUNTY LOCAL PREFERENCE POLICY

Exhibit 14 – MONTHLY NARRATIVE REPORT SAMPLE

Exhibit 15 – CALIFORNIA PENAL CODE 1203.097(c)(1)

Exhibit 1

COVER SHEET

Agency or Name: _____

Mailing Address: _____

City, State, and Zip Code: _____

Telephone Number: _____ Fax Number: _____

Name & Title of Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

1. Do you wish to claim LOCAL PREFERENCE status? YES () NO ()

If yes, please refer to [Exhibit 13](#) "County Local Preference Policy" and provide a copy of your County of Santa Clara Business License and/or written evidence of a principal business office or branch or satellite office with at least one full time employee located in Santa Clara County with your submittal. If you fail to submit the proper information with your proposal, you will be denied consideration for local preference. The information cannot be submitted later.

2. Fill in amount proposed and initial on the line provided.

Service Category: Ranch Substance Abuse Program

Amount Proposed:

Initials: _____

Proposer understands, agrees, and warrants:

- A. That proposer has carefully read and fully understands the information that was provided by the County to serve as the basis for submission of this proposal;
- B. That proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- C. That all information contained in the proposal is true and correct to the best of proposer's knowledge;
- D. That proposer signed a non-collusion affidavit herewith attached with the proposal;
- E. That proposer did not receive unauthorized information from any County staff or consultant during the proposal period except as provided for in the RFP packet, addenda thereto, or the pre-proposal conference;
- F. That by submission of this proposal, the proposer acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer, and proposer hereby grants the County permission to make said inquiries, and to provide any and all requested documentation in a timely manner; and
- G. That proposer offers and agrees to furnish the goods and services specified in the proposal.

No proposal shall be accepted which has not been signed in ink in the appropriate space below.

I hereby certify that I am an authorized representative of the above agency and to the best of my knowledge and belief that:

The data in this response is true and accurate; the agency has investigated all aspects of the RFP; the agency is aware of the applicable facts pertaining to the RFP process, procedures, and requirements; the Agency has read and understands the RFP; the agency has the capability to successfully undertake and complete the responsibilities and obligations of their response being submitted; the agency will be able to meet all of the minimum proposal requirements as specified in this RFP; and, the agency will comply with the necessary certifications and assurances if a contract is awarded.

This shall constitute a warranty, the falsity of which entitles the County to pursue any remedy authorized by law, at the option of the County, the right of declaring any contract made as a result thereof to be void.

By signing below, the submission of a proposal shall be deemed a representation and certification by the proposer that it has investigated all aspects of the RFP; that it is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; and that it has read and understands the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the proposer was not fully informed as to any fact or condition.

1. If proposer is an INDIVIDUAL, sign here (include a notarized affidavit attesting to the authenticity of said signature):

Date _____

Proposer's Signature

Proposer's Typed Name and Title

2. If proposer is a CORPORATION, the duly authorized officer(s) shall sign here:

The undersigned certify that they are respectively:

_____ and _____
Title Title

of the corporation named below; that they are designated to sign this proposal cost form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

Exhibit 2

DESIGNATION OF SUBCONTRACTORS

Proposer shall completely fill in the form below for each subcontract that exceeds one-half percent (1/2%) of the proposer's total proposal. A subcontractor is defined as one whom:

- 1) Performs work or labor
- 2) Provides a service to the proposer
- 3) Specially fabricates and installs a portion of the work according to the plans and specifications.

Work shall be done in compliance with California Public Contract Code sections 4100-4114 and any amendment thereof.

Proposer shall assume full responsibilities for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior written approval from the Chief Probation Officer or his/her designee. Changes in subcontractors without prior written consent from the Chief Probation Officer or his/her designee can result in the cancellation of the purchase order or contract.

NAME OF SUBCONTRACTOR	COMPLETE ADDRESS AND TELEPHONE NO	SPECIALTY

AUTHORIZED SIGNATURE: _____

PRINT OR TYPE NAME: _____

DATE: _____

COMPANY NAME: _____

TELEPHONE NUMBER: (____) _____

ADDRESS: _____

Exhibit 3

CUSTOMER REFERENCES

With your proposal, provide three customer references similar in organization for which you have provided the proposed services.

1. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____
2. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____
3. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____

Exhibit 4

Vendor Name:	
Program:	
Total Project Budget:	

Budget OK!

I. DIRECT COSTS	Amount
A. PERSONNEL	
SUBTOTAL	\$ -
B. OTHER DIRECT COSTS	
SUBTOTAL	\$ -
C. SUBCONTRACTS	
SUBTOTAL	\$ -
II. INDIRECT COSTS	
SUBTOTAL	\$ -
TOTAL	\$ -

Exhibit 5

PROPOSER'S QUESTIONNAIRE

All information requested in the Questionnaire shall be furnished by the proposer, and shall be submitted with the proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for the rejection of a proposal.

1. Name of proposer exactly as it is to appear on a management services agreement and address which proposer would designate under the Notice provision of the agreement:

2. Proposer, if selected, intends to carry on the business as Individual (), Partnership (), Joint Venture (), Corporation (), Other (): If "Other" attaches explanation.

3. If a partnership or joint venture, attach a copy of the partnership agreement or joint venture agreement and identify the participants:

A.	NAME	ADDRESS	SHARE

B. Date of Organization:

C. General or Limited Partnership:

 (if applicable)

Agreement Recorded:

County	State	Date
--------	-------	------

D. Registered in California?

 If so, when?

4. If a corporation, answer the following:

A. When incorporated?

B. In what state?

C. Authorized to do business in California?

If so, what date?

D. Name, address, years in the corporation, and percentage of stock held by the following officers:

President:

 Years:

 Stock %:

Vice President:

 Years:

 Stock %:

Secretary:

 Years:

 Stock %:

Treasurer: _____ Years: _____ Stock %: _____

Other: _____ Years: _____ Stock %: _____

E. Name, address and percentage of stock held by each Member of the Board of Directors:

Chairman: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

F. Name, address and shares of stock held by other principal stockholders: (A Principal Stockholder is defined as a stockholder who holds 10% or more of standing stock of the corporation).

Total capitalization: \$ _____
Amount of capital stock subscribed: \$ _____
Amount paid in: \$ _____

5. Have you ever had a bond or surety denied, canceled, or forfeited?

YES () NO () If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

6. Have you ever declared bankruptcy or been declared bankrupt?

YES () NO () If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

7. Have any agreements held by you for the services listed in the RFP ever been canceled?

YES () NO () If yes, give details.

8. Have you ever been sued by any other jurisdiction or contractor for issues pertaining to fee payment, performance, or other issues relating to the services listed in the RFP?

YES () NO () If yes, give details.

9. Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposals?

YES () NO () If yes, give details. Attach copy of such agreement(s).

10. Are you now engaged in any litigation which does now or could in the future affect your ability to pay fees or perform under the Agreement?
- YES () NO () If yes, give details.
11. What is the duration and extent of your experience in the RFP service category? Experience must reflect local office as well as overall organization's experience (i.e., if your local office is part of a larger group, nationwide).
12. Submit at least two (2) persons, firms and/or governmental bodies, with whom you currently have arrangements or agreements for the RFP service category. Provide contact person's name and telephone number.
13. Submit at least two (2) persons, firms and/or governmental bodies with which you have had arrangements or agreements that are now concluded (organizations that are no longer active customers of your (firm). Provide contact person's name and phone number for each organization.
14. State number of persons employed by you who are engaged in the RFP services. Indicate what percentages of these employees are employed locally and what percentage of those employees would directly service an account resulting from this request for proposal. Of the employees indicated, what percentage is management and what percentage are operational?

The undersigned hereby declares under penalty of perjury that all statements, answers and representations made in this questionnaire are true and accurate, including all supplementary statements hereto attached. In the case of a corporate proposer, the signature of one duly authorized representative is sufficient.

Signature

(Please Print or Type name)

Title

Signature

(Please Print or Type Name)

Title

Exhibit 6

CULTURAL COMPETENCE FORM

Agency Name: _____
Program Category: _____

Identify the Agency's ability to provide language, gender, and culturally specific to the RFP services by checking all that apply and/or provide the name of Agency that you have an arrangement with to respond to these referrals.

A	B		C
Language, Gender and Culturally Competence	Have staff on board		Name of Agency that you have an arrangement with to respond to these referrals
	1	2	
	Included in staffing work plan	Not included in staffing work plan. Explain below	
Spanish (Language)			
Vietnamese (Language)			
Other Language:			
G.L.B.T Staff			
African American Staff			
Latino Staff			
Native American Staff			
Asian American Staff			
Pacific Islander Staff			
Others:			

Exhibit 7

CONFIDENTIAL INFORMATION PUBLIC RECORDS ACT

1. If requesting that section(s) of their proposal be kept confidential, proposer must list the specific page number(s) and section(s) below.
2. Listing the information below, does not guarantee it will remain confidential. Proposer must have a legal basis for requesting an exemption(s) under the California Public Records Act (PRA) (Government Code Section 6254).
3. If the explanation/reason does not fall under one of the exemptions permitted by the PRA, the information will be disclosed by the County in accordance with the law.
4. Marking your entire proposal as "confidential" or "proprietary" is unacceptable. You must identify the specific page number(s) and section(s) and have a legal basis stated in the explanation/reason column below.
5. If proposer is not requesting any exemption(s), please check box: ☐

<u>Item #</u>	<u>Page #</u>	<u>Section/sub-section #</u>	<u>Explanation/Reason</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Print or Type Name: _____

Authorized Signature: _____

Company Name: _____

Date: _____

Exhibit 8

NON-COLLUSION DECLARATION

I, _____, am the
(name)

_____ of _____,
(Position Title) (Company)

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

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

(Date)

(Signature)

Exhibit 9

SAMPLE AGREEMENT ONLY - Actual Agreement
will be drafted for negotiations

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Date: _____

Purchase Order Number: _____

(Procurement Department Use Only)

Agency/Department Name: _____

Department No.: _____

Brief Description of Services: _____

Maximum Financial Obligation: \$

Term of Agreement: Start Date: _____

End Date: _____

For County Use Only – SAP

	Account Assignment	General Ledger	Cost Center	Amount	WBS	Internal Order
Line 1						
Line 2						
	H, I or J	Expense Code	Dept. Code		Capital Project Code	"PCA" code - Optional

SECTION II: PARTIES TO AGREEMENT

CONTRACTOR		COUNTY of SANTA CLARA	
Legal notices pertaining to this agreement will be sent to the name, address and contact person below:		Mail Invoices to County of Santa Clara at:	
Name:		Agency/Dept:	
Contact Person:		Contract Monitor:	
Address:		Address:	
City/State/Zip:		City/State/Zip:	
Telephone:	Fax:	Telephone:	Fax:
SCC Vendor Number (SAP):		Fiscal Contact:	

SECTION III: CONTRACT AUTHORIZATION

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

SIGNATURES

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

Contractor:	Date:
Procurement Department:	Date:
Agency/Department Manager:	Date:
Agency/Department Fiscal Officer:	Date:
County Counsel: (Signature required when the Standard Provisions language (Section VI) is changed or for IT Services of \$500,000 or less. It is also required when contract was approved by a delegation of authority from the Board)	Date:
Office of the County Executive: (Signature required when Board approved contract by a delegation of authority)	Date:

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION IV: DETERMINATION OF TAX WITHHOLDING AND BENEFIT STATUS

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

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

☐ **YES** - This is an Independent Contractor. **Proceed to Section V**

☐ **NO** - Complete the Questionnaire (For help with the Questionnaire, visit www.oba)

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

		YES	NO
1	Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, mark the box YES. If NO, please explain.		
2	Training: Will the County instruct the contractor on how to do the job or pay for external training? If NO, please explain.		
3	Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? If NO, please explain.		
4	Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc? If NO, please explain.		
5	Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before - answer NO and explain briefly.		
6	Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? If NO, please explain.		
7	Designation as Business Entity: If the Contractor has a business license or business certificate, mark the box "No". (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued. Bus Lic. # _____ Issued by: _____		
8	Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. If NO, please explain. Be sure this answer matches the contract payment schedule in Section V.		
9	Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. If NO, please explain.		

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

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

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

Contractor's Initials: _____

Reviewed and signed off by **Dept. Fiscal Officer** _____

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION V: CONTRACT SPECIFICS

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

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

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

B. DELIVERABLES, MILESTONES, TIMELINE FOR PERFORMANCE

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

C. PERFORMANCE STANDARDS

List specific standards and criteria sufficient to evaluate Contractor's performance and quality of deliverables

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

D. PAYMENT SCHEDULE

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

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

Changes to the terms and conditions on this page require approval of County Counsel

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION VI: STANDARD PROVISIONS

A. ENTIRE AGREEMENT

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

B. CONFLICTS OF INTEREST

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

C. GOVERNING LAW, VENUE

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

D. ASSIGNMENT

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

E. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

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

F. WAIVER

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

G. NON-DISCRIMINATION

☐ Standard Non-Discrimination Language

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

-- OR --

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

H. TERMINATION

☐ Standard Termination Language

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

--OR--

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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

I. COUNTY NO-SMOKING POLICY

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

SECTION VII: CONTRACTING PRINCIPLES

A. Other Current County Contracts

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

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

☐ Contractor has other contracts for same or similar services within the County

Enter contract information for other contracts in table below

Agency/Dept/Division	Type of Service	Current Fiscal Year Contract Amount
		\$
		\$
Total of all Current Fiscal Year Contracts		\$

Or ☐ See Attachment _____

B. CONTRACTOR SELF-DECLARATION

TYPE I CONTRACT

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

Type I Category: _____

Explanation: _____

TYPE I CONTRACT:

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

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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

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

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

-- OR --

TYPE II CONTRACT

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

TYPE II CONTRACT

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

- a. Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of **three (3) years from termination of this contract or until all claims, if any have been resolved, whichever period is longer** or longer if otherwise required under other provisions of this contract.
- c. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.
- d. Contractor shall provide to the County Department /Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, "financial audit" includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, of performance or program audits.
- e. Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.
- f. Contractor shall promptly advise the County Department/Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.
- g. As required under the Resolution and the County's implementing procedures, Contractor provided to County as a part of the selection *[substitute "renewal," "extension," or "amendment" as appropriate]* process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor's employees, length of service, staff turnover and training, complaints (if any) regarding legal violations and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

The failure of Contractor to comply with any portion of Section VII, including the Contractor Self-Declaration of Status is considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and non-renewal of the contract. Contractor may be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and will have the opportunity to respond and discuss the County's intended action.

SECTION VIII: INSURANCE / INDEMNIFICATION

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

A. TYPE OF INSURANCE LANGUAGE

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

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

☐ Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

	YES	NO
1. Workers Compensation: Does the contractor have employees? If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.		
2. Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.		
3. Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.		
4. Non-owned Auto Insurance: Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.		

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION IX: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

☐ **A. Federal Required Language Attached** (optional)

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

☐ **B. State Required Language Attached** (optional)

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

SECTION X: ADDITIONAL ATTACHED EXHIBIT (S) (optional)

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

☐ **Exhibit Name(s)** _____

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

SECTION XI: MISCELLANEOUS

☐ **Statement of Economic Interest, FORM 700**

If Form 700 is required, it must be filed with the Clerk of the Board within 30 days of the contract's effective date of _____. Contractor must submit Form 700 by _____ to the Department's Contract Monitor. Department's Contract Monitor will submit the completed Form 700 with the Form 700 cover sheet to the Clerk of the Board by _____.

SECTION XII: BEVERAGE NUTRITIONAL CRITERIA

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

Exhibit 10

EXHIBIT B-2A

INSURANCE REQUIREMENTS FOR
STANDARD SERVICE CONTRACTS
BETWEEN \$50,001 AND \$100,000

Indemnity

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

Insurance

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

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This

approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

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

C. Notice of Cancellation

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

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence – \$1,000,000
 - b. General aggregate – \$1,000,000
 - c. Products/Completed Operations aggregate – \$1,000,000
 - d. Personal Injury – \$1,000,000
2. General liability coverage shall include:
 - a. P remises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

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

4. Automobile Liability Insurance:

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

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

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

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

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

Exhibit 11

CONTRACTING PRINCIPLES
October 1997

WHEREAS the County of Santa Clara purchases contract services;

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

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

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

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

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

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

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

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

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

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

I. Contracting Principles

- A. All Type I and Type II contracts, as hereinafter defined, shall include a contract provision specifying that the contractor shall comply with all applicable federal, state and local rules, regulations and laws.
- B. In order to assure fiscal responsibility, strength and compliance with these principles, all Type I and Type II contracts shall include a contract provision specifying that the contractor shall maintain financial records, that would be adequate to show that County funds were used for purposes consistent with the terms of the service contract.
- C. All Type II contractors shall provide specific information in addition to that which is required of a responsible bidder. The information will be delineated in the contractor selection process document but shall, at a minimum, include the following information pertaining to the actual provision of services and/or expenditures charged to the contract:

1. Information regarding the wage level, pay range and benefits for positions and job classifications.

- a. The wage and benefit information for executive, managerial and supervisory positions may be presented as one aggregate figure. For example: "Executive, Managerial and Supervisory wage and benefits costs for this contract are (or in the case of a new program the projected level) \$X for each year of the contract." However, in no instance would an individual be identified by employee name.
- b. The wage level, pay range and benefit costs for all other positions and job classifications that will be providing actual services and/or expenditures charged to the contract should specify actual distribution (or in the case of a new program the projected level) of wage rates within each pay range by the specific salary level. However, in no instance would an individual salary be identified by employee name. In the case of single position job classes the information may be aggregated with similar job classes.

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

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

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

2. Length of Service

- a. The length of continuous employment with the contractor by job classification (information shall not include employee names).
- b. In addition, the contractor may submit information detailing the relevant prior experience of employees within each job classification (information shall not include employee names).

3. The annual rate of staff turnover.

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

5. The number of legal complaints issued by an enforcement agency for alleged violations of applicable federal, state or local rules, regulations or laws and the number of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws. The information must include the date, enforcement agency, the rule, law or regulation involved and any additional information the contractor may wish to submit.
 6. Copies of any collective bargaining agreements or summary of personnel policies covering the employees providing services to the County.
- D. All Type II contracts shall include a contract provision specifying that in order to determine compliance to these principles as well as the contract, the contractor shall be required to provide the County or its agents, except where prohibited by federal or state laws, regulations or rules, reasonable access, through representatives of the contractor, to facilities, records and employees that are used in conjunction with the provision of contract services.
 - E. During the term of any contract all Type II contractors shall provide to the County copies of any financial audits that have been completed. The contractor shall use County funds for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contracts, this shall not preclude the realization of profits or savings.
 - F. During the term of any contract all Type II contractors shall advise the County Department/Agency responsible for monitoring the contract of the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State or Local agency for alleged violations of federal, state or local rules, regulations or laws. In addition, the specific contract may include additional provisions regarding notice to the County of specific client/patient service issue complaints.
 - G. During the term of any contract all Type II contractors shall advise the County of the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws.
 - H. Violations of this policy may be considered material breaches of any Type I or Type II contract, and may, at the option of the county, constitute grounds for the termination or non-renewal of any such contract, according to its terms. The contractor shall be provided reasonable notice of any intended termination or non-renewal and the opportunity to respond and discuss the County's intended action.

II. Definitions:

- A. For purpose of this Resolution renewal of any contract shall not include modifications or amendments that do not extend the original length of the contract.
- B. For purposes of this Resolution services shall not include the rental, purchase, sale, lease, lease back or lease purchase of goods. Nor shall the rental, purchase, sale, lease, lease back or lease purchase of any facility or property be included.
- C. For purposes of this resolution Type 1 Service contracts shall include *any* of the following in which the county purchases services from:
 1. Sole Source
 2. Construction or other work required by law to be contracted out.
 3. Individuals and contractors that employ less than twenty-five employees.
 4. Contract which provides for immediate needs necessary to preserve public health, safety or peace and any other emergency work which cannot be handled because staff and equipment have been allocated and the work must be done post-haste.

5. Contract necessary to provide immediate emergency repair of facilities or equipment in order to preserve or provide continuous public, inmate, patient or client services or for the safety and health of the public or employees.
 6. Contract with other public agencies.
 7. Contract of One Hundred Thousand Dollars (\$100,000) or less (excluding contractors where the aggregate of multiple contracts for the same or similar services with the same contractor exceeds \$100,000), except where a labor contract contains a specific provision that requires notice to the County labor organization, then the labor contract provision and threshold dollar amount shall be applied.
 8. Contract with Professionals (such as legal, financial, engineering, architectural, management consulting services, and physician and medical consulting services) where the primary services contracted for will be provided by those professionals.
 9. Contract requires work to be performed with specialized equipment (such as trucks, cranes and other similar large equipment) including those contracts when the contractor provides an operator for the equipment.
 10. Contract for facility or equipment maintenance except such facility or equipment maintenance provided by County employees at the time of adoption of this resolution (i.e., FY 1998).
 11. Contract is for maintenance services incidental to the purchase (or lease etc.) of goods or equipment.
 12. Contracts to provide employee benefits pursuant to provisions of County labor contracts.
- D. For purposes of this Resolution Type II Service Contracts include all service contracts in which the County purchases services not covered under Definitions I.B. and I.C. of this Resolution.

III. Implementation

- A. The County Executive shall direct the preparation and dissemination of any administrative guidelines and directives to County Departments/Agencies as are necessary to implement this Resolution as of June 1, 1998. These directives shall include a requirement that each County Department or Agency advise current service contractors of the implementation of this Resolution prior to June 1, 1998.
- B. The County Counsel shall develop and disseminate standardized contract provisions that implement this Resolution.
- C. This Resolution and its requirements shall be a part of, and shall be added to, the previously adopted Board policy on Bidding and Contracting.
- D. The implementation and actual experience under terms of this resolution shall be reviewed by the Board Finance Committee and then the full Board beginning one year after adoption of this resolution. The Board shall affirmatively seek out and consider the input of contractors operating under these contracting principles. In addition, the County Executive shall provide quarterly reports to the Finance Committee.

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

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

If this box is checked, please complete the following:

Type I Category: _____

Explanation: _____

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

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

☐

Yes

☐

No

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

I am authorized to complete this form on behalf of _____

_____ [name of contracting entity]. I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Contractor Signature: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

COUNTY

By _____

By _____

Name:

Name:

Title:

Title:

CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE RESOLUTION RE CONTRACTING PRINCIPLES

TYPE I CONTRACTS

This contract is a Type I service contract, subject to the Resolution of Contracting principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following:

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

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

CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE RESOLUTION RE CONTRACTING PRINCIPLES

TYPE II CONTRACTS

This contract is a Type II service contract subject to the Resolutions of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 29, 1997. Accordingly, Contractor shall comply with all of the following during the term of this contract.

- a. Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer or longer if otherwise required under other provisions of this contract.
- c. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.
- d. Contractor shall provide to the County Department/Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any all financial audits completed during the term of the contract. For the purposes of this section, "financial audit" includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, or performance or program audits.
- e. Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.
- f. Contractor shall promptly advise the County Department/Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state, or local rules, regulations, or laws.
- g. As required under the Resolution and the County's implementing procedures, Contractor provided to County as part of the selection [*substitute "renewal", "extension" or "amendment" as appropriate*] process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor' employees, length of service, staff turnover and training, complaints (if any) regarding legal violations, and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

The failure of Contractor to comply with this Section or any portion thereof, and or the breach of Contractor's warranty there under,

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

Exhibit 12

SPECIFICATION and OTHER REQUIREMENTS For Service Category

Domestic Violence Juvenile Offender Treatment Program

OVERVIEW

The Santa Clara County Probation Department (Probation) acknowledges that domestic violence is a widespread and serious problem which has long-term effects on the victims, their families, and the community. Domestic violence is a pattern of behavior used to establish power and control over another person through fear and intimidation, often including the threat or use of violence. It is a crime and can include physical abuse, emotional abuse, and sexual abuse. This type behavior has been seen in the youthful population.

In response, a Domestic Violence/Family Violence Court was created in 1999 where Probation and the Court focus on changing the abusive behavior exhibited by the minor while also supporting the victim. When a minor is alleged to have committed a domestic violence offense, the case can be sent to the Domestic Violence/Family Violence Court. If the court finds the charges to be true, the minor is placed on probation and given specific conditions which may include:

- A Restraining Order Prohibiting or Limiting the Minor from Contacting the victim
- Participation in a 26-week Domestic Violence Program
- Substance Abuse Treatment
- Family Counseling

Probation usually lasts 1 to 2 years. While on probation, the juvenile offender attends review hearings in Court so the judge can review his/her progress. These hearings are generally conducted monthly or as needed. In addition, Probation Officers, District Attorneys, Public Defenders, the Judge, and community based organizations meet every other month to discuss effective ways in dealing with domestic violence among youth.

Probation seeks an innovative and committed service provider who will partner with the Probation Department and the Domestic Violence/Family Violence Court to provide effective and sustainable domestic violence treatment program services to Domestic Violence Juvenile Offenders, referred by the Domestic Violence/Family Violence Court and/or Probation Officers.

GOAL

To procure a service provider that will be able to change the cognitive thinking and behavior that led a juvenile to commit a domestic violence offense.

SYSTEM PARTNERS

- Domestic Violence/Family Violence Court
- Probation Special Programs Unit
- Office of the District Attorney
- Office of the Public Defender
- Office of the Alternate Defender
- Office of the Independent Defender
- Department of Alcohol and Drug Services (DADS)
- Community Based Organizations

FUNDING SOURCE

Santa Clara County Juvenile Probation and Camp Funding (JPCF) and Vendor Generated Matching Grant Funds; If matching funds are available, please specify.

GEOGRAPHIC AREAS TO BE SERVED

The proposers must have the capacity to provide effective and sustainable domestic violence treatment program services to these youth and their families (as necessary) throughout Santa Clara County, particularly in the providers' local office(s) so the youth and families have greater familiarity with the service provider. The proposers must have the capacity to invite these minors and their families (as necessary) to its local office(s).

POPULATION TO BE SERVED

The population to be served is male and female juvenile offenders who have been placed on probation for a domestic violence offense and have been referred by the Domestic Violence/Family Violence Court and/or the Probation Department.

PROGRAM REQUIREMENTS

The treatment program must include, but is not limited to, the following:

1. Two Initial assessment sessions for each juvenile offender.
2. Weekly two-hour Group Therapy sessions where each juvenile offender will be required to attend 26 sessions. Each group therapy session must have a maximum of 8 youth per group. The service provider must have the capacity to conduct up to four male weekly group therapy sessions and one weekly female group at any given time during the contract period. A juvenile offender must be able to enter a group regardless of the amount of time other juvenile offenders may have been in the group.
3. Individual therapy sessions for juvenile offenders that would benefit from a one-on-one experience. Individual therapy sessions may be provided before the youth enters a group, concurrently with the group sessions or after they have completed group sessions.
4. Exit interview with each client who receives group intervention.
5. Other services, as may be determined by the Supervisor of the Special Programs Unit or Probation staff.
6. Compliance with California Penal Code 1203.097(c)(1) relating to required program components. See [Exhibit 15](#).

PROGRAM LENGTH

Each Domestic Violence youthful offender will be required to complete a 26-week Domestic Violence Treatment Program.

DAYS AND HOURS OF OPERATION

The service provider(s) will work with the Special Programs Unit, Probation Manager and/or Supervisor, and the Domestic Violence/Family Violence Court to determine the days and hours of operation. The proposer must be able to provide services year-round, during evenings and, if necessary, weekends.

STAFFING

The proposer must show qualifications, necessary to provide the services required in the RFP. These qualifications may be presented in the form of a curriculum vitae or résumé. The résumé will show that the proposer attended classes and/or has experience with addressing issues of power and control in relationships, as well as in providing and facilitating Juvenile Domestic Violence/Family Violence groups. The proposer's résumé will also provide the types of schooling and/or training and/or experience that the proposer undertook to show that the proposer has knowledge of the Juvenile Justice system and has extensive juvenile counseling and therapy skills, and can provide the services warranted by this RFP. The proposer's proposal

will include a written statement that the contractor will be available for training on a regular basis, as necessary.

Upon contract execution, all Contractor personnel working directly with youth must obtain, at contractor's or their own expense, a Department of Justice background clearance (Live Scan). If the results of the background check are unfavorable, the County will notify Contractor to arrange for replacement personnel. If replacement personnel can not be found, County will terminate the Agreement. Contractor will need to complete the following steps to obtain a background clearance:

- a. Contact the County "Contract Monitor", listed on the cover page of the agreement to obtain background clearance application.
- b. Contact the Santa Clara County Sheriff Department to make a Live Scan appointment. The Sheriff Department can be contacted by phone: (800) 211-2220 or via their website <http://www.sccgov.org/portal/site/sheriff>.
- c. County will contact Contractor once the results of the background clearance have been received.

PROGRAM ELEMENTS

In responding to the RFP, the proposers must demonstrate how/whether the following program elements will be used to determine program effectiveness:

- Objective Risk and Assessment Instruments
- The targeting and addressing of Criminogenic Factors of Youth.
- The development and implementation of Family Intervention (as necessary) Models.
- The development and implementation of Culturally Competent and Gender Sensitive Models.
- The utilization and implementation of Evidence-Based Program Models.
- The utilization and implementation of Cognitive Behavioral Modalities.
- An approach that targets a certain behavior(s).
- Successful attainment of Alternative Funding Schemes to make the provision of domestic violence treatment program services to DV youth sustainable.

OUTCOME MEASURES

Probation will require the submission of outcome measures, which may include, but are not limited to, the following:

- Data on DV Program completions, failures, and failure reasons.
- A monthly narrative report similar to [Exhibit 14](#).

Exhibit 13

COUNTY LOCAL PREFERENCE POLICY

The County Local Preference Policy consists of a Revision to Santa Clara County's Local Preference Policy memorandum its exhibits:

- Policy Resolution No. 08-05 with the new Local Preference Policy;
- Local Preference Language for RFPs;
- Local Preference Language for ITBs; and
- Declaration of Local Business. Note: Proposer will be required to fill out

All related documents are attached after this page.

**OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA**

70 West Hedding Street, 9th Floor
San Jose, California 95110-1770
(408) 299-5900
(408) 292-7240 (FAX)

**PROCUREMENT DEPARTMENT
COUNTY OF SANTA CLARA**

2310 N. 1st Street, Ste. 201
San Jose, CA 95131-1040
(408) 491 7400
(408) 491 7496 (FAX)

MEMORANDUM

TO: County Department Heads

FROM: Jenti Vandertuig, Director
Procurement Department

Steve Mitra, Deputy County Counsel
Office of the County Counsel

RE: Revisions to Santa Clara County's Local Preference Policy

DATE: January 7, 2009

On October 21, 2008, the Santa Clara County Board of Supervisors modified the County's Local Preference Policy to be applied in the County's procurement activities. Subsequent to the changes, several County departments asked for guidance on the new policy's implementation and application. This memorandum, authored by the County Counsel's office and the Procurement Department, is intended to explain the new policy, set forth implementation guidelines, and provide language and exhibits to be included in solicitation documents that County departments may use to implement the new Local Preference Policy.

This memorandum does not discuss the solicitation process beyond the application of the Local Preference Policy and should not be used as a general tutorial on the County's procurement activity.

I. Changes in the County's Local Preference Policy

With some exceptions, the County awards goods and services on the basis of best value or best price. For best-value solicitations, vendors are awarded points on a scoring system based on pre-defined criteria; the vendor's score is a measure of the vendor's value. A formal mechanism for value-based solicitations is the Request for Proposal ("RFP"). For price-based solicitations, the lowest-priced, responsive and responsible bidder is selected. A formal mechanism for price-based solicitations is the Invitation to Bid ("ITB"). Most County departments utilize the RFP and not the ITB method of solicitation.

Memo to County Departments

Re: Revisions to Santa Clara County's Local Preference Policy

Date: January 7, 2009

Page 2 of 4

Prior to October 21, 2008, the County's Local Preference Policy required that, for solicitations based on price, local firms were to be given preference in the event of a tie in bids. For value-based solicitations worth more than \$100,000, 5 points were to be awarded in a 100-point based scoring system to local firms.

Effective October 21, 2008 the Board made the following significant changes:

- The Local Preference Policy is now to be applied to all formal solicitations for goods and services (i.e. RFPs and ITBs) regardless of dollar amount.
- In value-based solicitations (RFPs), 5 percent of the total awardable points are to be added to the score of a local business.
- In price-based solicitations (ITBs), 1 percent is to be subtracted from the price submitted by a responsive and responsible local business in determining the winning bidder.

A copy of the Board resolution with the new policy, showing the changes, is attached as Exhibit A.

II. Implementation of the Local Preference Policy

A. Determining whether the Policy Applies

Prior to doing a solicitation for goods and services, a County department must determine whether or not the County's local preference policy should be applied. The following are recognized as exceptions to the application of the Local Preference Policy:

- Solicitations for public works.
- Where application of a local preference is precluded by local, state or federal law or regulation. Under the federal government's uniform administrative requirements for grants and cooperative agreements and sub-awards to State and local governments (also known as the "grants management common rule") grantees of federal money are required to conduct their procurement "in a manner that prohibits the use of statutorily or administratively imposed . . . local geographic preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference." This language has been implemented by several federal agencies and departments. Therefore, County departments using federal money should query the federal grant administrator to determine whether the federal department or agency funding their program expressly mandates or encourages geographic preference. If the answer is in the negative, the Santa Clara County's Local Preference Policy should not be applied.

Memo to County Departments

Re: Revisions to Santa Clara County's Local Preference Policy

Date: January 7, 2009

Page 3 of 4

- Contracts funded in whole or in part by a donation or gift to the County where the special conditions attached to the donation or gift prohibit or conflict with this preference policy. The donation or gift must be approved or accepted by the Board of Supervisors in accordance with County policy.
- Contracts exempt from solicitation requirements under an emergency condition in accordance with board policy, state law and/or the County of Santa Clara Ordinance Code.
- Informal solicitations.

The Santa Clara County Local Preference Policy is only to be applied in those cases that do not fall into the above exceptions.

B. Preparing Solicitation Documents that Incorporate the Local Preference Policy

As may be seen from Exhibit A, Santa Clara County defines a local business as follows:

“Local Business” means a lawful business with a physical address and meaningful “production capability” located within the boundary of the County of Santa Clara.

The term “production capability” means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm’s or bidder’s ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a “Local Business.”

Provided the exceptions discussed in sub-section A are not applicable, County departments should apply the local preference to businesses that meet the above definition. In order to facilitate application of Santa Clara County’s Local Preference Policy, County Counsel and the Procurement Department have developed certain language that may be inserted in, or adapted for, the solicitation documents. This language includes a description of the application of the policy for RFPs and ITBs, as well as a certification by a vendor that she/he/it qualifies as a local business. The documents with appropriate language are included as exhibits to this memorandum as follows:

- Local Preference language for RFPs. (Attached hereto as Exhibit B.)
- Local Preference language for ITBs. (Attached hereto as Exhibit C.)
- Declaration of Local Business. (Attached hereto as Exhibit D.)

Exhibits B and C explain the policy to vendors and allow them to seek local preference if they wish. (Vendors must apply to be considered for the Santa Clara County Local Preference

Memo to County Departments

Re: Revisions to Santa Clara County's Local Preference Policy

Date: January 7, 2009

Page 4 of 4

Policy.) Exhibit D is a sworn statement by the vendor that it is a local business as defined by the County's Local Preference Policy.

C. Evaluating Responses

When responses to RFPs and ITBs are received and one or more vendors apply for the local preference policy by submitting completed declarations of the form shown in Exhibit D, each such response must be evaluated pursuant to Santa Clara County's Local Preference Policy. The evaluation process is different for RFPs versus ITBs. As noted, most County departments do not use the ITB as a method for solicitation; therefore, only the section referring to RFPs should be applicable to most County departments:

- RFPs: Responses to RFPs are generally evaluated on the basis of vendors' scores on several pre-determined criteria (e.g. price, conformity to specifications, etc.). The overall score of each vendor's response is used to either create an initial short list after which additional criteria may be used to determine the awardee, or the score may be used to determine the awardee. Santa Clara County's Local Preference Policy requires that 5 percent of the total awardable points should be added to the score of each local business. Therefore, if a scoring system allows for a maximum of 1,000 points, 50 points should be added to the score of each local business. (It should be noted that in a multi-stage evaluation process, this five percent score should be added just once to the initial score of local vendors.)
- ITBs: The total bid price of each responsive and responsible bidder should be subtracted by 1 percent and this price compared to the corresponding value for other bidders and the contract awarded accordingly. It should be noted that the 1 percent subtraction is made for evaluation purposes only; the local business would be obligated only to honor her/his/its bid price.

The application of the county's Local Preference Policy does not have an effect on the contract price, or on terms and conditions in any final contract that is awarded to local or non-local vendors.

Exhibits:

- A) Policy Resolution 08-05 with the new Local Preference Policy.
- B) Local Preference Language for RFPs.
- C) Local Preference Language for ITBs.
- D) Declaration of Local Business.

SSM:ssm

160531.doc

**POLICY RESOLUTION NO. 08-05
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA
AMENDING SECTION 5.3.13 RELATING TO
LOCAL PREFERENCE IN CONTRACTING**

WHEREAS, the Board of Supervisors wishes to give direction and set policy for such matters for which the responsibility of decision is placed on them by virtue of State codes, County Charter or specific ordinances and resolutions or relates to their broad policy-making authority to matters regarding Santa Clara County; and

WHEREAS, the Board of Supervisors wishes to clearly state and compile policies and to provide for distribution of these policies to affected decision-makers; and

WHEREAS, the Policy Manual is not set by ordinance, is not legally binding, and can be changed by adoption of a resolution approved by a majority of the Board of Supervisors and is intended to give guidance to staff and future Boards of Supervisors;

THE BOARD OF SUPERVISORS HEREBY MAKES THE FOLLOWING FINDINGS:

- (a) Local businesses that seek to enter into contracts with the County of Santa Clara are at a competitive disadvantage when compared with businesses from other areas because of the higher costs of doing business in the County. The higher costs of doing business in Santa Clara County are reflected, for example, in a July 2008 analysis by Moody's Economy.com, entitled "North American Business Cost Review." This study found that the San Jose Metropolitan Statistical Area, comprising the counties of Santa Clara and San Benito, had the highest labor costs in the nation and the third-highest overall cost of doing business, exceeded only by New York and Boston. The study computes the cost of doing business as an aggregate of labor, energy, taxes and office rent costs. The study by Moody's is supported by anecdotal evidence from local businesses in the County as set forth in a staff report authored by the Procurement Department and presented to the Board of Supervisors with this Resolution.
- (b) The public interest would best be served by encouraging businesses to locate and remain in the County through the provision of a minimal good faith preference to local businesses in awarding of County contracts. Beyond the ameliorative effect on businesses, the proposed policy also supports the public interest of residents in Santa Clara County who are likely to be employed by local vendors.
- (c) The local preference mechanism does not bar any potential contractor from competing for County contracts. It therefore encourages competition while at the same time addressing the competitive disadvantages faced by business

OCT 21 2008

located in the County of Santa Clara.

- (d) The proposed local preference policy is rationally related to the disadvantages suffered by local businesses since it may, in certain instances, result in awards to local businesses that may have been forced to present higher bids than those originating in low-cost areas.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara that the Board of Supervisors' Policy Manual is hereby amended by adoption of this resolution to replace Section 5.3.13 with the policy set forth in Exhibit A, attached and incorporated by this reference, and the Clerk of the Board is directed to incorporate the attached policy into the manual so that it is available to all County staff.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara on OCT 21 2008 by the following vote:

AYES: ALVARADO, GAGE, KNISS, MCHUGH, YEAGER

NOES: NONE

ABSENT: NONE


Pete McHugh, Chair
Board of Supervisors

ATTEST:


Maria Marinos, Clerk
Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

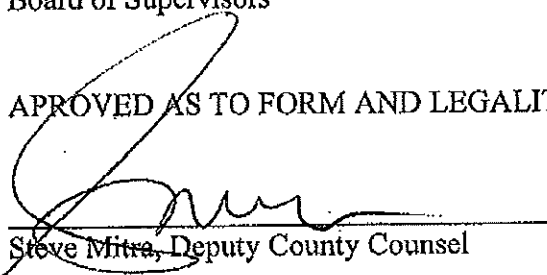

Steve Mitra, Deputy County Counsel

EXHIBIT A
[REPLACEMENT TEXT FOR BOARD POLICY SECTION 5.3.13]

In the formal solicitation of goods or services, the County of Santa Clara shall give responsive and responsible Local Businesses the preference described below.

"Local Business" means a lawful business with a physical address and meaningful "production capability" located within the boundary of the County of Santa Clara.

The term "production capability" means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm's or bidder's ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a "Local Business."

In the procurement of goods or services in which price is the determining factor for award of the contract, one percent (1%) shall be subtracted from a bid submitted by a responsive and responsible Local Business in determining the lowest responsive responsible bidder. If application of the 1% results in a Local Business bid being lower than the non-local business, the contract award shall be made to the Local Business at the Local Business' original bid price. If after applying the 1% discount, two or more competing vendors have bid the same price, local businesses shall be given preference.

In the procurement of goods or services in which best value is the determining basis for award of the contract, five percent (5%) of the total points awardable will be added to the Local Business score.

When a contract for goods or services, as defined in this policy, is presented to the Board of Supervisors for approval, the accompanying transmittal letter shall include a statement as to whether the proposed vendor is a Local Business, and whether the application of the local preference policy was a decisive factor in the award of the proposed contract.

This Local Business preference shall not apply to the following:

1. Public works contracts,
2. Where such a preference is precluded by local, state or federal law or regulation,
3. Contracts funded in whole or in part by a donation or gift to the County where the special conditions attached to the donation or gift prohibits or conflicts with this preference policy. The donation or gift must be approved or accepted by the Board of Supervisors in accordance with County policy, or
4. Contracts exempt from solicitation requirements under an emergency condition in accordance with board policy, state law and/or the County of Santa Clara Ordinance Code (Section A34-82).

EXHIBIT B (RFP Language)

LOCAL BUSINESS PREFERENCE:

In accordance with applicable sections of Board Policy, Section 5.3.13, in the formal solicitation of goods or services, the County of Santa Clara shall give responsive and responsible Local Businesses the preference described below.

“Local Business” means a lawful business with a physical address and meaningful “production capability” located within the boundary of the County of Santa Clara.

The term “production capability” means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm’s or bidder’s ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a “Local Business.”

In the procurement of goods or services in which best value is the determining basis for award of the contract, five percent (5%) of the total points awardable will be added to the Local Business score.

When a contract for goods or services, as defined in this policy, is presented to the Board of Supervisors for approval, the accompanying transmittal letter shall include a statement as to whether the proposed vendor is a Local Business, and whether the application of the local preference policy was a decisive factor in the award of the proposed contract.

This Local Business preference shall not apply to the following:

1. Public works contracts,
2. Where such a preference is precluded by local, state or federal law or regulation,
3. Contracts funded in whole or in part by a donation or gift to the County where the special conditions attached to the donation or gift prohibits or conflicts with this preference policy. The donation or gift must be approved or accepted by the Board of Supervisors in accordance with County policy, or
4. Contracts exempt from solicitation requirements under an emergency condition in accordance with board policy, state law and/or the County of Santa Clara Ordinance Code (Section A34-82).

In order to be considered for Local Preference, proposer must complete and submit Declaration of Local Business with its RFP response.

Exhibit C (ITB Language)

LOCAL BUSINESS PREFERENCE:

In accordance with applicable sections of Board Policy, Section 5.3.13, in the formal solicitation of goods or services, the County of Santa Clara shall give responsive and responsible Local Businesses the preference described below.

“Local Business” means a lawful business with a physical address and meaningful “production capability” located within the boundary of the County of Santa Clara.

The term “production capability” means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm’s or bidder’s ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a “Local Business.”

In the procurement of goods or services in which price is the determining factor for award of the contract, one percent (1%) shall be subtracted from a bid submitted by a responsive and responsible Local Business in determining the lowest responsive responsible bidder. If application of the 1% results in a Local Business bid being lower than the non-local business, the contract award shall be made to the Local Business at the Local Business’ original bid price. If after applying the 1% discount, two or more competing vendors have bid the same price, local businesses shall be given preference.

When a contract for goods or services, as defined in this policy, is presented to the Board of Supervisors for approval, the accompanying transmittal letter shall include a statement as to whether the proposed vendor is a Local Business, and whether the application of the local preference policy was a decisive factor in the award of the proposed contract.

This Local Business preference shall not apply to the following:

1. Public works contracts,
2. Where such a preference is precluded by local, state or federal law or regulation,
3. Contracts funded in whole or in part by a donation or gift to the County where the special conditions attached to the donation or gift prohibits or conflicts with this preference policy. The donation or gift must be approved or accepted by the Board of Supervisors in accordance with County policy, or
4. Contracts exempt from solicitation requirements under an emergency condition in accordance with board policy, state law and/or the County of Santa Clara Ordinance Code (Section A34-82).

In order to be considered for Local Preference, bidder must complete and submit Declaration of Local Business with its ITB response.

Exhibit D**DECLARATION OF LOCAL BUSINESS**

Santa Clara County gives local businesses a preference in formal solicitations of goods and services as set forth in the Board Policy, Section 5.3.13. A bidder or proposer has the option of qualifying for the preference by self-declaring its qualification as a "local business." By signing below, the bidder or proposer is certifying its qualification as a "local business" for purposes of application of Santa Clara County's policy and is deemed to be applying for the local preference.

All information submitted is subject to investigation, as well as to disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid or proposal not being considered for application of Santa Clara County's local preference policy. False or dishonest responses will result in rejection of the bid or proposal and curtail the firm or individual's ability to conduct business with the County in the future. It may also result in legal action.

Provide the complete physical address of your business with meaningful "production capability" located within the boundary of the County of Santa Clara. The term "production capability" means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm's/bidder's/proposer's ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a "Local Business." If you have more than one physical address in Santa Clara County, please provide an attachment with all of the addresses in the form specified below.

Business Name: _____	
Street: _____	
City/State: _____	Zip: _____

Please Indicate Business Organization (Check One)

☐ Individual Proprietorship

☐ Corporation

☐ Partnership

☐ Other

By filling this form, bidder/proposer declares its qualification as a local business as defined in County of Santa Clara Board Policy, Section 5.3.13.

The undersigned declares that he or she is an official/agent of responding firm or individual and

is empowered to represent, bind, and execute contracts on behalf of the firm or individual.

The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Exhibit and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County as well as additional legal consequences.

Signature

Title

Name

Date

Business License Number (if applicable)

Declaration of Local Business Jan 05, 2009

Exhibit 14

Santa Clara County Department of Probation
Monthly Contractor Self-Monitoring Report

CONTRACTOR: _____ DATE: _____
PROGRAM NAME: _____
ADDRESS: _____
CONTRACT #: _____ CONTRACT AMOUNT: _____
NAME(S) OF PERSON(S) & TITLE(S) COMPLETING THIS FORM: _____

PHONE #: _____ FAX #: _____
EMAIL: _____ CONTRACTOR WEB SITE: _____
PROBATION PROGRAM MONITOR: _____

INSTRUCTIONS: The contractor is to answer the following questions as they relate to the contract number stated above. Please attach any additional comments on a separate page.

Questions	PROGRAM SERVICES		
	Response /Comments		
1. Describe, in general, all of the services your Contractor provides to the community.			
2. What types of services are funded by this contract?			
3. What efforts have been made to seek and apply for other or additional sources of revenue for this program?			
4. What collaborative efforts or community linkages does this program utilize to augment or enhance program services?			
5. How are clients recruited?			
6. What are the eligibility requirements to obtain program services and how do you validate the information provided?			
7. Does the program require a fee from the participant to obtain services? If yes, please explain.	Yes	No	

Questions	Response/Comments		
PROGRAM STAFFING			
8. Is the program currently staffed as planned in your original Contract Work Plan? If no, please explain.	Yes	No	
9. Do you provide training to your staff and/or volunteers? If yes, please describe.	Yes	No	
PROGRAM EVALUATION			
10. Describe how a clients' progress is monitored and evaluated?			
11. Name and describe the types of documents that would be contained in a client file?			
12. Describe how statistical data is tracked for <u>Service Delivery Goals and Client Outcomes</u> . Indicate the method of verifying data. (e.g. MIS system, case managers, etc.).			
13. If your program is not meeting its <u>Service Delivery Goals and/or Client Outcomes</u> , explain the reason(s) and any corrective action begun.			
14. How are records maintained? By whom and for how long?			
OTHER			
15. Would you like any technical assistance? If so, what specifically?	Yes	No	
<i>I hereby certify that I am an authorized Representative of the above Contractor, and to the best of my knowledge believe that the data report is true and accurate.</i> <i>Representative's Name and Title:</i> _____ <i>Representative's Signature and Date:</i> _____			
FOR PROBATION STAFF ONLY <i>I have reviewed the above information and have determined the contractor's performance</i> ☐ Satisfactory ☐ Not satisfactory and a corrective action plan is attached. _____ <i>Program Monitor Signature</i> <i>Date</i>			

Exhibit 15

California Penal Code 1203.097(c)(1)

1203.097(c)(1) The goal of a batterer's program under this section shall be to stop domestic violence. A batterer's program shall consist of the following components:

(A) Strategies to hold the defendant accountable for the violence in a relationship, including, but not limited to, providing the defendant with a written statement that the defendant shall be held accountable for acts or threats of domestic violence.

(B) A requirement that the defendant participate in ongoing same-gender group sessions.

(C) An initial intake that provides written definitions to the defendant of physical, emotional, sexual, economic, and verbal abuse, and the techniques for stopping these types of abuse.

(D) Procedures to inform the victim regarding the requirements for the defendant's participation in the intervention program as well as regarding available victim resources. The victim also shall be informed that attendance in any program does not guarantee that an abuser will not be violent.

(E) A requirement that the defendant attend group sessions free of chemical influence.

(F) Educational programming that examines, at a minimum, gender roles, socialization, the nature of violence, the dynamics of power and control, and the effects of abuse on children and others.

(G) A requirement that excludes any couple counseling or family counseling, or both.

(H) Procedures that give the program the right to assess whether or not the defendant would benefit from the program and to refuse to enroll the defendant if it is determined that the defendant would not benefit from the program, so long as the refusal is not because of the defendant's inability to pay. If possible, the program shall suggest an appropriate alternative program.

(I) Program staff who, to the extent possible, have specific knowledge regarding, but not limited to, spousal abuse, child abuse, sexual abuse, substance abuse, the dynamics of violence and abuse, the law, and procedures of the legal system.

(J) Program staff who are encouraged to utilize the expertise, training, and assistance of local domestic violence centers.

(K) A requirement that the defendant enter into a written agreement with the program, which shall include an outline of the contents of the program, the attendance requirements, the requirement to attend group sessions free of chemical influence, and a statement that the defendant may be removed from the program if it is determined that the defendant is not benefiting from the program or is disruptive to the program.

(L) A requirement that the defendant sign a confidentiality statement prohibiting disclosure of any information obtained through participating in the program or during group sessions regarding other participants in the program.

(M) Program content that provides cultural and ethnic sensitivity.

(N) A requirement of a written referral from the court or probation department prior to permitting the defendant to enroll in the program. The written referral shall state the number of minimum sessions required by the court.

(O) Procedures for submitting to the probation department all of the following uniform written responses:

(i) Proof of enrollment, to be submitted to the court and the probation department and to include the fee determined to be charged to the defendant, based upon the ability to pay, for each session.

(ii) Periodic progress reports that include attendance, fee payment history, and program compliance.

(iii) Final evaluation that includes the program's evaluation of the defendant's progress, using the criteria set forth in paragraph (4) of subdivision (a) and recommendation for either successful or unsuccessful termination or continuation in the program.

(P) A sliding fee schedule based on the defendant's ability to pay. The batterer's program shall develop and utilize a sliding fee scale that recognizes both the defendant's ability to pay and the necessity of programs to meet overhead expenses. An indigent defendant may negotiate a deferred payment schedule, but shall pay a nominal fee, if the defendant has the ability to pay the nominal fee. Upon a hearing and a finding by the court that the defendant does not have the financial ability to pay the nominal fee, the court shall waive this fee. The payment of the fee shall be made a

condition of probation if the court determines the defendant has the present ability to pay the fee. The fee shall be paid during the term of probation unless the program sets other conditions. The acceptance policies shall be in accordance with the scaled fee system.

Source: <http://www.leginfo.ca.gov>

Exhibit 1**COVER SHEET**

Agency or Name: _____

Mailing Address: _____

City, State, and Zip Code: _____

Telephone Number: _____ Fax Number: _____

Name & Title of Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

1. Do you wish to claim LOCAL PREFERENCE status? YES () NO ()

If yes, please refer to **Exhibit 13** "County Local Preference Policy" and provide a copy of your County of Santa Clara Business License and/or written evidence of a principal business office or branch or satellite office with at least one full time employee located in Santa Clara County with your submittal. If you fail to submit the proper information with your proposal, you will be denied consideration for local preference. The information cannot be submitted later.

2. Fill in amount proposed and initial on the line provided.

Service Category: **Domestic Violence Juvenile Offender Treatment Program**

Amount Proposed:

Initials: _____

Proposer understands, agrees, and warrants:

- A. That proposer has carefully read and fully understands the information that was provided by the County to serve as the basis for submission of this proposal;
- B. That proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- C. That all information contained in the proposal is true and correct to the best of proposer's knowledge;
- D. That proposer signed a non-collusion affidavit herewith attached with the proposal;
- E. That proposer did not receive unauthorized information from any County staff or consultant during the proposal period except as provided for in the RFP packet, addenda thereto, or the pre-proposal conference;
- F. That by submission of this proposal, the proposer acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer, and proposer hereby grants the County permission to make said inquiries, and to provide any and all requested documentation in a timely manner; and
- G. That proposer offers and agrees to furnish the goods and services specified in the proposal.

No proposal shall be accepted which has not been signed in ink in the appropriate space below.

I hereby certify that I am an authorized representative of the above agency and to the best of my knowledge and belief that:

The data in this response is true and accurate; the agency has investigated all aspects of the RFP; the agency is aware of the

applicable facts pertaining to the RFP process, procedures, and requirements; theaAgency has read and understands the RFP; the agency has the capability to successfully undertake and complete the responsibilities and obligations of their response being submitted; the agency will be able to meet all of the minimum proposal requirements as specified in this RFP; and,the agency will comply with the necessary certifications and assurances if a contract is awarded.

This shall constitute a warranty, the falsity of which entitles the County to pursue any remedy authorized by law, at the option of the County, the right of declaring any contract made as a result thereof to be void.

By signing below, the submission of a proposal shall be deemed a representation and certification by the proposer that it has investigated all aspects of the RFP; that it is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; and that it has read and understands the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the proposer was not fully informed as to any fact or condition.

1. If proposer is an INDIVIDUAL, sign here (include a notarized affidavit attesting to the authenticity of said signature):

Date _____

Proposer's Signature

Proposer's Typed Name and Title

2. If proposer is a CORPORATION, the duly authorized officer(s) shall sign here:

The undersigned certify that they are respectively:

Title and _____
Title

of the corporation named below; that they are designated to sign this proposal cost form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)
By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

Exhibit 2**DESIGNATION OF SUBCONTRACTORS**

Proposer shall completely fill in the form below for each subcontract that exceeds one-half percent (1/2%) of the Proposer's total proposal. A subcontractor is defined as one whom:

- 1) Performs work or labor
- 2) Provides a service to the Proposer
- 3) Specially fabricates and installs a portion of the work according to the plans and specifications.

Work shall be done in compliance with California Public Contract Code 4100-4114 and any amendment thereof.

Proposer shall assume full responsibilities for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior written approval from the Chief Probation Officer or his/her designee. Changes in subcontractors without prior written consent from the Chief Probation Officer or his/her designee can result in the cancellation of the purchase order or contract.

NAME OF
SUBCONTRACTOR

COMPLETE ADDRESS
AND TELEPHONE NO

SPECIALTY

AUTHORIZED SIGNATURE: _____

PRINT OR TYPE NAME: _____

DATE _____

COMPANY NAME: _____

TELEPHONE NUMBER: (_____) _____

ADDRESS: _____

Exhibit 3**CUSTOMER REFERENCES**

With your proposal, provide three customer references similar in organization for which you have furnished the proposed system.

1. COMPANY NAME: _____
 ADDRESS: _____

 CONTACT PERSON: _____
 TELEPHONE NUMBER: _____
2. COMPANY NAME: _____
 ADDRESS: _____

 CONTACT PERSON: _____
 TELEPHONE NUMBER: _____
3. COMPANY NAME: _____
 ADDRESS: _____

 CONTACT PERSON: _____
 TELEPHONE NUMBER: _____

Exhibit 4

Vendor Name:	
Program:	
Total Project Budget:	

Budget OK!

I. DIRECT COSTS	Amount
A. PERSONNEL	
SUBTOTAL	\$ -
B. OTHER DIRECT COSTS	
SUBTOTAL	\$ -
C. SUBCONTRACTS	
SUBTOTAL	\$ -
II. INDIRECT COSTS	
SUBTOTAL	\$ -
TOTAL	\$ -

Treasurer: _____ Years: _____ Stock %: _____

Other: _____ Years: _____ Stock %: _____

E. Name, address and percentage of stock held by each Member of the Board of Directors:

Chairman: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

F. Name, address and shares of stock held by other principal stockholders: (A Principal Stockholder is defined as a stockholder who holds 10% or more of standing stock of the corporation).

Total capitalization: \$ _____
 Amount of capital stock subscribed: \$ _____
 Amount paid in: \$ _____

5. Have you ever had a bond or surety denied, canceled, or forfeited?

YES () NO () If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

6. Have you ever declared bankruptcy or been declared bankrupt?

YES () NO () If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

7. Have any agreements held by you for the services listed in the RFP ever been canceled?

YES () NO () If yes, give details.

8. Have you ever been sued by any other jurisdiction or contractor for issues pertaining to fee payment, performance, or other issues relating to the services listed in the RFP?

YES () NO () If yes, give details.

9. Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposals?

YES () NO () If yes, give details. Attach copy of such agreement(s).

10. Are you now engaged in any litigation which does now or could in the future affect your ability to pay fees or perform under the Agreement?
- YES () NO () If yes, give details.
11. What is the duration and extent of your experience in the RFP service category? Experience must reflect local office as well as overall organization's experience (i.e., if your local office is part of a larger group, nationwide).
12. Submit at least two (2) persons, firms and/or governmental bodies, with whom you currently have arrangements or agreements for the RFP service category. Provide contact person's name and telephone number.
13. Submit at least two (2) persons, firms and/or governmental bodies with which you have had arrangements or agreements that are now concluded (organizations that are no longer active customers of your (firm). Provide contact person's name and phone number for each organization.
14. State number of persons employed by you who are engaged in the RFP services. Indicate what percentages of these employees are employed locally and what percentage of those employees would directly service an account resulting from this request for proposal. Of the employees indicated, what percentage is management and what percentage are operational?

The undersigned hereby declares under penalty of perjury that all statements, answers and representations made in this questionnaire are true and accurate, including all supplementary statements hereto attached. In the case of a corporate proposer, the signature of one duly authorized representative is sufficient.

Signature

(Please Print or Type name)

Title

Signature

(Please Print or Type Name)

Title

Exhibit 6**CULTURAL COMPETENCE FORM**

Agency Name: _____
Program Category: _____

Identify the Agency's ability to provide language, gender and culturally **specific** to the **RFP services** by checking all that apply and/or provide the name of Agency that you have an arrangement with to respond to these referrals.

A	B		C
Language, Gender and Culturally Competence	Have staff on board		Name of Agency that you Have an Arrangement with to respond to these Referrals
	1	2	
	Included in Staffing Work Plan	Not included in Staffing Work Plan Explain below	
Spanish (Language)			
Vietnamese (Language)			
Other Language:			
G.L.B.T Staff			
African American Staff			
Latino Staff			
Native American Staff			
Asian American Staff			
Pacific Islander Staff			
Others:			

Exhibit 7**CONFIDENTIAL INFORMATION PUBLIC RECORDS ACT**

1. If requesting that section(s) of their proposal be kept confidential, Proposer must list the specific page number(s) and section(s) below.
2. Listing the information below, does not guarantee it will remain confidential. Proposer must have a legal basis for requesting an exemption(s) under the California Public Records Act (PRA) (Government Code Section 6254).
3. If the explanation/reason does not fall under one of the exemptions permitted by the PRA, the information will be disclosed by the County in accordance with the law.
4. Marking your entire proposal as "confidential" or "propriety" is **unacceptable**. You must identify the specific page number(s) and section(s) and have a legal basis stated in the explanation/reason column below.
5. If Proposer is not requesting any exemption(s), please check box: ☐

<u>Item #</u>	<u>Page #</u>	<u>Section/sub-section #</u>	<u>Explanation/Reason</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Print or Type Name: _____

Authorized Signature: _____

Company Name: _____

Date: _____

Exhibit 8**NON-COLLUSION DECLARATION**

I, _____, am the
(name)

_____ of _____,
(Position Title) (Company)

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

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

(Date)

(Signature)

Exhibit D**DECLARATION OF LOCAL BUSINESS**

Santa Clara County gives local businesses a preference in formal solicitations of goods and services as set forth in the Board Policy, Section 5.3.13. A bidder or proposer has the option of qualifying for the preference by self-declaring its qualification as a “local business.” By signing below, the bidder or proposer is certifying its qualification as a “local business” for purposes of application of Santa Clara County’s policy and is deemed to be applying for the local preference.

All information submitted is subject to investigation, as well as to disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid or proposal not being considered for application of Santa Clara County’s local preference policy. False or dishonest responses will result in rejection of the bid or proposal and curtail the firm or individual’s ability to conduct business with the County in the future. It may also result in legal action.

Provide the complete physical address of your business with meaningful “production capability” located within the boundary of the County of Santa Clara. The term “production capability” means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm’s/bidder’s/proposer’s ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a “Local Business.” If you have more than one physical address in Santa Clara County, please provide an attachment with all of the addresses in the form specified below.

Business Name: _____	
Street: _____	
City/State: _____	Zip: _____

Please Indicate Business Organization (Check One)

☐ Individual Proprietorship

☐ Corporation

☐ Partnership

☐ Other

By filling this form, bidder/proposer declares its qualification as a local business as defined in County of Santa Clara Board Policy, Section 5.3.13.

The undersigned declares that he or she is an official/agent of responding firm or individual and

is empowered to represent, bind, and execute contracts on behalf of the firm or individual.

The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Exhibit and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County as well as additional legal consequences.

Signature

Title

Name

Date

Business License Number (if applicable)

Declaration of Local Business Jan 05, 2009

Contracting Principles
October 1997
Amended October 21, 2008

WHEREAS the County of Santa Clara purchases contract services;

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

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

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

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

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

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

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

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

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

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

I. Contracting Principles

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

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

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

1. Information regarding the wage level, pay range and benefits for positions and job classifications.

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

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

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

- c) If medical insurance is provided a summary of coverage for each plan must be submitted (or in the case of a new program the projected level). In addition, the County may also request the entire plan document.

The summary must include the total premium cost, the amount of the premium paid by the employer and employee, and any co-payments or other employee costs.

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

2. Length of Service

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

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

3. The annual rate of staff turnover.
4. The number of hours of training for each position in subject matters directly related to providing services to County residents/clients.
5. The number of legal complaints issued by an enforcement agency for alleged violations of applicable federal, state or local rules, regulations or laws and the number of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws. The information must include the date, enforcement agency, the rule, law or regulation involved and any additional information the contractor may wish to submit.
6. Copies of any collective bargaining agreements or summary of personnel policies covering the employees providing services to the County.

D. All Type II contracts shall include a contract provision specifying that in order to determine compliance to these principles as well as the contract, the contractor shall be required to provide the County or its agents, except where prohibited by federal or state laws, regulations or rules, reasonable access, through representatives of the contractor, to facilities, records and employees that are used in conjunction with the provision of contract services.

E. During the term of any contract all Type II contractors shall provide to the County copies of any financial audits that have been completed. The contractor shall use County funds for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contracts, this shall not preclude the realization of profits or savings.

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

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

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

II. Definitions

- A. For purpose of this Resolution renewal of any contract shall not include modifications or amendments that do not extend the original length of the contract.
- B. For purposes of this Resolution services shall not include the rental, purchase, sale, lease, lease back or lease purchase of goods. Nor shall the rental, purchase, sale, lease, lease back or lease purchase of any facility or property be included.
- C. For purposes of this resolution Type 1 Service contracts shall include **any** of the following in which the county purchases services from:
 - 1. Sole Source
 - 2. Construction or other work required by law to be contracted out.
 - 3. Individuals and contractors that employ less than twenty-five (25) employees.

4. Contract which provides for immediate needs necessary to preserve public health, safety or peace and any other emergency work which cannot be handled because staff and equipment have been allocated and the work must be done post-haste.
 5. Contract necessary to provide immediate emergency repair of facilities or equipment in order to preserve or provide continuous public, inmate, patient or client services or for the safety and health of the public or employees.
 6. Contract with other public agencies.
 7. Contract of One Hundred Thousand Dollars (\$100,000) or less (excluding contractors where the aggregate of multiple contracts for the same or similar services with the same contractor exceeds \$100,000), except where a labor contract contains a specific provision that requires notice to the County labor organization, then the labor contract provision and threshold dollar amount shall be applied.
 8. Contract with Professionals (such as legal, financial, engineering, architectural, management consulting services, and physician and medical consulting services) where the primary services contracted for will be provided by those professionals.
 9. Contract requires work to be performed with specialized equipment (such as trucks, cranes and other similar large equipment) including those contracts when the contractor provides an operator for the equipment.
 10. Contract for facility or equipment maintenance except such facility or equipment maintenance provided by County employees at the time of adoption of this resolution (i.e., FY 1998).
 11. Contract is for maintenance services incidental to the purchase (or lease etc.) Of goods or equipment.
 12. Contracts to provide employee benefits pursuant to provisions of County labor contracts.
- D. For purposes of this Resolution Type II Service Contracts includes all service contracts in which the County purchases services not covered under Definitions I.B. and I.C. of this Resolution. Garment rental contracts shall be considered a Type II for the purposes of this resolution.

III. Implementation

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

Agency advise current service contractors of the implementation of this Resolution prior to June 1, 1998.

- B. The County Counsel shall develop and disseminate standardized contract provisions that implement this Resolution.
- C. This Resolution and its requirements shall be a part of, and shall be added to, the previously adopted Board policy on Bidding and Contracting.
- D. The implementation and actual experience under terms of this resolution shall be reviewed by the Board Finance Committee and then the full Board beginning one year after adoption of this resolution. The Board shall affirmatively seek out and consider the input of contractors operating under these contracting principles. In addition, the County Executive shall provide quarterly reports to the Finance Committee.

DECLARATION OF CONTRACTOR

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

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

If this box is checked, please complete the following:

Type I Category: _____

Explanation: _____

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

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

☐

Yes

☐

No

If **Yes** is checked, please list and describe contracts, types and dollar amounts.

I am authorized to complete this form on behalf of _____

_____ [Name of contracting entity]. I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Contractor Signature: _____

Name: _____

Title: _____

Date: _____

**CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE
RESOLUTION RE: CONTRACTING PRINCIPLES
[TYPE I CONTRACTS ONLY]**

This contract is a Type I service contract, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997 and subsequently amended on October 21, 2008. Accordingly, Contractor shall comply with all of the following:

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

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

**CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE
RESOLUTION RE: CONTRACTING PRINCIPLES
[TYPE II CONTRACTS ONLY]**

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

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

Contracting Principles Compliance Online Access

Our goal is to create a community for Type II Contractors that among other things makes the process of submitting Contracting Principles and other compliance information to County departments more efficient and consistent.

To take advantage of this service, you must first register. Your registration will allow your organization portal access for submitting and updating information for the Annual Information, RFP-specific Response, and Fiscal Audit described below. The information you submit cannot be viewed through this website by anyone except authorized County staff.

You will have the ability to:

- Create and Maintain your Contracting Principles Type II one-time submission information (Annual Information)
- Create and Maintain multiple Contracting Principles Type II contract-specific information (RFP-specific Response)
- Upload and update your annual financial audit reports sent into the County (Fiscal Audit)

To use the online capability you have to register with the portal as a Type II contractor at:

<http://eservices.sccgov.org/cpc/prepare.do?action=begin>

SECTION 1

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

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

= _____

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

= _____

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

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

= _____

SECTION 2

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

(Please do not provide employee names)

Job Class		Total Number of Positions	
	Pay Ranges	Employees at this level	Pay Subtotals
A	_____	_____	_____
B	_____	_____	_____
C	_____	_____	_____
D	_____	_____	_____
E	_____	_____	_____

Total medical benefit employer costs attributed to the above positions:

= _____

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

Equivalent total medical benefit costs attributed to the above positions:

= _____

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

SECTION 3

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

Medical Cost	Employer Contribution	Employee Self Contribution	Total Cost
Employee only			
Employee plus one dependent			
Employee plus multiple dependents			

Please check one:

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

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

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

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

SECTION 4

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

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

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

SECTION 5

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

Immediate past 12 months / prior fiscal year / prior calendar year
[Please circle one]

Note:

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

SECTION 6

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

Training subject matter related to contracted services	Employee classes	Date	Total hours

SECTION 7

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

Rules, laws, regulations involved	Type	Enforcement Agency	Date of Issue

SECTION 8

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

Bargaining Units	Union	Term of Agreement

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

SECTION 9**DECLARATION THAT INFORMATION IS COMPLETE**

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

[Name of contracting entity]

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

Signature: _____

Name: _____

Title: _____

Date: _____

Question and Answers for Bid #RFP-PRB-FY13-0163 - Domestic Violence Juvenile Offender Treatment Program

OVERALL BID QUESTIONS

**There are no questions associated with this bid. If you would like to submit a question,
please click on the "Create New Question" button below.**

Question Deadline: Feb 8, 2012 3:00:00 PM PST