



## **REQUEST FOR QUOTATION (RFQ)**

**RFQ PRO03 2010**

### **Gang Redirection & Anti-Criminal Thinking Services**

**RFQ RELEASE DATE: Monday, January 25, 2010**

**RFQ RESPONSES DUE DATE: Thursday, February 11, 2010;  
3:00 PM, Pacific Standard Time**

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

#### **RFQ RETURN ADDRESS:**

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

#### **RFQ CONTACT:**

**Address all Questions and Clarifications to Bidsync, [www.bidsync.com](http://www.bidsync.com)**

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## SECTION I: INVITATION TO BID

The Santa Clara County Probation Department invites qualified community-based organizations to submit proposals related to providing gang redirection and anti-criminal thinking classes for youth residing at our Juvenile Rehabilitation Facilities (JRFs). The two JRFs are the William F. James Boys' Ranch, located in Morgan Hill, and the Muriel Wright Residential Center, located in South San Jose. The Probation Department reserves the right to pursue any and/or all ideas generated by this request.

### Funding Levels in FY 2010

| SERVICE CATEGORY                                   | SOURCE FUND  | CONTRACT TERM                                     | RFQ AMOUNT  |
|----------------------------------------------------|--------------|---------------------------------------------------|-------------|
| Gang Redirection & Anti-Criminal Thinking Services | General Fund | July 1, 2010, up to and including, June 30, 2011* | \$24,000.00 |

\* The estimated term of the contract services is **July 1, 2010, up to and including, June 30, 2011**, 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.

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

### **PROBATION DEPARTMENT 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 II: PROPOSAL FORMAT AND CONTENT

### 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 two pages** and relates only to the "Lead Agency" if vendor intends to subcontract with other agencies. Please provide information on the following:

- 2.1 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.

- 2.2 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.
- 2.3 A copy of your company's last audited annual financial statement 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 excluded from the maximum allowable number of pages.**

3. **PROPOSAL SCOPE**

Develop a proposal scope of work that includes the goals, objectives, activities and associated outcome. **This section must not exceed 10 pages.**

- 3.1 Provide a narrative statement that sets out the methodology your organization intends to employ to assist the County in implementing their proposed program services and which illustrates how the proposed methodology will cause the County to reach its objectives.
- 3.2 Describe what is required of the County to ensure a successful implementation of the program services.

4. **BUDGET PROPOSAL and BUDGET NARRATIVE**

Provide a budget proposal and a budget narrative that includes a justification for each line item and uses the General Accepted Accounting Principles. **The budget narrative must not exceed one page.** 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.

Preferred format for the information to be provided in Section II shall be as follows:

|                                                                                                                                                                                                                                                                                                 |                                                                                                       |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------|
| Paginate each section and do not apply consecutive numbering to the response.                                                                                                                                                                                                                   |                                                                                                       |           |
| Cover Sheet                                                                                                                                                                                                                                                                                     | Word document provided on Bidsync.                                                                    | Exhibit 1 |
| Executive Summary: <b>Not to exceed one page.</b>                                                                                                                                                                                                                                               | Proposer formatted single page section divider with the title of the section and heading in all CAPS. | Section 1 |
| Organizational Information:<br>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.<br><b>Not to exceed two pages.</b> | Proposer formatted single page section divider with the title of the section and heading in all CAPS. | Section 2 |

|                                                                                                                                            |                                                                                                                                                                                                |           |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Proposal Scope: <b>Not to exceed 10 pages.</b>                                                                                             | Proposer formatted single page section divider with the title of the section and heading in all CAPS.                                                                                          | Section 3 |
| Budget Proposal (Exhibit 2) and Budget Narrative: Proposal budget form (in US dollars), along with the proposer's Budget Narrative format. | Budget Proposal: Excel document provided on Bidsync (Exhibit 2)<br><br>Budget Narrative: Proposer formatted single page section divider with the title of the section and heading in all CAPS. | Section 4 |
| Audited Financial Statement                                                                                                                | Proposer generated standard format for the Audited Financial Statement                                                                                                                         | Section 5 |

### SECTION III: GENERAL INFORMATION

#### **RFQ 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.

|                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Monday, January 25, 2010</b>                                                                                                                                                                                                                                                                                                                                           | <b><u>RFQ RELEASE DATE</u></b><br>Release RFQ in Bidsync                                                                                                                                                                                                                                   |
| <p align="center"><b><u>PRE-PROPOSAL CONFERENCE</u></b></p> <p align="center"><b>THERE IS NO PRE-PROPOSAL CONFERENCE FOR THIS RFQ</b></p> <p><b>Note:</b> Clarifications and questions must be submitted through Bidsync and responses will be posted on the Bidsync website.</p>                                                                                         |                                                                                                                                                                                                                                                                                            |
| <b>Thursday, February 4, 2010 by: <u>3:00 PM PST</u></b>                                                                                                                                                                                                                                                                                                                  | <b><u>QUESTIONS DEADLINE</u></b><br>Deadline to submit questions relating to RFQ.                                                                                                                                                                                                          |
| <p><b>Thursday, February 11, 2010 by: <u>3:00 PM PST</u></b></p> <p align="center"><b>Submission Location:</b></p> <p align="center"><b>ATTN: Contracts Administration</b><br/> <b>Santa Clara County Probation Department</b><br/> <b>Administrative Resource Unit</b><br/> <b>2314 North First Street, 2<sup>nd</sup> Floor</b><br/> <b>San Jose, CA 95131-1011</b></p> | <p align="center"><b><u>PROPOSALS DUE</u></b></p> <p>Proposals due - One original with three copies. <u>Postmarks will not be accepted as the time-of-delivery and proposals must actually be delivered by 3:00 p.m. PST. <b>Faxed or e-mailed proposals will not be accepted.</b></u></p> |

|                                                                                                                  |                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Wednesday, February 17, 2010</b>                                                                              | <p><b><u>DISQUALIFICATION NOTICES</u></b></p> <p>Disqualification notices of proposals will be sent to vendors via e-mail based on information provided in Exhibit 1 as a result of the technical review.</p>                             |
| <p><b>Tuesday, March 9, 2010<br/>and/or<br/>Wednesday, March 10, 2010</b></p> <p><b>Time to be announced</b></p> | <p><b><u>PROPOSER INTERVIEWS</u></b></p> <p>Date(s) of interview(s) – all proposers must keep these dates available for interviews.</p> <p>Notification of location and time will be sent via email or by telephone to proposers.</p>     |
| <b>Friday, March 12, 2010</b>                                                                                    | <p><b><u>NOTIFICATION</u></b></p> <ul style="list-style-type: none"> <li>• Notice of intent to award will be sent via e-mail to proposers.</li> <li>• Non-selection notices of proposals will be sent via e-mail to proposers.</li> </ul> |
| <b>Wednesday, March 17, 2010 by: <u>3:00 PM PST</u></b>                                                          | Proposer Appeals Due                                                                                                                                                                                                                      |
| <b>Wednesday, March 24, 2010</b>                                                                                 | Response to appeals sent to proposers.                                                                                                                                                                                                    |
| <b>Tuesday, March 30, 2010</b>                                                                                   | Completion of contract negotiations                                                                                                                                                                                                       |
| <b>Thursday, July 1, 2010</b>                                                                                    | Projected start date of services                                                                                                                                                                                                          |

## **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.

A proposal and all attachments shall be in English, complete and free of ambiguities, alterations, and erasures. A completed proposal with required attachments and exhibits must be delivered either in person or mail by **Thursday, February 11, 2010, 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 indicated above on the due date. Faxed or emailed proposals will not be accepted.

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

1. Submit **four copies** of the proposal (one original and three copies) **three hole punched** along with **four tab dividers** that show clearly the proposer's 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. 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 proposal and exhibits.
7. Do not attach any information that is not requested.
8. The proposal should be firmly sealed in an envelope, which shall be clearly typed marked on the outside "**RFQ No. \_\_\_\_\_ - Proposal for: \_\_\_\_\_**". .

Questions will be accepted through Bidsync only up to the cutoff date to submit questions. The responses to the Bidsync questions and/or clarifications will be posted within 72 hours. The Probation Department will not accept further questions and/or clarification after **Thursday, February 4, 2010, at 3:00 p.m.**

## **CONTACT WITH SANTA CLARA COUNTY EMPLOYEES**

As of the issuance date of this RFQ and 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 or responding this RFQ. 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 RFQ.

## **RESERVATIONS**

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

1. Terminate this RFQ and issue a new RFQ.
2. Modify the process, the specifications or requirements for materials, contents or format of the response.
3. Revise any dates specified in this RFQ, including deadlines for accepting responses.

4. Right to reject any and all proposals without indicating any reason for such rejection.
5. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFQ process, or as part of any subsequent contract negotiation.
6. Request that vendors supplement or modify all or certain aspects of their proposals or other documents or materials submitted.
7. Modify the selection process, the specification or requirements for materials or services, or the contents or format of the proposals.
8. Extend a deadline specified in this RFQ, including deadlines for accepting proposals.
9. Modify in the final contract any terms described in this RFQ.
10. Terminate failed negotiations with proposers without liability, and negotiate with other proposers.
11. 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.
12. 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.
13. Reject a vendor's proposal where the proposer is in default or in breach of any other agreement with Santa Clara County.
14. Right to waive any requirements of this RFQ when it determines that waiving a requirement is in the best interest of Probation Department.
15. Directly negotiate and/or award contract for services with a proposer or none of the proposers.

#### **CONSEQUENCE OF SUBMISSION OF PROPOSAL**

The RFQ 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 the next responsive proposer.

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

#### **INQUIRIES AND/OR CLARIFICATIONS**

Proposers must register with the Santa Clara County Procurement Department's RFQ website, [www.bidsync.com](http://www.bidsync.com). Registered proposers will be able to post questions about the RFQ, view answers to the questions about the RFQ, and will be notified by email through Bidsync if addenda are issued on this RFQ. There are no exceptions to this rule.

Proposers must submit questions about this RFQ on-line through [www.bidsync.com](http://www.bidsync.com). 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 RFQ through the Santa Clara County Procurement Department's RFQ website, [www.bidsync.com](http://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.

### **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 an opportunity to seek protection from disclosure through a court of competent jurisdiction.

## **SECTION IV: SELECTION PROCESS**

### **EVALUATION CRITERIA**

All proposals will be evaluated according to the criteria listed below. Failure to comply with any part of the RFQ procedure may eliminate a proposal from consideration. The County reserves the rights to waive any informality, technical defect, and/or clerical error, as the interests of the County require. Probation will screen proposals for basic compliance with the RFQ 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 Quotation (RFQ) 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 vendor will be awarded the contract.

#### **1. RFQ Responsive and Responsible Requirements**

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

a. 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.

b. Responsive means a proposal in substantial compliance with all requirements of the RFQ.

If a proposal is found to be non-responsive, non-responsible, or both, it will be recommended to the Chief Probation Officer that the proposal be rejected. Written notification of the recommended rejection and reasons will be sent to the applicant on **Wednesday, February 17, 2010.**

Once the initial screening is completed, written proposals will then be reviewed by a selection committee designated by the Chief Probation Officer. This committee will rate and rank the proposals in accordance with the established evaluation criteria in this RFQ.

Next, each proposer will participate in a detailed oral interview, with the selection committee, to clarify/describe the highlights/advantages of their proposed services. All proposers must be available on **Tuesday, March 9, 2010 or Wednesday, March 10, 2010**, for interviews.

The results of the selection committee's recommendation will be submitted to the Chief Probation Officer for final approval.

Proposers will be notified of the contract award on **Friday, March 12, 2010**, by fax, e-mail, or certified mail.

The County may negotiate with the first ranked proposer commencing on **Monday, March 15, 2010**. If the first ranked proposer and the County cannot reach agreement within a reasonable time, then the County may elect to terminate those contract negotiations and negotiate with the next highest ranked proposer. Alternatively, the County may terminate all negotiations at any time.

## **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 describes the evidenced-based practices its program design is based upon.
  - iv. Proposer has experience/background to provide 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: **Tuesday, March 9, 2010 or Wednesday, March 10, 2010**

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

Location: **Probation Department**  
**William F. James Boys Ranch**

**19050 Malaguerra Ave.  
Morgan Hill, CA 95037**

- b. Interview question 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).

### **CONTRACT NEGOTIATION**

After the Chief Probation Officer 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 **Friday, March 12, 2010**. 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 for the protest. 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 e-mailed to: [vickie.gorley@pro.sccgov.org](mailto:vickie.gorley@pro.sccgov.org), [donald.casillas@pro.sccgov.org](mailto:donald.casillas@pro.sccgov.org) and/or [jose.acosta@pro.sccgov.org](mailto:jose.acosta@pro.sccgov.org). E-mail subject line must state: **RFQ PRO03 2010 Appeal**.

If a protest is not received in writing by **Wednesday, March 17, 2010, by 3:00 p.m. PST**, it will not be considered.

The Chief Probation Officer will consider all of the facts and issue a decision in writing within five business days after receipt of the written protest, unless more time is needed. The protestor 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. 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 additional time is required. The Chief Probation Officer's decision is final.

## SUMMARY PAGE OF EXHIBITS

### EXHIBITS:

Exhibit 1 – PROPOSAL COVER SHEET

Exhibit 2 – PROPOSED BUDGET

Exhibit 3 – INSURANCE REQUIREMENT

Exhibit 4 – SERVICE CATEGORY: Gang Redirection & Anti-Criminal Thinking Services

## Exhibit 1

### PROPOSAL 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 ( )

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

Service Category: **Gang Redirection & Anti-Criminal Thinking Services**

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 RFQ 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 RFQ; the agency is aware of the applicable facts pertaining to the RFQ process, procedures, and requirements; the Agency has read and understands the RFQ;*

*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 RFQ; 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 RFQ; that it is aware of the applicable facts pertaining to the RFQ process, its procedures and requirements; and that it has read and understands the RFQ. 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: \_\_\_\_\_

**NOTE: The Microsoft Word version of this document is available on the Bidsync website:**  
**[www.bidsync.com](http://www.bidsync.com)**

Exhibit 2

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                 | \$ -   |

NOTE: The Microsoft Excel version of this document is available on the Bidsync website:  
[www.bidsync.com](http://www.bidsync.com)

EXHIBIT B-2A (revised)

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 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. The 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 contactor will be receiving advance funds of 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.

## **SPECIFICATION and OTHER REQUIREMENTS for Service Category**

### **Gang Redirection and Anti-Criminal Thinking Services**

#### **OVERVIEW**

The Santa Clara County Probation Department is seeking proposals through an informal competitive process for gang redirection and anti-criminal thinking classes for youth residing at our Juvenile Rehabilitation Facilities (JRFs).

The youth at the JRFs are wards of the court for law violations and have been ordered to complete a six to eight month program. Educational, vocational, medical, mental health and aftercare services are provided to the youth based on individual needs assessments.

The two JRFs are the William F. James Boys' Ranch, located in Morgan Hill, and the Muriel Wright Residential Center, located in South San Jose.

The gang redirection program should provide on-site gang intervention/suppression classes. One program course will serve males at James Ranch and two program courses will service males and females at the Wright Center. Sixty (60) hours of individual counseling sessions relating to anger management and domestic violence is required.

The anti-criminal program must be directed at challenging criminal thinking, beliefs, attitudes and behaviors and address faulty patterns of behavior. It should be a cognitive-behavioral program challenging participants to look at their behavior and how it relates to their involvement in the juvenile justice system, how to think, how to see the world in different ways and to analyze and solve problems.

#### **FUNDING SOURCE**

The Fiscal Year 2011 funding source for this program is the Probation Department general fund.

The selected agency may subcontract to provide coverage at both facilities; however, the selected agency will be accountable for any subcontractor services.

**Note:** Program funding is contingent on the appropriation of sufficient funding by the County for the services covered by this Request for Quotation (RFQ). If funding is reduced or deleted by the State, the County has the option to either terminate the associated RFQ, with no liability occurring to the County or to offer an addendum to the RFQ indicating the reduced amount.

#### **POPULATION TO BE SERVED**

1. A maximum of number of youth to be served on an annual basis are:
  - a. Up to 12 youth per class for gang redirection/anti-criminal thinking

2. Male and female youth, ages 12 to 19 with varied backgrounds, ethnicities, languages and needs;
3. Youth that are or have been in a gang; and
4. Services to be provided on-site.

### **LENGTH OF SERVICE**

The program length is between six to eight months.

### **PROGRAM GOAL**

The expected goals of the services are:

1. Participants will show that they benefited from this program;
2. Participants will demonstrate positive changes in their attitudes, beliefs and behaviors;
3. Participants will be able to recognize positive and negative styles of communication and social skills;
4. Participants will report they are using new skills for anger management;
5. Participants will be able to identify aggressive, passive, assertive styles of conflict and conflict resolution;
6. Participants will demonstrate increased sensitivity to the victim and understanding of the impact their behavior had on the victim;
7. Participants will increase their understanding of prejudice;
8. Participants will be able to identify community resources that can help them;
9. Participants will be able to identify that gang lifestyle will have a negative impact on their lives, families and victims; and
10. Participants will be able to list at least three behavior changes that foster respect.

### **PROGRAM REQUIREMENTS**

Services to the County must include, but are not limited to:

1. Gang Redirection and Anti-Criminal thinking services will include, but are not limited to:
  - a. Maintain written documentation, project data, and records relevant to the services provided. Information must be available for review by County or designated representative upon reasonable notice.
  - b. Provide professional, qualified and experienced staff.
  - c. Group sessions will consist of four one-hour class sessions per week.
  - d. Measure/track improvement of learned skills.
  - e. One-on-one individual counseling sessions on an as needed basis; length of counseling session will depend on the youth's needs.
  - f. Bilingual (Spanish/Vietnamese) classes will occur on an as needed basis.
  - g. Provide written resource materials for participants.
  - h. Classes will be a cognitive-behavioral program in the juvenile justice system.
  - i. Maintain an attendance sheet for each class.
  - j. Classes must have interactive class participation (worksheets, role-playing, etc.)

- k. Collaboration with Probation staff to provide optimum service to the youth.
- l. Curriculum for gang redirection must relate to “gang” topics and must include, but not be limited to:
  - 1. Awareness and intervention
  - 2. Anger management skills/conflict resolution.
  - 3. Choices and consequences.
  - 4. Problem solving/decision making responsibility.
  - 5. Critical thinking skills.
  - 6. Correlation between gang involvement, drugs and their destructive effects on the neighborhood.
  - 7. Cultural diversity.
  - 8. Self-identity and dealing with authority.
- m. Curriculum topics for anti-criminal thinking must include, but not be limited to:
  - 1. Criminal thinking patterns
  - 2. Offender skill deficits
  - 3. Attitude, beliefs and behaviors
  - 4. Cognitive principles
  - 5. Self-regulation skills
  - 6. Self-management skills
  - 7. Social skills
  - 8. Dealing with stress
  - 9. Problem solving skills
  - 10. Thinking/reasoning skills

### **OTHER REQUIREMENTS**

- 1. All Contractor personnel working directly with youth must have a Department of Justice (DOJ) background clearance (Live Scan).
- 2. Participate in Probation Department meetings as needed;
- 3. Assist in program evaluation and submit a monthly program narrative report; and
- 4. Provide the cost per hour cost for individual, family, and group services.

### **DAYS OF OPERATION**

Services are to be provided on a year-around basis (except holidays), during the day, early evenings and weekends.

### **STAFFING**

The staffing needs are to be developed by the service provider and should include; qualifications and experience, number of Full Time Employee positions, job titles/specifications and staff to youth ratios.