County of San Mateo

REQUEST FOR QUOTATIONS
For
San Mateo County
Community Corrections Partnership's
Local Implementation Plan Consultant

Quotes and supporting materials must be e-mailed to:

Anessa Farber, Management Analyst, Juvenile Services Division
afarber@co.sanmateo.ca.us

By 5:00 PM
September 28, 2011
Late submissions will not be considered.

2011 Request for Quotations
Community Corrections Partnership's Local Implementation Plan Consultant

Calendar	
RFQ Issue Date	**September 1, 2011**
Question Submission Date	**September 21, 2011**
Question Response Date	**September 23,2011**
Qualifications Submission Due Date	**September 28, 2011**
Consultant Selection/Notification Date	**October 6, 2011**

Applicant Experience
San Mateo County Probation Department is issuing a Request for Quotation (RFQ) to contract with consulting services providers to support the Community Corrections Partnership (CCP) Committee in creating the statutorily-mandated Local Implementation Plan (LIP) for the **2011 public safety realignment** legislation under AB109 and AB117. The contractor should be familiar with the state funding program and requirements of penal codes 1228 through 1233, the larger concepts guiding California's current public safety realignment, and the general operational structure and service options in San Mateo County. Furthermore, consultants will be selected based on their ability to and experience with developing: 1) strategic service priorities; 2) high visibility multi-agency projects and 2) evaluation protocols and templates to evaluate individual client, program and initiative-wide outcomes.

Selection
This Request for Quotations (RFQ) is not a commitment or contract of any kind. San Mateo County reserves the right to pursue any or all ideas generated by this RFQ. Costs for developing the quotations are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to reject any and all quotations. The County reserves the right to waive any requirements of this RFQ when it determines that waiving a requirement is in the best interest of the County.

General Provisions Regarding Public Nature of Quotations
Government Code Section 6250 et. seq., the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Record Act provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements.

Applicant's Rights Regarding Confidentiality of Quotations
The County of San Mateo cannot represent or guarantee that any information submitted in response to the RFQ will be confidential. If the County of San Mateo receives a request for any document submitted in response to this RFQ, it will not assert any privileges that may exist on behalf of the person on business submitting the quotation. Rather, the County of San Mateo will notify the party whose quotation is being sought. In the event that a party who has submitted a quotation wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

County's Rights Regarding Confidentiality of Quotations

To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents and employees retains the discretion to release or to withhold disclosure of any information submitted in response to this RFQ.

I. Background

Earlier this year, Governor Brown signed Assembly Bill (AB) 109 and AB 117, legislation that will help enable California reduce the number of inmates in the state's 33 prisons to 137.5 percent design capacity by May 24, 2013, as ordered by the U.S. Supreme Court. All provisions of AB 109 and AB 117 are prospective and implementation of the 2011 Realignment Legislation will begin October 1, 2011. No inmates currently in state prison will be transferred to county jails or released early. Governor Brown also signed multiple trailer bills to ensure the 2011 Realignment secured proper funding before implementation could go into effect.

The 2011 Realignment is funded with a dedicated portion of state sales tax revenue and Vehicle License Fees (VLF) outlined in trailer bills AB 118 and SB 89. The latter provides revenue to counties for local public safety programs and the former establishes the Local Revenue Fund 2011 (Fund) for counties to receive the revenues and appropriate funding for 2011 Public Safety Realignment.

The Community Corrections Partnership (CCP), which was previously established in Penal Code § 1230, will develop and recommend to the county Board of Supervisors an implementation plan for 2011 Public Safety Realignment. ***San Mateo County's Local Implementation Plan (LIP) is intended to:***

1) ***provide an overview of the population in San Mateo County that will be included in local AB109 effort;***
2) ***identify service goals and priorities to address the clients needs and ensure community safety overall;***
3) ***create a structure and protocol by which to track and evaluate services by clients, program and initiative;***
4) ***incorporate a funding strategy that will govern the first year and;***
5) ***recommend change processes as information/experience with the AB109 population increases.***

II. Scope of Work

The contractor's work should encompass the full Scope of Work. Probation staff as well as the CCP facilitator will be available to assist and facilitate, but the contractor will have lead responsibility for assigned tasks. These will include, but not be limited to:

- Collaborate with the members of the Community Corrections Partnership and their designated staff representatives to identify the population and population characteristics, define the service priorities, develop initiative-wide, program-specific evaluation templates and document funding and change management strategies
- Facilitate individual agency and specific working group meetings
- Collect and compile documents and data related to service priorities for the aforementioned population
- Collect and compile information models of evaluation for program effectiveness, cost effectiveness and comparative decision-making

- Gather information about other groups' (e.g. other counties, state/federal Juvenile Justice groups) Local Implementation Plan documents/service priorities as well as evidenced-based practices that address specific service priorities and/or evaluate such programs
- Draft Local Implementation Plan document
- Work with the Planning Committee to finalize Local Implementation Plan and present to the Community Corrections Partnership
- Attend appropriate Community Corrections Partnership meetings to discuss Local Implementation Plan process and progress (see CCP meeting schedule document for detailed information)
- Complete the above work by February 2012 for Board presentation in March 2012

These duties and responsibilities are conducted at a location approved by the Probation Department and under the general direction of the Chief Probation Officer and designated staff, in conjunction with the CCP facilitator.

Payment Terms
Contractor will be paid according to agreed-upon milestones and a clear schedule, not to exceed $25,000. The contract period will be from October 2011 through March 2012. Expected hours needed to perform the scope of work functions should be projected and could be up to the equivalent of full-time, but should not be the sole basis of the invoicing methodology.

III. Quotation Process

A. Submission of Questions

Applicants are encouraged to express their intention to submit a quotation and to submit questions about this RFQ as soon as possible, by e-mail, to Anessa Farber, afarber@co.sanmateo.ca.us. All questions should be submitted by Wednesday, September 21, 2011. The Probation Department will respond to all e-mailed questions and to the extent possible, will make all questions and answers available to all interested parties via e-mail *by Friday, September 23, 2011*.

The Probation Department and Community Corrections Partnership members are responsible only for what is expressly stated in this RFQ and any authorized written addendum thereto. The Probation Department and Community Corrections Partnership are not responsible for and shall not be bound by any person acting or purporting to act on their behalf.

B. Submission of Quotation

1. General

   The Probation Department and Community Corrections Partnership welcome quotations from all qualified consultants, be they individuals, local government organizations, voluntary organizations or profit or nonprofit entities.

   This Request for Quotation (RFQ) is not a commitment or contract of any kind. The Probation Department reserves the right to pursue any or all ideas generated by this request.

   Costs for developing the quotations are entirely the responsibility of the applicants and shall not be reimbursed. The Probation Department reserves the right to reject any and all quotations. The Probation Department reserves the right to waive any requirements of this RFQ when it determines that waiving a requirement is in the best interest of the Community Corrections Partnership and Probation Department.

2. Submission of Qualifications
   Quotes and supporting materials must be e-mailed to: Anessa Farber, Management Analyst, Juvenile Services Division, afarber@co.sanmateo.ca.us. Quotes must be received by 5:00 PM Wednesday, September 28, 2011. **Late submissions will not be considered.**

   An original, unbound hard-copy document and 3 copies that single-sided, hole-punched should also be submitted to Anessa Farber, 222 Paul Scannell Drive, San Mateo, CA 94402.

3. Quotation Narrative
   i. Cover Page
   The first page of the quotation should be a signed cover page (see Appendix A). A Federal Identification Number or Social Security Number will be required upon award of contract.

   ii. Table of Contents
   All quotes should include a table of contents document that indicates which documents or attachments are included and in what order they are intended to be reviewed.

   iii. Applicant Qualifications
   (This section is not to exceed 3 pages, using 12 point font, 1" margins and single spacing)
   Provide a sufficient level of detail to illustrate the qualifications of the applicant.

   Include a list of references that have contracted relevant services from the applicant within the last year. For each reference, include:
   - Contact information
   - A brief description of the services provided, and
   - The time frame in which services were provided.

   Applicants are welcome to provide additional supporting documentation to demonstrate qualifications, including resumes, but this will not serve as a substitute for the narrative component. The references and additional supporting documentation will not count towards the three-page limit.

   iv. Description of Proposed Project
   (This section is not to exceed 5 pages, using 12 point font, 1" margins and single spacing)
   Provide a sufficient level of detail to demonstrate how the applicant will address the services requested in the Section II. Scope of Work and the specific milestones that will be achieved while fulfilling the overall project goals. Descriptions should include office location(s), availability, time breakdown, technical resources/requirements, staffing requirements and any other means necessary to meet all terms of the scope of work. Any requirements identified in the scope of work that will not be directly met by the primary applicant should be explicitly identified.

   v. Examples of Relevant Work
   Provide additional supporting documentation of previously contracted services to demonstrate applicant's qualifications and process to develop strategic needs assessment, planning documents and evaluation templates.

Applicants are welcome to submit as many supporting documents as deemed appropriate to present a well-rounded perspective on applicant qualifications and working style. Documents should be summarized in the Applicant Qualifications Reference List or Proposed Project Description sections.

vi. Financial Summary

(This section is not to exceed 2 pages, using 12 point font, 1" margins and single spacing) Provide a project fiscal budget to support the applicant's description of proposed project narrative and total quotation amount. Describe the associated invoicing methodology.

An amount not to exceed $25,000 will be dedicated to this request for the contract term. The Probation Department will determine the specific level of funding to be dedicated to the contract as part of its review of the quotations submitted. The Probation Department also reserves the right to use the financial summary and proposed terms as a basis of evaluation, to accept a quotation other than the lowest price quotation, and to negotiate for revised price schedules with any provider if this Implementation is in the best interest of the CCP and Probation Department.

Contractor's work will encompass the full Scope of Work. Although Probation staff will be available to assist and facilitate, the contractor will have lead responsibility for assigned tasks and will not supervise any assigned Probation staff.

C. Selection Criteria

Applicants will be evaluated according to the following core concepts:

- Documented experience consulting on similar projects with similar scopes of work
- Documented experience consulting with San Mateo County agencies.
- Clarity of proposed project description and process to accomplish the scope of work within the established time frame
- Quality of relevant work documents with regard to establishing service priorities and evaluation templates that can be translated into operational guides
- Fiscal methodology, including total amount of resources required and clarity of invoicing methodology to ensure completion of services scope within fiscal scope

Please note that the fiscal evaluation will be considered after the other selection criteria have been met.

IV. Selection Notification

The Probation Department will consider all complete applications submitted by the submission deadline. Applicants will be notified of the final selection determination via e-mail or letter no later than October 6, 2011.

V. Other Requirements

Applicants should be aware of all terms and conditions of the Standard County Boilerplate contract; a SAMPLE of the County Boilerplate is attached hereto as Appendix B. If successfully awarded a contract, applicants must be able to comply with these terms and conditions. If an applicant is unable to do so, applicant must submit an explanation of which terms and the reasons why applicant will not be able to comply in the quotation.

Appendix A: Cover Page

Organization Information

Fill out completely and include as the front page of the application. Please make sure information is typed and/or legible.

Applicant Name: _____

Organization Name: _____

Title: _____

Mailing Address: _____

City: _____ CA Zip: _____

Organization Phone: _____Ext: _____ Fax: _____

E-MAIL Address: _____

Proposed Total Contract Amount: $_____

Applicant understands that the submission of this document does not guarantee a contract, nor that any funding will be allocated at the level requested. Final contract provisions will take precedence over the information contained in the quotation.

Applicant is aware of all terms and conditions of the Standard County Boilerplate contract, which is attached hereto as Appendix B.

The undersigned hereby affirms that the statements contained in the application package are true and complete to the best of the applicant's knowledge. The undersigned recognizes that this is a public document and open to public inspection.

Authorized Signature: _____ Date: _____

Name and Title: (please type)_____

Please note: Federal Tax ID# or Social Security Number will need to be provided upon award of contract.

Appendix B: Boiler Plate Contract Template

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No. _____

Contractor Name and Address:

_____

_____

_____

_____

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: _____

Attention: _____

Address: _____

City, State, Zip: _____

It is agreed between the County of San Mateo, California, and Contractor as follows:

1. **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO [Department/Division Name].

2. **Contract Term** The term of this Agreement shall be from [Date] to [Date] unless terminated earlier by the County.

3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [Write out amount], $[Amount].

4. **Relationship of the Parties** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

5. **Workers' Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.

6. **Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified by Risk Management.

7. **Hold Harmless** Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement, including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

8. **Confidentiality** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and

information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

9. **Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

10. **Termination of Agreement** The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

    Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of $2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

    To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

    Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

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

13. **Equal Benefits** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

14. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.

15. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** Contractor shall perform all services in accordance with HIPAA, and the Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H.

16. **Compliance with State, Federal, and Local Laws, regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract, and shall execute all necessary certifications of compliance therewith. Contractor certifies that the Contractor and all of its subcontractors will adhere to and certify compliance with all applicable provisions of San Mateo County Ordinance Code, including without limitation, Chapter 4.106, which regulates the use of disposable food service ware, and Chapter 2.84, which addresses equal benefits.

17. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

18. **Governing Law** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

A. THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

Contractor's Signature	Date	Contractor's Name (Please Print)

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Worker's Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below $1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent.

Purchasing Agent, County of San Mateo	Date
Department or Division Head Approval	Date
Department or Division Head Name (Please Print)	Budget Unit

Distribution – 1 copy to each: Purchasing Agent, County Manager's Office, Controller, Contractor and Department
v 8/19/08
Short Form Agreement/Business Associate