

## 1. Title Page

# COUNTY OF SAN BENITO

## Health and Human Services Agency

2026-HHSA-RFP-001

The County of San Benito, through its Health & Human Services Agency (HHSA), invites qualified organizations to submit proposals to provide comprehensive services to youth who are at risk of, or identified as victims of commercial sexual exploitation.



## REQUEST FOR PROPOSALS

### SUBMIT ELECTRONIC RESPONSE BY:

**Monday, November 23, 2026 at 5:00 pm**

via OpenGov portal at  
<https://procurement.opengov.com/portal/cosb>

Release Date: Tuesday, October 13, 2026

Request for Clarification/Question Deadline: Monday, October 26, 2026, 5:00 pm

Due Date: Monday, November 23, 2026, 5:00 pm



## 2. INTRODUCTION

### 2.1. Summary

The County of San Benito HHSA is requesting proposals from qualified community-based organizations to provide coordinated, trauma-informed services for Commercially Sexually Exploited Children (CSEC). The selected Contractor will deliver prevention, intervention, case management, crisis response, and community education services aligned with State and local CSEC program requirements. The initial contract term is anticipated to begin January 1, 2027, through December 31, 2029, with possible extensions based on performance, funding availability, and service need. The County reserves the right to make one or multiple awards, or no award, if determined to be in the County's best interest. The total funding available for this program is \$134,189 annually (or \$402,567 total for the contract term). The County reserves the right to negotiate the final scope of services and contract amount with the selected proposer. Funding is contingent upon State allocation and County approval. San Benito County is a rural Central Coast County with a population of approximately 64,000 residents. The County includes the City of Hollister, San Juan Bautista, and surrounding unincorporated communities. The County is committed to addressing human trafficking and the commercial sexual exploitation of children through a coordinated, multidisciplinary response that includes child welfare, behavioral health, law enforcement, education, and community-based partners. CSEC SERVICES ARE INTENDED TO: 1. Identify and support at-risk youth 2. Provide immediate crisis intervention 3. Deliver ongoing case management 4. Strengthening prevention education efforts 5. Enhance cross-system coordination.

San Benito County has a population of approximate 67,000 residents, inclusive of two incorporated cities, the City of Hollister, and the City of San Juan Bautista. The County is located 30 minutes of Monterey Bay and 45 minutes south of San Jose, and is a General Law County that operates under a County Board of Supervisors, a County Administrative Officer, and elected and appointed Department Heads.

### 2.2. Background

The proposed period of the contract is 3 years with the possibility of 0 1-year extensions for a Contractor performing satisfactorily.

### 2.3. Contact Information

**Josh Mercier**

Deputy Director

Email: [jmercier@sanbenitocountyca.gov](mailto:jmercier@sanbenitocountyca.gov)

Phone: [\(831\) 902-2563](tel:(831)902-2563)

**Department:**

Health and Human Services Agency

**Department Head:**

Tracey Belton  
Health and Human Services Agency Director

## 2.4. Timeline

|                                                                 |                                                                                                                                                                      |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Release Date</b>                                             | October 13, 2026                                                                                                                                                     |
| <b>Deadline for Questions, Comments and Contract Exceptions</b> | October 26, 2026, 5:00pm                                                                                                                                             |
| <b>Proposal Due Date and Time</b>                               | November 23, 2026, 5:00pm<br>Electronic Submittal Location:<br><a href="https://procurement.opengov.com/portal/cosb">https://procurement.opengov.com/portal/cosb</a> |

### 3. Scope of Work

#### 3. Scope of Work

1. GENERAL All interested and qualified Proposers are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Proposer has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been resolved. An electronic submission of responses to the RFP via the County's eProcurement Portal at <https://procurement.opengov.com/portal/cosb> are due no later than 5:00 pm on November 23, 2026. Late submittals will not be accepted. The County will not pay any costs associated with the preparation, submittal, or presentation of any response to this RFP. Please register as a Vendor on the County's OpenGov Portal for uninterrupted notification and access to County bidding opportunities. The County will only accept submission of all proposals via the County's OpenGov portal. Any hard copy submission, any other submission method (email, fax, etc.) will be retained in the file and will be considered disqualified from consideration in the evaluation process. The Proposer acknowledges that its electronic signature is legally binding. Proposals can be withdrawn at any time prior to the scheduled Deadline for Proposals. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Proposals must be completed in all respects as required in this section. A Proposal may not be considered if it is conditional or incomplete. The County may request clarification of any proposal without changing the substance of the proposal. The County of San Benito, Purchasing Services is now partnering with OPENGOV to create an electronic procurement portal that will allow you to receive notifications of County business opportunities and submit proposals to San Benito County digitally. All Vendors who wish to compete for County work, must register on the County's eProcurement Portal. When registration is completed, vendors will receive email notifications of bidding opportunities that match the commodity/services listed in the vendor profile. PROPOSAL FORMAT Responses to this RFP must be in the form of a proposal package, which must be submitted in the following format through the OpenGov Portal as outlined below. Please submit the entire proposal as one packet/one upload. PRESENTATION Submit the Proposal through OpenGov on 8 ½ x 11 paper uploaded through the portal. Each page, including attachments, must be clearly and consecutively numbered. The narrative portion of the proposal shall not exceed ten (10) pages. Required attachments do not count toward the page limit. Narrative sections must be double spaced and use a minimum of 12-point font size. All documents shall be compiled in the following order: a) Cover Page b) Attachment A: Current Resume c) Attachment B: Questionnaire Response d) Attachment C: Program Budget and Budget Narrative Provide a detailed budget outlining all costs associated with delivering the services described in the Scope of Work, including personnel, operating expenses, client support costs, and administrative costs. A budget narrative must also be included, describing how costs were determined and how they align with the proposed service delivery model. 2. COUNTY RIGHTS The County reserves the right to do any of the following at any time: 1. Reject any or all response(s), without indicating any reason for such rejection; 2. Waive or correct any minor or

inadvertent defect, irregularity or technical error in a response or the RFP process, or as part of any subsequent contract negotiation; 3. Request that Applicants supplement or modify all or certain aspects of their responses or other documents or materials submitted; 4. Terminate the RFP, and at its option, issue a new RFP; 5. Procure any equipment or services specified in this RFP by other means; 6. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the responses; 7. Extend a deadline specified in this RFP, including deadlines for accepting responses; 8. Negotiate with any or none of the Applicants; 9. Modify in the final agreement any terms and/or conditions described in this RFP; Terminate failed negotiations with an Applicant without liability, and negotiate with other Applicants; 10. Disqualify any Applicant on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the response or other data available to the County; 11. Eliminate, reject or disqualify a response of any Applicant who is not a responsible Applicant or fails to submit a responsive offer as determined solely by the County; and/or 12. Accept all or a portion of an Applicant's response.

**3. INCURRING COSTS** This RFP does not commit the County to award, nor does it commit the County to pay any costs incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

**CLAIMS AGAINST THE COUNTY** Neither you, your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between the County and your organization.

**BASIS FOR PROPOSAL** Only information supplied by the County in writing by the Procurement Lead in connection with this RFP should be used as the basis for the preparation of Applicant's proposal.

**NO PUBLIC RESPONSE OPENING** There will be no public opening for this RFP.

**USE OF ELECTRONIC VERSIONS OF THE RFP** This RFP is being made available by electronic means. If accepted by such means, the Applicant acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Applicant's possession and the version maintained by the Social Services Agency, then the version maintained by the Social Services Agency will govern.

**CALIFORNIA PUBLIC RECORDS ACT (CPRA)** All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Applicant's proprietary information is contained in documents submitted to County, and Applicant claims that such information falls within one or more CPRA exemptions, Applicant must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Applicant prior to such disclosure. If Applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Benito County before the County's deadline for responding to the CPRA request. If Applicant fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. Applicant further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Applicant.

CONFIDENTIALITY All data and information obtained from the County by the Applicant and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the Applicant and its agents as confidential. The Applicant and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each response and all documentation, including financial information, submitted by an Applicant to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA. 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. PROTEST PROCEDURES The Procurement Lead will send an email to all Applicants informing them of the response that was selected. Applicants whose responses were not selected may file a written protest to the Procurement Lead no later than ten (10) business days following the date the email notifying Applicants of the County's selection was sent. 4. PROJECT SCOPE OF WORK The Contractor shall provide comprehensive, trauma-informed, and survivor-centered services to youth who are identified as at risk of, or victims of, Commercial Sexual Exploitation (CSEC) in San Benito County and/or Dependents of San Benito County placed out-of-county. All services must align with guidance from the California Department of Social Services related to CSEC programming, including a multidisciplinary, coordinated response that prioritizes youth safety, stabilization, and long-term well-being. The Contractor shall collaborate closely with County partners to ensure services are accessible, culturally responsive, developmentally appropriate, and responsive to the complex needs of CSEC youth. SERVICE COMPONENTS GUIDING PRINCIPLES AND SERVICE APPROACH The Contractor shall ensure that all services are: 1. Trauma-informed and responsive to the impact of exploitation 2. Survivor-centered and youth driven, prioritizing youth voice and choice 3. Culturally responsive and equitable 4. Strength-based, focusing on resilience and recovery 5. Coordinated across systems through a multidisciplinary team (MDT) approach REQUIRED SERVICE COMPONENT A. MULTIDISCIPLINARY TEAM (MDT) COORDINATION & CSEC STEERING COMMITTEE The Contractor shall support a coordinated countywide response by: 1. Facilitating and documenting quarterly CSEC Steering Committee meetings 3. Supporting implementation and ongoing updates to the County's CSEC policies, protocols, and Memorandum of Understanding (MOU) 3. Coordinating a Multidisciplinary Team (MDT) approach that includes Child Welfare, Behavioral Health, Probation, Law Enforcement, Education, and community-based organizations 4. Participating in and/or coordinating case staffing meetings as appropriate 5. Identifying system gaps and recommending improvements in service delivery 6. Coordinating cross system training and technical assistance 7. Prepare and distribute meeting agendas and meeting summaries to Steering Committee members. B. 24/7 CRISIS RESPONSE AND STABILIZATION The Contractor shall provide 24-hour, 7-day-per-week crisis response services to youth identified as at risk of or

experiencing exploitation. Services shall include: 1. Immediate response (in-person or virtual) 2. Crisis assessment and stabilization 3. Safety planning, including harm reduction strategies 4. Emotional support and peer counseling 5. Provision of emergency/basic needs (food, clothing, hygiene items) 6. Coordination with County and MDT partners for immediate safety concerns

Documentation requirements: 1. Contractor shall provide, coordinate, and document basic needs assistance for eligible youth, as appropriate and subject to available program resources. 2. Contractor shall document all crisis intervention services provided.

C. INTENSIVE CASE MANAGEMENT AND ONGOING SUPPORT Contractor shall provide ongoing case management services, as appropriate, and document all case management contacts. Services shall include: 1. Comprehensive intake and assessment of needs and risks 2. Development of individualized, youth-centered service plans 3. Ongoing case management and progress monitoring 4. Safety planning and risk reduction 5. Peer support and relationship-building 6. Linkage and warm handoffs to services (e.g., behavioral health, housing, education, legal) 7. Accompaniment to court hearings, medical appointments, and other services 8. Support with permanency and long-term stabilization goals 9. Case closure when goals are achieved or services are no longer appropriate

Documentation requirements: 1. Contractor shall offer ongoing case management services when appropriate and document all case management contacts.

D. Prevention The Contractor shall implement prevention strategies to reduce risk factors associated with exploitation. Services shall include: 1. Delivery of evidence-informed, age-appropriate prevention education in schools and community settings 2. Curriculum addressing: 1. Healthy relationships 2. Human trafficking awareness 3. Consent and boundaries 4. Online safety and exploitation risks 5. Collaboration with schools and youth-serving organizations

Minimum Service Level: 1. Provide prevention education to approximately 50 youth annually.

Program Evaluation: 1. Contractor shall evaluate participant learning through surveys or other evaluation methods and summarize results in annual reporting. 2. Contractor shall evaluate participant understanding of exploitation risks and report findings annually.

E. COMMUNITY OUTREACH AND TRAINING The Contractor shall conduct outreach and training activities to increase awareness and improve identification and response to CSEC. Required activities include: The Contractor shall increase community awareness and system capacity by: 1. Conducting outreach to identify at-risk youth 2. Providing training to professionals including County staff, educators, healthcare providers, and law enforcement 3. Collaborating with the MDT and Steering Committee to identify training needs 4. Promoting awareness of CSEC indicators, referral pathways, and available services 5. Maintain attendance records for all outreach and training activities.

F. STAFFING AND CAPACITY REQUIREMENTS The Contractor shall maintain sufficient staffing to meet all service requirements, including: 1. Direct service staff (e.g., advocates/case managers) 2. Program supervision 3. Program oversight and administration

All staff must: 1. Be trained in trauma-informed care and human trafficking response 2. Demonstrate experience working with high-risk youth populations 3. Meet all mandated reporting requirements 4. Be able to support or coordinate 24/7 crisis response coverage

G. REPORTING AND DELIVERABLES 1. The Contractor shall comply with all County and State reporting requirements, including those required by CDSS. 2. The County reserves the right to modify reporting templates during the contract term to meet State or local reporting requirements.

Monthly Reporting Reports shall include: 1. Number of youth served (crisis intervention and case management) 2. Number of prevention sessions and youth served 3. Number and type of outreach and training activities 4. Number of individuals

reached Annual Reporting The Contractor shall submit an annual report including: 1. Unduplicated count of youth served and demographic data 2. Service utilization and engagement data 3. Summary of program outcomes, service utilization, and progress toward program objectives. 4. Narrative describing program impact, challenges, and system improvements Data and Evaluation Requirements 1. Maintain accurate and timely data collection systems 2. Participate in County and State evaluation efforts 3. Ensure data confidentiality and compliance with applicable laws 5. CONTRACT PERFORMANCE STANDARDS The following Contract Performance Standards establish the minimum service and documentation requirements that the Contractor shall meet. The County will monitor compliance through required reports, documentation, and contract monitoring activities. A. Referral Response 1. Contractor shall respond to referrals within 24 hours. If circumstances outside the Contractor's control prevent a response within 24 hours, the reason for the delay shall be documented. 2. Contractor shall make initial contact with referred youth within 72 hours. If initial contact cannot be made, the Contractor shall document all contact attempts and the reason contact was not established within the required timeframe. 3. Contractor shall provide same-day crisis response for referrals identified by the County as requiring an immediate response. If same-day response cannot be provided due to circumstances outside the Contractor's control, the Contractor shall document the reason for the delay and actions taken to ensure youth safety. B. Client Engagement 1. Contractor shall offer peer support services when appropriate and document participation. 2. Contractor shall offer ongoing case management services and document participation. 3. Contractor shall make reasonable efforts to engage youth throughout service delivery and document engagement activities. C. Service Documentation 1. Contractor shall complete and maintain a documented safety plan for youth receiving ongoing services, when appropriate. 2. Contractor shall provide and document basic needs assistance for eligible youth requesting services. 3. Contractor shall assess and document progress toward safety and stabilization goals. D. Case Management Documentation 1. Contractor shall complete an assessment and individualized service plan for each youth enrolled in case management. 2. Contractor shall provide referrals and linkages based on each youth's identified needs and document services provided. 3. Contractor shall document progress toward service plan goals throughout case management. E. Prevention Deliverables 1. Contractor shall provide prevention education to approximately 50 youth annually and report the number of youth served. 2. Contractor shall evaluate participant knowledge following prevention education and summarize results annually. F. Outreach Deliverables 1. Contractor shall conduct a minimum of 4 outreach and/or training activities annually 2. Contractor shall provide outreach or training to at least 25 community members and/or professionals annually. 3. Contractor shall collect participant evaluations following outreach and training activities and summarize evaluation findings annually. G. Multidisciplinary Coordination 1. Contractor shall facilitate at least 6 CSEC Steering Committee meetings annually 2. Contractor shall participate in or coordinate MDT case reviews, as appropriate 3. Contractor shall document system coordination efforts and identified service gaps H. Reporting Compliance 1. Contractor shall submit all required monthly reports by the established deadlines. 2. Contractor shall submit all required annual reports by the established deadlines. 3. Contractor shall maintain client records in accordance with all applicable confidentiality, documentation, and reporting requirements. The County reserves the right to adjust performance measures to align with updated guidance from the California Department of

Social Services or funding requirements. 6. APPLICANT SUBMITTAL This section contains the knowledge, abilities, and requirements of the position. Applicants should thoroughly respond to each requirement. A. QUALIFICATIONS Applicants must meet the following minimum qualifications: 1. Experience providing CSEC or comparable youth services. 2. Experience operating publicly funded human services programs. 3. Ability to provide 24/7 crisis response. 4. Capacity to collect and report required program data. 5. Experience collaborating with multidisciplinary partners. 6. Qualified staff with appropriate education, training, and experience. 7. Some college education in related field(s) (social work, youth services, human services, or related) 8. Basic knowledge of standard office equipment including computer, copier, and fax machine 9. Basic knowledge of computer applications such as word processing, database, spreadsheets, and internet navigation 10. Correct English usage, grammar, spelling, vocabulary, and punctuation 11. Strong basic math skills 12. Knowledge of issues related to commercially sexually exploited children (CSEC) and at-risk youth 13. Event planning and coordination for youth programs or stakeholder meetings 14. Experience facilitating multidisciplinary meetings. 15. Knowledge of Brown Act 16. Knowledge of Roberts Rules of Order 17. The Applicant shall ensure that employees who operate a motor vehicle in the performance of this contract possess and maintain a valid California driver's license, maintain automobile liability insurance as required by California law, and remain legally authorized to operate a motor vehicle. Documentation shall be provided to the County upon request. B. PAST PERFORMANCE The Applicant's proposal shall include three different external references from clients who have completed similar projects in the last three (3) years and who are willing to validate the Applicant's past performance on projects of similar size and scope. Name of the contact person; Minimum information to provide for each reference: 1. Name of the contact person 2. Name of the organization or governmental entity 3. Address of the contact person 4. Telephone number of contact person 5. Email address of contact person and relationship with contact person (e.g., supervisor, colleague, manager) 6. Description of services provided and dates the services were provided C. EVALUATION FACTORS Evaluation of the proposal will include, but not be limited to, consideration of the following factors. Proposals in the competitive range may be considered for contract award. 1. Experience, capability, references, and ability to achieve the project requirements-35 2. Ability to meet business, technical, and functional requirements-35 3. Staffing-15 4. Cost-15 Cost to the County is commensurate with experience and qualifications and will be considered after evaluation of qualifications. The importance of cost increases if proposals are otherwise equal. Best-qualified applicants may be invited to an oral interview. D. VENDOR QUESTIONNAIRE Proposal Please upload your entire completed proposal, including attachments. A. Request for Confidentiality of Proprietary Information If a Responder believes that any portion of its Proposal is subject to a legal exception to public disclosure, the Responder shall: (1) clearly mark the relevant portions of its proposal "Confidential"; and (2) identify the legal basis for exception from disclosure. By submitting a Proposal, a Responder agrees that County shall not in any way be liable or responsible for the disclosure of any Proposal or any part thereof if disclosure is pursuant to the Public Records Act or otherwise pursuant to law or legal process. By submitting a Proposal, the Responder agrees to save, defend, keep, hold harmless, and fully indemnify County, its elected officials, officers, employees, agents and volunteers from all damages, claims, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing any portion of a Proposal marked "Confidential" to a third party. B. Request for

Confidentiality of Proprietary Information The Offeror, by the undersigned representative, requests that the specific information, described below and identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public. 1. Description of specific information that is the subject of the request. 2. The legal basis for exception from disclosure. Enter N/A if not applicable Response required If Yes: Provide additional details if needed C. Certify Accuracy of Response Do you certify that all statements contained within the submitted Proposal are true, and acknowledge that if the Proposal is found to contain any false statements, the County may declare any Agreement or Contract made as a result of the Proposal to be void? ☐ Yes ☐ No Response required D. Additional Information Do you agree to provide any additional information requested by the County to verify qualifications? ☐ Yes ☐ No Response required E. References Do you give permission for the County to contact all references provided? ☐ Yes ☐ No Response required

#### [4. Electronic Proposal](#)

## 4. Electronic Proposal

### 4.1. Business Name\*

Please enter the name of your business, and DBA (if applicable)

\*Response required

### 4.2. Federal Tax ID Number \*

Enter your Federal Tax ID Number

\*Response required

### 4.3. Cover Letter\*

The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project. The letter must contain:

- Name, title and contact information (email, phone, and address) for representative of proposer that is responsible for communication related to this RFP.
- Name, title, contact information, and signature of person authorized to obligate firm to perform the commitment contained in the proposal.

Submission of the letter will constitute a representation by proposer that it is willing and able to perform the commitments contained in the proposal and has not violated the terms of this RFP. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.

\*Response required

### 4.4. Upload Proposal Response\*

Please upload your completed Proposal, including all Attachments.

\*Response required

### 4.5. Non-Collusion Declaration (Required for all RFP's)\*

**Non-Collusion Declaration Pursuant to Public Contract Code Sec. 7106**

The undersigned declares: I am the authorized representative of the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited, colluded, conspired, connived or agreed with, any other proposer to put in a false or sham proposal, or refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the submittal of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not,

directly or indirectly, submitted his or her proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, or any other party or entity to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

☐ Please confirm

\*Response required

#### **4.6. Disclosure of Criminal and Civil Proceedings\*\***

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

**Note: if no civil and criminal proceedings within the last 10 years, please indicate that there are none.**

\*Response required

#### **4.7. Drug-Free Workplace Certification\*\***

The contractor or grant recipient named on this proposal hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - A. The dangers of drug abuse in the workplace
  - B. The person's or organization's policy of maintaining a drug-free workplace
  - C. Any available counseling, rehabilitation and employee assistance programs
  - D. Penalties that may be imposed upon employees for drug abuse violations
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - A. Will receive a copy of the company's drug-free policy statement
  - B. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant

**CERTIFICATION**

I, the official submitting this proposal, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this Certification, executed on the date of proposal submittal and in the County below, is made under penalty of perjury under the laws of the State of California.

☐ Please confirm

\*Response required

☐ Please confirm

\*Response required

#### **4.8. San Benito County Reservations\*\***

##### **County of San Benito Hereby Reserves the Following Rights:**

The County of San Benito reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended award of Contract shall be made to the highest rated Proposer based on the evaluation criteria stated within the RFP.

##### **Right of Rejection**

The County reserves the right to reject any and all proposals, or to cancel this RFP in part or in its entirety.

The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.

The County reserves the right to amend this RFP at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion.

Any proposal received which does not meet the stated prerequisites of this RFP may be considered to be non-responsive, and may be rejected. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements as stated within the RFP.

The County reserves the right to cancel any award and re-solicit proposals for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.

The County reserves the right to cancel any award and re-solicit in the event services cannot commence with ten (10) days after the specified date for start of work, or in compliance with the start date as set forth in the contract as agreed on between the parties.

The County reserves the right to reject any and all proposals considered not to be in the best interest of the County.

The County reserves the right to waive any and all minor irregularities in proposals.

The County reserves the right to reduce or increase any specification, in whole or in part due to changes in budget allocations.

I declare under penalty of perjury under the laws of the State of California that I have read the

above reservations as stated by the County of San Benito.

☐ Please confirm

\*Response required

#### **4.9. Debarment Certification\*\***

By submitting a bid/offer/proposal/quote to the County of San Benito, under penalty of perjury, I, the Proposer, hereby certify that the Prospective Contractor and/or its officers, directors, and employees:

- A. Are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program
- B. Have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and
- C. Are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in contractor being excluded from participation in federally funded programs.

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

I certify that I am authorized by the company named above to respond to this request.

☐ Please confirm

\*Response required

#### **4.10. Certification of Compliance\*\***

The proposer does hereby make certification and assurance of the Proposer's compliance with:

The laws of the County of San Benito:

<https://codelibrary.amlegal.com/codes/sanbenitocounty/latest/overview>

Title VI of the federal Civil Rights Act of 1964:

<https://www.justice.gov/crt/fcs/TitleVI-Overview>

Title IX of the federal Education Amendments Act of 1972:

<https://www.justice.gov/crt/title-ix-education-amendments-1972>

The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:

<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>

The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:

<https://www.ada.gov/pubs/adastatute08.htm>

All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,

The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,

The condition that no amount shall be paid directly or indirectly to an employee or official of the County of San Benito as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Further, by signing below, I certify under penalty of perjury that the information provided in the submitted proposal is true and correct to the best of my knowledge. I will update the above information as needed. I further, if selected, this company will conform to all Federal, State, and local laws covering the work provided. I understand the submission of this application does not guarantee use as a vendor/contractor for the County. I understand the County reservation of rights in the RFP.

☐ Please confirm

\*Response required

## 5. Evaluation Phase

### [5. Planned Evaluation Criteria](#)

#### 5.1. Phase 1 of Evaluation Process

| No. | Evaluation Criteria                                                                                                                                                                                                                                                                                                | Scoring Method | Weight (Points) |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|
| 1.  | <b>Qualifications and Experience</b><br>Qualifications and Experience<br>Weight: 35%<br>Considerations: Proposer background and reputation, qualifications of the project team, experience with similar services and entities.                                                                                     | N/A            | N/A             |
| 2.  | <b>Technical Review</b><br>Technical Review Weight: 35%<br>Considerations: Statement of understanding of the County's needs, work plan, scheduling, technical specifications and functionality, quality control, training, adequacy of support staff and subcontractors, risk management, and value-added aspects. | N/A            | N/A             |
| 3.  | <b>Cost</b><br>Cost evaluation, 15%                                                                                                                                                                                                                                                                                | N/A            | N/A             |
| 4.  | <b>Staffing</b><br>Staffing evaluation, 15%                                                                                                                                                                                                                                                                        | N/A            | N/A             |

#### 5.2. Phase 2

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|-----|---------------------|----------------|-----------------|
|-----|---------------------|----------------|-----------------|

|    |                                                                                                                                                                                                                                                                                                                                                                  |              |                               |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------|
| 1. | <p><b>Past Performance</b></p> <p>References 100%</p> <p>Considerations: Satisfactory performance of similar work, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, and likelihood of continued use.</p> <p>The references may be checked by staff and relayed to the evaluation Committee.</p> | Points Based | 100<br><i>(100% of Total)</i> |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------|

## 6. Instructions to Proposers / Terms and Conditions

### 6. Submission Requirements, Evaluation, Negotiations, Acceptance Scope of Work

#### 1. Submission Deadline

Proposals must be electronically received by 5:00 pm via the OpenGov system. The main page for the County is located at: <https://procurement.opengov.com/portal/cosb>.

Allow sufficient time for the upload to complete by the due date and time. Partial uploads will automatically terminate, and proposals will be rejected. The OpenGov system submission time will be the official submission time. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the OpenGov system.

NOTE: The County does not maintain the OpenGov system and is not liable for site failures or technical problems. To resolve technical issues, contact OpenGov Technical Support by using the real-time chat located in the lower right hand corner of the screen, or via email at [procurement-support@opengov.com](mailto:procurement-support@opengov.com)

#### 2. Pre-submission Registration

Organizations or individuals interested in responding to this solicitation must register online with the County of San Benito at: <https://procurement.opengov.com/portal/cosb>

#### 3. Electronic Submissions

It is recommended to include the proposer's name and the RFP title and number in each file name. Documents should be created in the following format:

- Text should be Times New Roman (12-point minimum font size)
- Pages should have margins of at least one inch on all sides (excluding headers and footers)
- If the proposal is lengthy, a Table of Contents should be included.
- PDF format is preferred.

#### 4. Errors in Proposals

The County will not be liable for any errors in this RFP or in submitted proposals. Proposals may be rejected as unresponsive if they are late, incomplete, missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waiver will not modify any remaining RFP requirements.

#### 5. Evaluation of Proposals

Evaluation Committee: A committee or individual staff person(s) ("Reviewer(s)") may evaluate all proposals. Reviewer(s) will score and recommend proposals in accordance with the evaluation criteria set forth herein. Evaluation of the proposals shall be within the sole judgment and discretion of Reviewer(s).

At the County's discretion, the top-rated firms scoring highest on the first round of evaluations will be invited for an interview and further rated. The County reserves the right to determine the number of proposers to be interviewed. The same evaluation criteria used for the proposal evaluation process may be used to rate the firms during the interviews, or Reviewers(s) may develop additional questions. At the end of the interview process, Reviewer(s) will re-rank the firms to determine the best evaluated firm. The project manager and any key team members should attend the interview. The determination as to the need for interviews, the location, order and schedule of the interviews is at the sole discretion of the County. The evaluation interview panel may include representatives from the County, and potentially from other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all costs incurred to attend.

The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposers.

The evaluation criteria and their respective weights are set forth in the "Evaluation Phase" of this RFP.

#### **6. Negotiations and Notice of Intent to Award, Acceptance Period**

After the evaluation of proposals and final consideration of all pertinent information available, the County may reject all proposals. If a decision is made to take steps to enter into an agreement with one or more proposers, the County will post a Notice of Intent to Award or otherwise notify proposers the remaining proposers of their non-selection. If a Notice of Intent to Award is issued, the notice shall not create rights, interests, or claims of entitlement for the highest-rated Proposer and all proposals may still be rejected.

The highest-rated Proposer should be prepared to enter into a Contract with the County which shall be substantially the same as the Standard Contract included as an attachment to this RFP (except as to the scope of work and compensation). Please ensure that your firm has completed legal review of these contract terms. The County will consider Contract Exceptions Requests but reserves the right to reject requested modifications to its standard terms. The Contract provided with this RFP is to be considered a sample and the County reserves the right to add terms and conditions, deemed to be in the best interest of the County based on the selected proposal, during final contract negotiations.

If a Proposer fails to sign and return the Contract drawn pursuant to this RFP and final Contract negotiations within 14 days of its delivery to the Proposer, the County may cancel the award and award the Contract to the next highest rated Proposer.

#### **7. Communications**

As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through the OpenGov portal, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures. Proposers (including any agent, owner, employee, board members, or other such affiliates) shall not offer any gift, favor, or other personal benefit to any County officer or employee during the procurement process for this agreement, including during the solicitation period and contract negotiations. Violation(s) of the foregoing prohibitions may result in a proposer being found non-responsible and barred from participating in this or future procurements.

#### **8. Award Procedure**

Contract negotiations are neither an offer nor guarantee that a contract will be executed. A contract award, if any is made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached template, executed by the appropriate authority.

#### **9. Commencement of Performance**

After all parties have signed the agreement, the County will notify the contractor and performance may proceed. Prior to execution of the agreement by the County, no County employee may authorize work under the agreement. Any work performed prior to the full execution of the agreement may not be compensated.

#### **10. Errors, Omissions and Inquiries Regarding the RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to notify the department, in the

OpenGov portal, if the proposer discovers any ambiguity, discrepancy, omission, or apparent error in the RFP. Such notification should be made promptly after discovery, but in no event later than five business days prior to the deadline for receipt of proposals. Modifications and clarifications, if determined necessary by County, may be made by addenda as provided below. Inquiries regarding the RFP should be lodged in OpenGov portal.

#### **11. Objections to RFP Terms**

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not less than five business days prior to the deadline for receipt of proposals, provide written notice to the department, via the OpenGov portal, setting forth specific grounds for the objection.

#### **12. Addenda**

The County may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted as Addenda on the OpenGov portal. No other revision of this RFP is valid. Proposers shall be responsible for ensuring that their proposals reflect any and all Addenda issued by the County prior to the proposal due date regardless of when a proposal is submitted. Therefore, the County recommends that proposers consult the OpenGov portal frequently, including shortly before the proposal due date, to confirm that all Addenda have been downloaded.

#### **13. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for the duration of the proposed agreement term, unless otherwise specified in the proposal, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

#### **14. Revision or Withdrawal of Proposal**

A proposer may revise or withdraw a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original on or before the proposal due date. After that time, whether or not a new RFP is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor.

#### **15. No Commitment**

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a contract.

#### **16. Financial Responsibility**

The County shall have no financial responsibility for any costs incurred by a firm in responding to this RFP or participating in any presentations or negotiations.

#### **17. Estimated Quantity**

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

#### **18. Public Record**

All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review. Any contract arising from this RFP will be a public record. Submission of any materials in response to this RFP (except if submitted as confidential information below) constitutes: (a) consent to the County's release of such materials

under the Public Records Act without notice to the person or entity submitting the materials; (b) waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and (c) agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and (d) acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

#### **19. Confidential Information**

Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request. If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL." If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges. Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information. Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested. Trade secrets (or other confidential information) will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7. Proposers shall **NOT** submit confidential material through the regular proposal submittal, but shall submit any such confidential documents through a separate upload. (Ask through the question portal for a confidential upload option if one is not already contained in the RFP.

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

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

- a. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- b. Reject any or all proposals;
- c. Reissue an RFP;
- d. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
- e. Procure any materials, equipment or services specified in this RFP by any other means;
- f. Determine that no project will be pursued;
- g. Award responses received on the basis of individual items, or groups of items, or on the entire list of items;
- h. Accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.

#### **21. No Waiver**

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

#### **22. Proposer Responsibility**

You are expected to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site, or document will not relieve you from any obligation regarding this RFP. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this RFP unless you have specifically, by section number, raised objection.

### **23. Preferences for San Benito County Products and California-made materials**

In purchases by the County of San Benito for goods, there is a 3% local preference, up to the amount of \$500,000. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

### **24. Taxes (as applicable)**

Include any sales, use, or federal excise taxes in your response as separate line item(s). If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax. Exemption certificates will be furnished when federal excise tax is exempted.

### **25. Brand Names (as applicable)**

Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent, or designee, as to what items are equal shall be final and conclusive. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified.

### **26. Samples (as applicable)**

Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

### **27. Public Agency Participation**

It is intended that any other public agency including, but not limited to, those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation, unless Proposal or contract indicates that no "piggybacking" is allowed. This provision in no way commits any affiliate to procure services from any awarded contractor, nor does it guarantee that any additional orders will result. The County of San Benito shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation. At their discretion, and subject to their own procurement policies, interested organizations may make use of this competitive procurement and contract directly from the awarded contractor, unless Contractor notifies County of their non-agreement to this provision in its response.

### **28. Late Payments:**

Should the county be late in making payments against invoices submitted correctly and timely, any interest levied by the vendor for payments shall be limited by the Section 926.10 of the California Government Code.

### **29. Protests**

Any actual Proposer who wishes to protest the Notice of Intent to Award a Contract may submit a protest. All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered.

Protests must be delivered to: County of San Benito, Clerk of the Board, 481 Fourth Street, Hollister, CA 95023.

The protest must be submitted in writing to the address within **five (5) calendar days after the date of the Notice of Intent to Award the Contract.** All letters of protest shall clearly state each and every one of the grounds asserted for the protest. The protest should also state the law, rule, regulation, or policy upon which the protest is based. Pursuant to the County's purchasing policy, the protest shall include, at minimum: (a) the date and action taken resulting in a protest, and (b) identify the material issue, including a detailed explanation of the basis for the protest, and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

The Purchasing Agent, or designee, will issue a written decision within 15 working days following an informal meeting which will be held to attempt to seek informal resolution and/or clarify the issues. In the event the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision.

### **30. Questions**

If you have further questions regarding the RFP, please submit them through the OpenGov portal.