



COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

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COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) #18P2-002

FOR

Smart Path Roaming Assessor Outreach Services

Question Deadline	5:00 PM; Pacific time, September 13, 2018 Submit questions by email to Contact Person.
Submittal Deadline	5:00 PM, Pacific Time, Sept. 26, 2018 Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 rd floor, room 330 Santa Cruz, CA 95060
Contact Person	Phil Santaluce, Senior Buyer Email gsd122@santacruzcounty.us Phone (831) 454-2723 Fax (831) 454-2710

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SECTION I. INVITATION

The County of Santa Cruz (County) Human Services Department (HSD) invites sealed proposals from qualified agencies to provide engagement, assessment and linkage to services for persons experiencing homelessness. HSD invites proposals from agencies interested in administering one or more of three strategies outlined in this RFP and referred to as “Roaming Assessors”. These services are part of a coordinated assessment and linkage system for individuals and families to effectively and efficiently match people experiencing homelessness with available housing and services that best fit their specific situation and needs. The U.S. Department of Housing and Urban Development (HUD) requires each local homeless planning entity, or Continuum of Care (CoC), to establish and operate the system. The long-term impact the system seeks to influence is the reduction in homelessness throughout the County. In 2017, there were 2,249 individuals experiencing homelessness and counted during a Point-in-Time (PIT) census, conducted by Applied Survey Research (ASR). This represented an increase of 15 percent from the previous count conducted in 2015.

In 2017, to reduce homelessness and to meet federal mandates, the CoC launched Smart Path to Housing and Health: Coordinated Assessment and Referral System (Smart Path), which is the local coordinated entry system. The Homeless Action Partnership (HAP), serves as the countywide CoC and provides general oversight of the system. As of October 2018, HSD will become the county’s lead agency administering coordinated entry. Key to the success of Smart Path is the inclusion of assessments for all persons experiencing homelessness, and especially those considered the most vulnerable or difficult to engage. The three Assessors sought through this RFP will facilitate this inclusion.

Community based agencies are sought through this RFP, to provide up to three Roaming Assessors who will conduct outreach to persons experiencing homelessness with the goal of engaging persons to complete a Smart Path assessment and connecting them to immediate resources. Two of the Roaming Assessors solicited will focus on a geographic area, either North or South County. The third Assessor solicited will work throughout the County with unaccompanied youth/young adults under the age of 25. The awarded contract(s) period will be October 2018 – June 30, 2019, with possible renewal based on funding availability and satisfactory contractor performance.

Proposals must be submitted by September 26, 2018.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 Solicitation Documents

The following, in addition to this Solicitation, constitute the Solicitation documents:

- Exhibit A Respondent Fact Sheet *
- Exhibit B Customer References *
- Exhibit C Program Budget*
- Exhibit D Non-Collusion Declaration *
- Exhibit E Living Wage Compliance Statement *
- Exhibit F Insurance Information (do not return)
- Exhibit G Protest and Appeals Procedures (Do not return)

For each Smart Path Roaming Assessor Service respondent is bidding:

- Complete and submit Program Narrative Document
- Complete and Submit Exhibit C – Smart Path Roaming Assessor Budget Form

*** Execute and return with Proposal**

2.3 Solicitation Process Schedule

The following is an anticipated Solicitation and engagement schedule. The County may change the estimated dates and process as deemed necessary. The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Release Solicitation	August 30, 2018
Advertise Solicitation in Santa Cruz Sentinel	Aug. 30, Sept. 6, 2018
Deadline for submitting written questions	Sept. 13, 2018
Deadline for submitting proposals	Sept. 26, 2018
Tentative Awards/Negotiations	October 5, 2018
Agreement Start Date	October, 2018

2.4 Submission of a Proposal

Respondent shall submit one original and 5 copies of their Proposal including executed Exhibits A - E. Respondent shall also submit a digital version of the entire Proposal on a flash drive.

Proposal must be sealed and clearly marked with the RFP number.

2.5 Proposal Opening

Proposals will be opened immediately after the Submittal Deadline at the General Services Department, Purchasing Division, 701 Ocean Street, room 330, Santa Cruz. Proposals will be available to the public for review only after award of contract.

2.6 Multiple Proposals Not Allowed

Only one Proposal will be accepted from any one person, partnership, corporation or other entity, however please note that one Proposal may include applications for more than one (up to three) Roaming Assessor service components, as described in this RFP.

2.7 Late Responses

Proposals received after the Submittal Deadline will not be considered for award and will be returned to Respondents unopened. Respondent is responsible for the timely and correct delivery of the Proposal.

2.8 Point of Contact

All questions regarding this RFP shall be made in writing directly to the Contact Person (see cover page). No other individual has the authority to respond on behalf of the County to questions regarding this solicitation. Failure to adhere to this process may disqualify the Respondent.

2.9 References

Respondent agencies shall submit Exhibit B – Customer References with Proposal. Reference checks confirm that contractor has successfully performed the proposed services on similar projects, including completion within budget, schedule, and scope.

The County reserves the right to:

- a. Check all, any, or no references that the County deems necessary, to assess a firm's past performance;
- b. Contact all or as many references the County determines are representative projects demonstrating experience that is relevant to this scope of services; and
- c. Check any other reference(s) that might be indicated through the explicitly specified contacts or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services known to the County.
- d. The respondent agency reference score/weight shall have no bearing on any other evaluation criteria.

- 2.10 Non-Collusion Declaration
Respondent shall execute a Non-Collusion Declaration on the form furnished by the County. Exhibit D is attached herein.
- 2.11 Proposal Evaluation Criteria
If an award is made, it will be made to the responsive and responsible Respondent(s) that offers the County the greatest value based on an analysis involving a number of criteria. Refer to the specific narrative requirements beginning with Section 3.6 (Narrative) for additional information on the criteria.

A County Evaluation Team comprised of County staff and experts in the field of homelessness and housing services will evaluate the proposals and select the agency(ies) that best meets the needs set forth in this solicitation which is the best qualified and able to provide the specified services. Evaluation of the proposals shall be within the sole judgment and discretion of the County. Award of contract is contingent upon approval by HSD and funding availability.
- 2.12 Cost of Service
County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs are to be firm through the initial contract period. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.
- 2.13 Reservations
At its sole discretion, County reserves the right to take the following actions any time and for its own convenience:
- Reject any and all Proposals, without indicating any reasons for such rejection.
 - Waive or correct any minor or inadvertent defect, irregularity or technical error in any Proposal or procedure, as part of the Proposal or any subsequent negotiation process.
 - Withdraw this RFP and issue a new Request for Proposals anytime thereafter.
 - Procure any materials or services specified in the RFP by other means.
 - Extend any or all deadlines specified in the RFP, including deadlines for accepting proposals, by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFP.
 - Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFP or other data available to the County. Such disqualification is at the sole discretion of the County.
 - Reject the Proposal of any Respondent that is in breach of or in default under any other agreement with the County.
 - Reject any Respondent deemed by the County to be non-responsive, unreliable, or unqualified.

2.14 Withdrawals of Proposals

By formal written notice, Respondent's Authorized Representative may modify or withdraw his Proposal before the Submittal Deadline. Proposals not withdrawn before the Submittal Deadline will become the property of the County.

2.15 Interpretation

Should any discrepancies or omissions be found in the Proposal, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least seven (7) days before RFP closing date. All addenda issued shall be incorporated into the Contract.

2.16 Pre-Award Conference

If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.17 Responsibility and Performance

The County will consider the Respondent to be the sole point of contact with regard to all contractual matters.

Respondent shall provide the services of one (1) or more qualified manager(s) responsible for assuring that the services provided under the Contract are satisfactory.

2.18 Qualifications

The following, in addition to any other information you may wish to submit, must be provided in attachment form as part of your Proposal. All responses shall reference the RFP paragraph number.

- a. Experience: Respondent shall be an established agency conducting business of the nature specified in this RFP for a minimum of two (2) years. Respondent shall provide a brief statement of agency background including years in business and experience of support staff that would be assigned to the Contract.
- b. References: Provide a list of two (2) references. See Exhibit "B".
- c. Other Information: See Section 3.4, Program Specific Qualifications for additional information about the qualifications required for this solicitation.

2.19 Addenda

These documents may not be changed by any oral statement. Changes to these documents will only be written Addendum issued by the Buyer, or designee.

If/when necessary, a written addendum will be faxed or emailed or mailed to all prospective respondents.

- 2.20 Proprietary Information
All information appearing within the response is subject to Public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the response.
- 2.21 Protest and Appeals Procedures
See Exhibit G on page 31.

SECTION 3. STATEMENT OF WORK

3.1 Overview

A coordinated entry system provides a “no wrong door” approach to addressing homelessness. In Smart Path, all shelters and housing service providers agree to accept referrals from the system when they have program vacancies, reducing the need for participants to traverse the county seeking assistance from each agency separately. As the lead agency, HSD will maintain a countywide list of participants experiencing homelessness and prioritize referrals by need and vulnerability for immediate services. Individuals and families (referred to hereafter as “participants”) who experience homelessness are assessed with the same tool regardless of where the assessment occurs. Assessment results are tracked in the Homeless Management Information System (HMIS), the HUD required data collection system, and are used to prioritize participants for scarce resources based on vulnerability and need. Some potential participants may not regularly engage in services where they would receive the assessment such as at shelters, clinics or social services, therefore services must go to them.

In the ASR report on the Point-In-Time Homeless census which counts homelessness on one day, the following key findings were noted about the local homeless community:

- Only twenty percent of the counted individuals experiencing homelessness were staying in shelters and the remaining persons were living on the street, in abandoned buildings, in vehicles, or in encampments.
- Unaccompanied youth and young adults under the age of 25 accounted for more than one-quarter of the total homeless population that day. The 588 youth and young adults experiencing homeless in the County during the census, including 423 youth age 18-24 and 165 unaccompanied minors, was more than double the number identified in 2015.
- Based on surveys conducted in conjunction with the census, 600 persons were considered chronically homeless; that is, they have experienced homelessness for a year or longer or have experienced at least four episodes of homelessness in the last three years, and also have a disabling condition. Persons experiencing chronic homelessness represent one of the most vulnerable populations on the street; the mortality rate for those experiencing chronic homelessness is four to nine times higher than the general population.

These findings suggest the need for specific outreach services to conduct assessments with all of the local homeless population. Agencies across the county that serve persons experiencing homelessness are utilizing existing staff to complete Smart Path assessments. To ensure that all persons experiencing homelessness, and especially persons who are the most vulnerable, hard to engage, or do not frequent social service agencies, have the same opportunity to be considered for available housing programs, the additional dedicated Smart Path Roaming Assessors solicited in this RFP are greatly needed. Agencies may apply for funding for one or more of the three Smart Path Roaming Assessor service components. As of June 2018, almost 500 Smart Path assessments had been conducted since the project’s inception and the intention is the awarded agencies will help increase this number.

3.2 Scope

The scope of the services required of selected agencies shall achieve and track annual outputs and quality metrics as stated below. For the initial nine-month contract period, the selected respondents will meet or exceed 75% of the outputs stated below.

Service Component 1 - Smart Path Roaming Assessor focused on the southern half of Santa Cruz County (South Assessor); for purposes of this RFP, southern Santa Cruz County includes all areas to the south of the City of Capitola:

- Complete 200 Smart Path assessments of persons experiencing homelessness who have not previously completed an assessment within the last year
- Connect 200 unduplicated individuals to immediate resources as applicable
- Input 200 Smart Path assessments into HMIS within two working days of being completed

Service Component 2 - Smart Path Roaming Assessor focused on the northern half of Santa Cruz County (North Assessor); for purposes of this RFP, northern Santa Cruz County includes the City of Capitola and all areas north of Capitola:

- Complete 200 Smart Path assessments of persons experiencing homelessness who have not previously completed an assessment within the last year
- Connect 200 unduplicated individuals to immediate resources as applicable
- Input 200 Smart Path assessments into HMIS within two working days of being completed

Service Component 3 - Smart Path Youth Outreach Worker (Youth Assessor):

- Complete 150 Smart Path assessments of unaccompanied persons experiencing homelessness who are under the age of 25 and who have not previously completed an assessment within the last year
- Connect 150 unduplicated individuals to immediate resources as applicable
- Input 150 Smart Path assessments into HMIS within two working days of being completed

3.3 Program Design

Smart Path seeks to more effectively and efficiently utilize scarce housing and service resources by prioritizing for assistance persons with the highest needs and vulnerability. Smart Path is governed by the Housing First philosophy in which no person may be screened out of the coordinated entry process due to perceived barriers to housing or services. Persons who do not complete a Smart Path assessment are not considered for these housing opportunities therefore it is critical to engage all potential participants and conduct the assessment.

The Smart Path assessment is required and informed by best practices. It includes the following components:

- Identification of immediate health and safety needs
- Exploration of potential opportunities to divert participants from needing housing assistance
- Questions that will help identify a participant's eligibility for specific housing programs
- Questions from the Homeless Management Information System's (HMIS) basic intake
- Questions from the relevant Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT)

To facilitate the accurate completion of assessments, they must be provided in the participant's language of choice, in a location that is accessible and provides privacy, and by a trained assessor with whom the participant feels comfortable sharing personal information.

In general, to meet the outputs and quality metrics outlined, the three Roaming Assessors will be required to:

1. Conduct Smart Path assessments throughout their designated area or with their designated population, and identify locations at which persons experiencing homelessness frequent and conduct assessments at these locations
2. Seek out persons experiencing homelessness residing in unsheltered locations including on the street, in encampments, and in other situations not intended for use as a regular sleeping accommodation
3. Conduct regular outreach to engage persons experiencing homelessness who are reluctant to complete a Smart Path assessment
4. Utilize a Housing First philosophy which includes conducting Smart Path assessments of any person experiencing homelessness regardless of any perceived barriers to housing or services
5. Collaborate with homeless service providers and other agencies and individuals, as applicable, to identify locations or individuals with whom to conduct Smart Path assessments and conduct assessments at their sites
6. Enter all completed assessments into the countywide HMIS in a timely manner
7. Assist HSD's Smart Path Referral Specialist and participating agencies in locating persons being referred to a housing program through Smart Path, or who are at-risk of becoming inactive on the Smart Path participation list.
8. Redo participant assessments as applicable and allowed under Smart Path Policies and Procedures
9. Conduct Assessments at times most conducive to reaching persons experiencing homelessness including evenings, early mornings, and weekends.
10. Conduct the separate, confidential assessment process for individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

More specifically, the Smart Path Roaming Assessors will be expected to focus their time in either the southern or northern part of the county, as applicable. The Youth Roaming Assessor will be expected to focus their time outreaching and engaging unaccompanied youth under the age of 25 who are experiencing homelessness throughout the county. The three Assessors are expected to coordinate their outreach and engagement activities to decrease duplication, ensure complete coverage, and meet the specific needs or preferences of the persons being engaged to complete an assessment. While each of the three Assessors has a specific focus area, it is expected that there will be some overlap in the areas and populations that they serve. The Assessors are also expected to conduct assessments at events, such as Project Homeless Connect, that draw a large number of persons experiencing homelessness, regardless of whether the event is within their specific focus area.

The Youth Assessor will be expected to work closely with the Santa Cruz County Youth Homeless Demonstration Project's Youth Advisory Board and other youth and young adults to identify priority locations throughout the county. They will also be expected to have designated hours at the Youth Drop-In Center (site to be designated) and at other related sites.

3.4 Program Specific Qualifications

This RFP is made available to interested non-profit agencies with direct or related experience in operating homeless services programs. Respondents to this RFP are expected to have experience working within the respective focus area of the Roaming Assessor position they are seeking to administer: southern Santa Cruz County, northern Santa Cruz County, or unaccompanied youth under the age of 25. The Assessors must participate in the Smart Path Housing Workgroup and other related meetings as applicable. HSD reserves the right to request verification of 501(c)3 status.

Specifically, the Smart Path Roaming Assessors agencies must have dedicated staff with the following abilities and knowledge:

Abilities:

- Bilingual (English and Spanish)
- Conduct assessments with caring and compassion and in a manner that is culturally responsive and trauma-informed
- Provide services with dignity and respect, regardless of the person's situation, background, or other circumstances
- Maintain participants' confidentiality
- Build rapport with persons experiencing homelessness and especially those who are hard to engage; to help build rapport, the Youth Assessor must be considered a peer by persons under the age of 25
- Create strong working relationships with a multiplicity of different types of agencies and individuals
- Identify when persons have immediate health and safety needs and knowledgeable about existing resources to address these needs
- Accurately enter completed assessments into HMIS within two working days of being completed

Knowledge/Training:

- Knowledge of the Smart Path assessments and the countywide HMIS. Proof or plan of training is required.
- Knowledgeable about where persons experiencing homelessness frequent, and especially those that may not regularly utilize social service agencies; the Assessors must be able to comfortably and safely visit these locations
- Knowledgeable about how to connect persons with available resources such as meals, showers, medical care, government benefits, and employment assistance
- Trained to conduct homeless diversion practices towards resolving persons' housing crises without utilizing homeless assistance

3.5 Funding

The awarded contract(s) period will be October 2018 – June 30, 2019, with possible renewal based on funding availability and satisfactory contractor performance. Funding availability for the nine-month contract period is as follows:

- Smart Path Roaming Assessor Component 1 focused on the southern half of Santa Cruz County: a maximum of \$45,000
- Smart Path Roaming Assessor Component 2 focused on the northern half of Santa Cruz County: a maximum of \$45,000
- Smart Path Youth Outreach Worker Component 3: a maximum of \$45,000

All funding is contingent upon availability of annual funds as approved by the County Board of Supervisors

3.6 Required Narrative (No form provided)

NOTE: A separate narrative and a separate budget must be submitted for each of the Roaming Assessor components that is applied for.

At the top of the narrative, please specify which Roaming Assessor component for which you are applying.

Please provide a written response to each section below. Your response will be reviewed and scored according to these evaluation criteria. All proposals will be reviewed for demonstrated capacity to provide the services/activities sought through this solicitation. Applicants are advised to present concise and well-articulated responses to all areas of the application. Program designs should include all required program services as outlined in this document. Supporting documents, agreements, forms or other evidence may be included separately as attachments to the narrative sections. Responses to the narrative section (or multiple narratives if applying for multiple service components) are limited to 8 typed pages, double-spaced 11-point font.

A. Demonstrated Ability (30 Points)

Review the abilities and skills desired and address the following elements:

1. Describe in detail your agency's previous experience and number of years providing homeless assistance and services, including assessing and understanding the needs of homeless individuals, families, and/or homeless youth.
2. Describe in detail your agency's previous experience with coordinated collaborative efforts to address homelessness with various service providers.
3. Describe your agency's capacity to provide bilingual services in a respectful, culturally responsive, trauma informed manner.
4. Demonstrate your comprehensive knowledge of specific geographic areas where homeless assessment services may be conducted as well as services for basic resources where participants may be referred.

B. Program Design (30 Points)

Review the scope and program design sections and address the following elements:

1. Describe your proposed strategies to identify, locate, and engage persons experiencing homelessness. Identify the specific strategies and resources you will use to facilitate their completion of an assessment.
2. Describe some potential locations or events where Roaming Assessor Services will be provided, and strategies to ensure that the outreach and assessor services to those locations will be successful.
3. Include a one-page operational workflow (not counted as part of the page limit) to demonstrate your proposed program design that clearly illustrates the sequence of the Roaming Assessor activities and steps to connect the people experiencing homelessness to immediate basic resources.

C. Program Progress (15 Points)

1. Describe how you will track and review outputs as well as timeliness of assessments.
2. Describe your agency's capacity to enter completed assessments into HMIS and to generate reports that support program operations and demonstrate program progress.

D. Program Administration and Budget (25 Points)

1. Describe your agency's internal control, oversight capacity, and administrative supports for the Roaming Assessor position, such as flexibility in hours worked, travel budget, information technology support for entering client data in a timely manner.
2. Describe agency capacity to coordinate with partner agencies to promote access to available services for homeless clients.
3. Complete the required budget form (Exhibit C), ensuring that both personnel and non-personnel (materials, travel, etc.) costs are addressed, and provide a brief budget narrative describing how program costs will be addressed.

SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract

It is the County's intent to contract through June 30, 2019 with three (3) optional 1-year extensions.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement

Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall be become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit C – Insurance Requirements and Certificates.

4.16 Default

- a. In addition to its remedies under paragraph 4.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
 1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
 2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 4.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

- a. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent

contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.

b. Principal Test:

Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.

c. Secondary Factors:

(1) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (9) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If Contract provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
 2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
 3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

4.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold County’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County’s Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs (a) through (d) inclusive, in all subcontractor contracts providing services under Contract.

SECTION 5. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz request for proposal #18P2-002.

Executive Summary

1. Bidders Legal Name

Firm Name	
Address	
Telephone	
Website address	

2. PROGRAM NAME: _____

3. Amount of Funding Requested: \$ _____

4. Briefly summarize your proposed program design (**only use space provided below, do not extend to second page of Executive Summary**):

Number of Participants to be served: _____ Cost per Participant: \$ _____

5. Chief Executive Contact

Name of Chief Executive	
Title	
Telephone	
Email	

6. Primary Application Contact

Name of Primary Contact	
Title	
Telephone	
Email	

7. Legal Status Information

Federal Employer Identification (FIN)	
California Taxpayer I.D. No.	

An unsigned proposal will be rejected

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in _____, California, on _____, 2018

SIGNATURE _____ TITLE _____

Printed name of person whose signature appears _____

Respondent shall include with his Proposal:

1. Official RFP Submission Form (If applying for more than one Smart Path Roaming Assessor service component, please reference the separate service components, amounts requested, number of participants and brief executive summary of the program design in the form space provided.)
2. Narrative Description of RFP Service(s), including Operational Workflow (No form provided. One for each service component proposed)
3. A completed program budget (Exhibit C). (One budget form for each service component proposed.)
4. Completed Exhibits A, B, D, and E.

STANDARD DEFINITIONS FOR MINORITY/WOMEN/DISABLED BUSINESS ENTERPRISE FOR THE PURPOSES OF SANTA CRUZ COUNTY CONTRACT COMPLIANCE PROCEDURES SHALL BE AS FOLLOWS:

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and

b. whose management and daily business operations are controlled by one or more such individuals.

2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned by one or more women; and

b. whose management and daily business operations are controlled by one or more women who own it.

3. A **Disabled Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned by one or more disabled persons; and

b. whose management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

**Exhibit B
Customer References**

List and submit with Proposal, tow (2) customer references for whom you have furnished similar services in size and nature. County/Public Agencies are preferred.

1. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

2. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

**Exhibit C
Program Budget**

To be executed by Respondent, one for each service component proposed

PERSONNEL COSTS - SALARIES & BENEFITS (Include FTE)	ANNUAL PROGRAM COST	Budget Narrative (OPTIONAL)
TOTAL PERSONNEL COSTS		
NON-PERSONNEL COSTS	ANNUAL PROGRAM COST	Budget Narrative (OPTIONAL)
Equipment, Maintenance & Technology		
Travel & Training		
Rent & Utilities		
Marketing and Outreach		
Misc. Operating Expenses		
Professional Services		
TOTAL NON-PERSONNEL COSTS		
GRAND TOTAL		

**Exhibit D
Non-Collusion Declaration**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, _____, am the
(Name)

_____ of _____,
(Position/Title) (Company)

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

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

(Date)

Signature of Authorized Representative

Name of Bidder (Firm, Corp., Individual)

Title of Authorized Representative

Exhibit E
COUNTY OF SANTA CRUZ
LIVING WAGE COMPLIANCE STATEMENT – FY 18-19

Only qualified employees covered under the Living Wage Ordinance 2.122 are allowed to work for County contracts and purchase orders. Vendors must familiarize themselves with this ordinance as located at http://www.co.santa-cruz.ca.us Business/vendor registration/Living Wage. Vendors must certify their intent to comply each year and return this completed form to: County of Santa Cruz: General Services Department – 701 Ocean St. Santa Cruz, CA 95060 or by fax: 831-454-2710.

COMPANY NAME: _____

Address: _____
Street City State Zip

Proposed Service: _____ for Department: _____

- 1. Number of company employees: _____ If five or less, skip questions 2-9, sign below and return.
2. Of these employees, are they covered by a collective bargaining agreement? Yes: _____ No: _____

If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

If no above, are your covered employees receiving a pay rate that meets or exceeds the County of Santa Cruz Living Wage requirements (\$16.65/hr. with benefits or \$18.16/hr. without benefits)? Yes: _____ No: _____

- 3. Are medical benefits provided to your covered employees who are assigned to any County contract?
Yes: _____ No: _____

If yes, enter the name and address of the plan or program below.

Name of program, plan or fund Address

- 4. Are your covered full-time employees receiving a minimum of twelve days compensated leave annually (sick and vacation leave combined)? Yes: _____ No: _____
5. Will any subcontractors perform work on this contract? Yes: _____ No: _____
If yes, please complete and submit this form for each subcontractor working on this County Contract.
6. Please list all current contracts and purchase orders for services you have with the County. Use an additional sheet if necessary.

Contract/PO# Dollar Amount Contract/PO# Dollar Amount Contract/PO# Dollar Amount

- 7. Within the last five years, have you had any violations with the National Labor Relations Board, Occupational Safety and Health Agency, California Labor Commission, Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing? Yes: _____ No: _____

If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: _____ No: _____

- 8. For each County contract, you may be required to provide certified payroll records after the contract is completed to include the following information for each employee assigned to the work: employee name, contact phone number, job classification, hire date, employer benefit contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: _____ No: _____

I certify, under penalty of perjury, that the above information is true and correct.

Name (please print) Title Phone Number Fax Number

Signature Date

Email address

Exhibit F
Insurance Requirements

Indemnity

In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the County of Santa Cruz, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respect COUNTY and any insurance or self insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
 - c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross liability clause in favor of COUNTY.
2. Other Insurance Provisions
 - a) As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by COUNTY.
 - b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.

- c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy: "The County of Santa Cruz is hereby added as an additional insured as respects the operations of the named insured."
- d) All the insurance required herein shall contain the following clause: "It is agreed that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of Santa Cruz, Auditor/Controller, 701 Ocean Street, Santa Cruz, CA 95060".
- e) Prospective CONTRACTOR agrees to provide COUNTY at or before the effective date of any award resulting from this Request for Proposal with a certificate of insurance of the coverage required.
- f) If any insurance policy of Contractor required by these Contract Documents includes language conditioning the insurer's legal obligation to defend or indemnify the County of Santa Cruz on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the County of Santa Cruz as a named insured. Notwithstanding the foregoing, both the Contractor and its insurers agree that by naming County of Santa Cruz as a named insured, the County of Santa Cruz may at its sole discretion, but is not obligated to, perform any act required by the named insured under said insurance policies.
- g) Prospective CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to County or any additional insured.
- h) All required insurance policies shall be endorsed to contain the following clause: "This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
Attention: General Services Department
701 Ocean Street, Room 330
Santa Cruz, CA 95060

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at time of submittal of Request for Proposals, proof of the insurances stated herein, which will be incorporated in the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your Proposal with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your Proposal would be increased due to the cost of this insurance. Finally please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at 831-454-2246.

EXHIBIT G
Protests and Appeals Procedures

1. Protests to the General Services Director

Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after notification of the recommendation of award.

2. Decision of the General Services Director

The General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to \$100,000), then the General Services Director's decision shall be final.

The General Services Director shall discuss with County Counsel all protests prior to issuing a written decision.

3. Protests and Appeals to the Board of Supervisors

(a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.

(b) Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved may protest a bid to the Board of Supervisors.

4. Time Limits for Filing Protests and Appeals to the Board of Supervisors

Protests and appeals to the Board of Supervisors must be filed no later than ten days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

5. Content of Protest and Appeal; Stay of Award

Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:

- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.

In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.

6. Protest and Appeal Procedure

- (a) **Hearing Date.** A hearing before the Board shall be scheduled within thirty days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- (b) **Notice and Public Hearing.** The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten days before the scheduled hearing date.
- (c) **Hearing.** At the hearing, the Board shall review the record of the process or decision and hear oral explanations from the protestor and any other interested party.
- (d) **Decision and Notice.** After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five working days after the date of the decision, and to any other party requesting such notice.
- (e) **A decision by the Board shall become final on the date the decision is announced to the public.**