



# CONTRA COSTA COUNTY

## Comprehensive Domestic Violence Support Services REQUEST FOR PROPOSALS (RFP) 1177

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The Contra Costa County Employment and Human Services Department (EHSD) is pleased to announce Request for Proposal (RFP) 1177 for the Comprehensive Domestic Violence Support Services Program. Domestic violence services are an integral part of the California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) Program, and are designed to identify and assist CalWORKs recipients and applicants who are past or present victims of domestic violence, obtain employment and become self-sufficient.

Program funding is for the period of July 1, 2021 through June 30, 2022. Funding is estimated for up to \$317,125. The County has the ability to award the successful Bidder(s) a 12-month contract with the possibility of contract renewal and/or contract extension based upon satisfactory performance and available funding.

***Please read this entire packet carefully.***

Final proposals will be due by 5:00 p.m. on Wednesday March 31, 2021

Call the Employment and Human Services Department, Contracts Unit at (925) 608-4969 with any questions about the process for this RFP.

Thank you in advance for your effort in preparing your response.



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## **Contra Costa County**

# **REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES**

### **SECTION 1: LEGAL NOTICE**

#### **REQUEST FOR PROPOSAL 1177**

#### **DOMESTIC VIOLENCE SUPPORT SERVICES**

The Contra Costa County Employment and Human Services Department (EHSD) announces the issuance of Request for Proposal (RFP) 1177, making available up to \$317,125 to private, nonprofit entities to deliver (12) months of comprehensive countywide domestic violence support services to include technical assistance, assessment, case management and outreach services for EHSD and its clients. Selected Bidders will be expected to enter into a twelve (12) month standard purchase of service contract with Contra Costa County, with renewal for two (2) subsequent years, depending on contract performance and funding availability.

Bidders' Proposals are due by 5:00 p.m., Wednesday, March 31, 2021, without exception. For complete RFP details and submission requirements, a copy of the RFP is available on the EHSD website: [www.ehsc.org/rfps](http://www.ehsc.org/rfps) or by calling (925) 608-4969.



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## SECTION 2: RFP 1177 TIMELINE

<u>Event/Location</u>	<u>Date</u>
RFP Published in Newspaper	Thursday, February 25, 2021 - Saturday, February 27, 2021
RFP Published online at website	Thursday, February 25, 2021
Response to RFP Due	By 5:00 P.M. Wednesday, March 31, 2021
EHSD Contracts Compliance Evaluation	April 1, 2021 – April 7, 2021
EHSD Fiscal Evaluation	April 8, 2021 – April 12, 2021
WFS Panel Review and Evaluation	April 13, 2021 – May 3, 2021
Award Letter Sent	Tuesday, May 4, 2021
Appeal Period (10 business days)	May 4 – May 19, 2021
Contract Negotiations	May 4, 2021 – May 31, 2021
Board of Supervisors' Authorization	June 2021
Contract Start Date	Thursday, July 1, 2021

All dates are subject to change as deemed in the best interest of EHSD.

Contact (RFP Process only): EHSD Contracts Unit  
Contact Phone: (925) 608-4969 Contact Fax: (925) 313-1517  
Contact Email: contract\_bid@ehsd.cccounty.us



**SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION**

**3.1 Solicitation**

The purpose of this Request for Proposal (RFP) is to identify and fund one or more qualified private non-profit entity(s) that has an interest in delivering Comprehensive Domestic Violence Support Services for the Workforce Services Bureau countywide.

The EHSD Workforce Services Bureau administers a variety of programs and services for CalWORKs.

EHSD provides countywide comprehensive domestic violence and support services as an integral part of the California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) Program. Domestic violence services are designed to identify CalWORKs/WTW recipients and applicants who are past or present victims of domestic violence and provide assistance to address the effects of domestic violence in the family with the final goal of obtaining employment and becoming self-sufficient.

**3.2 Qualified Bidders**

Eligible Bidders are non-profit agencies which on their own, or in formalized partnership with other non-profit organizations, have adequate controls and personnel to provide comprehensive domestic violence support services as defined in Sections 4 and 5. Qualified Bidders must demonstrate:

- A capacity for collaboration and interagency coordination.
- Attest to their qualifications on Form #2, Statement of Qualifications (see Section 9. REQUIRED FORMS).

**3.3 Estimated Funding**

EHSD has designated approximately \$317,125 for twelve (12) months to fund comprehensive domestic violence services. Funding will come from federal sources that may place varied data collection and reporting requirements on the provision of services.

Contract(s) resulting from this RFP may potentially be renewable for Fiscal Year (FY) 2022/2023 at the discretion of EHSD.

Funding levels are dependent upon California State Legislation and the approval of the County's allocation of funds.



### 3.4 Questions

Program questions should be submitted to: [npowers@ehsd.cccounty.us](mailto:npowers@ehsd.cccounty.us) with the subject line titled "RFP 1177 Question." Questions regarding the RFP process itself should be addressed to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us). **All questions submitted prior to March 10, 2021 will be answered and posted at the RFP website by March 15, 2021 under RFP 1177.** Please check the "Q and A" document before submitting your proposal to view all questions and answers regarding this matter.

### 3.5 Ex Parte Communication

EHSD will enforce the prohibition on *ex-parte* communication during this RFP process. The *ex-parte* communication restricts RFP Bidders from contacting members of the Workforce Services Bureau to provide information regarding this RFP to any Bidder.

### 3.6 Right to Amend or Cancel

EHSD reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. EHSD also reserves the right to modify the RFP process and timeline as is deemed necessary. This RFP does not commit EHSD to accept any proposal, nor is EHSD responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

EHSD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award contracts in whole or in part as is deemed to be in the best interest of EHSD. EHSD may amend this RFP, if needed, to make changes or corrections to specifications or provide additional data. EHSD may extend the RFP submission date, if necessary, to allow Bidders adequate time to consider additional information and submit required data.

With respect to this RFP, the County reserves the right to reject any, some, or all bids and proposals. The County reserves the right to negotiate separately in any manner to serve the best interest of the County. All proposals become property of the County, without obligation to any Bidder, and will not be returned.

### 3.7 Restriction and Disclosure

Any information deemed confidential or proprietary by the Bidder must be clearly marked and identified by the Bidder as such and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality.



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only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that EHSD is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

EHSD will not notify Bidder of requests for release of information or that EHSD released data unless EHSD receives a request for information previously marked and identified by the Bidder as confidential or proprietary. If EHSD receives a request for release of such previously marked and identified confidential or proprietary information, EHSD will notify Bidder of such request to allow Bidder to challenge such request consistent with applicable law.



**SECTION 4: PROGRAM DESCRIPTION**

**4.1 Background and General Information**

The EHSD Workforce Services Bureau administers a variety of programs and services for CalWORKs recipients, which includes all elements of the Welfare-to-Work program required by state law: orientation, appraisal, job readiness services, assessment, Welfare-to-Work plans, work activities (including mental health, substance abuse and domestic violence services), community service and supportive services, such as childcare and transportation. The Welfare-to-Work (WTW) Program is a comprehensive Employment and Training Program designed to promote self-sufficiency. CalWORKs recipients are assessed to determine the best course of action, whether it is immediate placement into a job, placement into an education or training program, or both.

The intent of the CalWORKs WTW Program is to provide employment and training to the majority of adult recipients. Unless exempt, all adult recipients are required to participate in at least a minimum average of 20 hours per week in core WTW Program activities. A WTW Plan is developed by EHSD staff and the participant, that specifies the program activities in which a participant shall engage and the services that will be provided to the participant, and structured to include domestic violence services whenever necessary. In cases where WTW program compliance would make it more difficult for victims of abuse to escape domestic violence or be unfairly penalized, a determination of good cause will be made and certain CalWORKs WTW program requirements are waived.

**4.2 Scope of Work and Program Design**

The Contra Costa County Employment and Human Services Department (EHSD), composed of approximately 1,500 staff members in offices throughout Contra Costa County, seeks to implement countywide best-practice domestic violence (DV) services. Services will be provided directly in Central (Pleasant Hill), East (Antioch and Brentwood) and West (Hercules and Richmond) Contra Costa County EHSD offices. EHSD seeks to promote safety and self-sufficiency for families by comprehensively addressing domestic violence issues affecting county residents.

EHSD expects selected Bidder(s) to closely coordinate, interface and tailor activities to meet the specialized needs of the Workforce Services (WFS) Bureau and their CalWORKs clients. This requires the capacity to gather statistics and information for program assessment, and ability to serve a diverse client base. Selected Bidders will be expected to have the capacity to provide culturally sensitive and language specific DV services to our non-English and Limited English Proficient population of Southeast Asian and Spanish speaking clients, as well the broader population. Selected Bidders will also be expected to collaborate with the WFS Bureau and other community-based organizations as part of an overall effort to increase the availability of quality domestic violence services and resources for county residents.





EHSD CalWORKs staff will determine eligibility for all participants enrolled in programs described in this RFP. Participants are referred to individual and group assessments with EHSD staff to determine education, work history, skill level and aptitudes, resulting in a Welfare-to-Work Employment Plan to obtain unsubsidized employment. EHSD CalWORKs staff will also provide case management services for eligible participants, including payments for supportive services needed to participate in program activities. Examples of supportive services are childcare and transportation. EHSD CalWORKs WFS Bureau staff will be solely responsible for participant referrals to programs under this RFP.

#### **4.3 Individuals Served**

The CalWORKs WTW population consists of approximately 1,867 clients, of which 7% are of Hispanic origin, 7% Samoan, 3% Pacific Islanders, 6% Russians, 4% Tongan and 3% Vietnamese. In the past program year, July 2020 through June 2021, approximately one third of WTW clients participated in domestic violence services.

All CalWORKs applicants and recipients must be informed verbally and in writing of the availability of services designed to assist individuals to identify, escape or stop future domestic abuse, as well as deal with the effects of domestic abuse. CalWORKs applicants and recipients are initially screened for a domestic violence service referral by EHSD CalWORKs staff, and encouraged to voluntarily and confidentially disclose abuse at any time during their involvement in the CalWORKs Program. In consultation with WFS Bureau staff, DV contractors will be expected to make recommendations for WTW program participation "J-waivers" based enrollment in domestic violence services.

#### **4.4 Funding**

EHSD has designated approximately \$317,125 for 12 months to fund comprehensive DV services. Funding will come from federal, state (e.g. CalWORKs) and county sources that may place varied data collection and reporting requirements on the provision of services.

Agencies may apply for all, or a portion of the funds available, and are encouraged to design a creative program, taking into account geographical, logistical, and language considerations. The CalWORKs program, as the major funding source of these services, will require selected Bidders to meet the diverse needs of the Welfare-to-Work eligible population in compliance with CalWORKs WTW Program requirements and timelines.

The Employment and Human Services Department will fund one or more qualified proposals under this RFP solicitation. All awards are subject to funding availability. Final contract amounts are subject to contract negotiations. State and federal funding levels are uncertain and subject to change. Contracts may be canceled in accordance



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with Contra Costa County contract policy.

EHSD will award a subaward standard contract(s) to selected organization(s). Total subaward amount will not exceed \$317,125 which will be billable monthly, in arrears. The contract will be for 12 months. Federal funds are passed through the California Department of Community Services and Development, and are identified as follows:

Federal Award Identification Number (FAIN) is: 1901CATANF  
Subaward Period of Performance: 7/1/2021 to 6/30/2022  
Catalog of Federal Domestic Assistance Number (CFDA) is: 93.558  
Program Title: Temporary Assistance for Needy Families  
Agency: Department of Health and Human Services  
Office: Administration for Children and Families

### **Legal Authorities – Program Requirements, Standards and Guidance**

All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:

1. The Single Audit Act, 31 U.S.C. §7301 et seq. and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 2 CFR 200, and 45 CFR Part 75.
2. Title IV-A of the Social Security Act, Title IV of PRWORA of 1996, as amended (8 U.S.C. 1611 et seq.), and the TANF regulations at 45 CFR Parts 260 to 284.
3. 2 CFR Part 376 -Nonprocurement, Debarment and Suspension;
4. 45 CFR Part 16-Procedures of the Departmental Grant Appeals Board;
5. 45 CFR Part 80 - Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
6. 45 CFR Part 81 – Practice and Procedures for Hearings under Part 80 of this Title;
7. 45 CFR Part 82 - Government wide Requirements for Drug-Free Workplace (Financial Assistance);
8. 45 CFR Part 84- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;



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9. 45 CFR Part 86- Nondiscrimination on the Basis of Sex in Education Programs and Activities
10. Receiving or Benefiting from Federal Financial Assistance;
11. 45 CFR Part 91 -Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
12. 45 CFR Part 92 -Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments;
13. 45 CFR Part 93 -New Restrictions on Lobbying;
14. 45 CFR Part 95 - General Administration -Grants Programs (Public Assistance, Medical Assistance and State Children's Health Insurance Programs.

#### **4.5 Subrecipient Monitoring**

If Contractor further passes through federal funds of this subaward, Contractor shall make case-by-case determinations whether each agreement it makes for the disbursement casts the party receiving the funds in the role of a subrecipient or a Contractor.

1. Contractor must include information required by 2 Code of Federal Regulations (CFR) §200.331 (Requirements for pass through entities) in each subrecipient's contract.
2. Contractor must monitor its subrecipients consistent with the requirements outlined in the Federal rules and applicable sections of the CFR including 2 CFR §200 (Uniform Guidance).
3. Contractor must evaluate each subrecipient's risk of noncompliance to determine the appropriate fiscal monitoring level, monitor the fiscal activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of 2 CFR §200.
4. Contractor must retain documentation to prove that determinations and monitoring were conducted during the contract term. EHSD, as a pass-through entity, may request those documents during fiscal monitoring.



**SECTION 5: DOMESTIC VIOLENCE SERVICES**

All services should follow best-practice models for domestic violence services.

**5.1 Technical Assistance to Staff**

1. Provide domestic violence resource information to clients seeking services.
2. Consult with EHSD staff regarding recommendations for WTW program participation waivers, referred to as J-waivers for DV clients.
3. Provide up to twelve (12) training sessions for EHSD staff throughout the duration of this Contract in-person or virtually as COVID restriction permit.

Training sessions will be coordinated between EHSD and Contractor to determine each training session's duration, date/time and attending staff.

**5.2 Direct Services to Clients**

1. Act as an on-site liaison to provide comprehensive, strength-based DV assessments, including safety assessments and CalWORKs waiver eligibility for EHSD CalWORKs clients and their children on an individual referral basis. It is anticipated that there will be a liaison assigned full-time to each of the major district offices with some hours spent at our Sand Creek satellite office (Brentwood).
2. Provide intervention services to CalWORKs adults and their children.
3. Coordinate DV workshop presentations and consultations for CalWORKs clients with WFS Bureau staff.
4. Develop a plan and provide follow-up support to clients with active monitoring and reporting of client progress in meeting counseling goals.
5. Engage clients in educational support groups related to the emerging needs of case-managed clients on topics such as self-esteem, DV dynamics, boundaries and limit-setting, assertiveness training, and other relevant topics.



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6. Make recommendations for WTW clients to be referred to substance abuse or mental health treatment, as needed.
7. Provide culturally appropriate services for all participants and population groups.
8. Outreach to develop community awareness.

#### **5.3 Coordination with the Workforce Services Bureau**

1. Evaluate whether waivers and/or linkage to services prove beneficial to participants, through a combination of qualitative and quantitative evaluators, such as indicators of stability whereby the client is able to fully meet program requirements. This may require the Contractor to collect and report data on CalWORKs program participants and others who disclose domestic violence.
2. Offer computerized data collection and tracking of services to provide a basis for cost reimbursement.
3. Systematically document client participation in DV treatment activities.
4. Generate concise written reports upon request.

#### **5.4 Domestic Violence Program Outcomes**

1. Provide a detailed monthly report on CalWORKs client outcomes, number of referrals, and number of client family consultations.



## SECTION 6: REQUIRED PROPOSAL FORMAT

The Bidder requirements in this section are mandatory. The proposal must clearly demonstrate the Bidder's ability to provide the requested services. The RFP provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the Bidder's responsibilities, and the documents that must be included. Failure to comply with the required proposal format may deem a proposal as nonresponsive. Contra Costa County reserves the right to waive any non-material variation.

### 6.1 General Submittal Requirements

1. **Electronic Submission** – Bidders must send an email to [Contract\\_bid@ehsd.cccounty.us](mailto:Contract_bid@ehsd.cccounty.us) with the Subject: RFP 1177 Bidder Request for OneDrive Link. In the body of the email, indicate the Bidder's agency name, address, phone number, and email address. You will receive an email response within 24 hours of receipt. **Be sure to allow enough time to receive the instructions and meet the submission deadline of Wednesday, March 31, 2021 by 5:00 pm.**
2. All Bidders must submit **one (1) original** proposal package electronically with original signatures (in blue ink) no later than 5:00 p.m. on Wednesday, March 31, 2021.
3. Any proposal received after the deadline will be rejected. Postmarks and faxed submissions are not acceptable.
4. Submit one (1) copy of the organization's most recent audited financial statements. Such statements shall be the most recent and complete audit or audited financial statement available for a fiscal period not more than 12 months old at the time of submission. If not available, a review or compilation of the financial statements prepared by a Certified Public Accountant (CPA) must be submitted in lieu of audited financial statements if the latter is not available. A copy of the latest filed tax return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.
5. If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, a copy the organization's most recent Single Audit must be submitted. If awarded a contract, Bidders may be required to have audited financial statements during the period of performance.



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6. Proposals and required attachments must be submitted as specified and must be signed by officials authorized to bind the Bidder to the provisions of the RFP.
7. Proposals may be withdrawn by written request of the authorized signatory on the proposer's letterhead at any time prior to the scheduled deadline for receipt of proposals. The requestor must provide appropriate identification and sign a receipt attesting to his/her withdrawal of the proposal.
8. Proposals will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFP. Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist. Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.
9. All costs of proposal preparation shall be borne by the Bidder. EHSD shall not be liable for any pre-contractual expenses incurred by Bidders in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

#### 6.2 Formatting Requirements

1. All narrative materials are to be single-spaced on 8 1/2" X 11" paper, single-sided print with no less than 1" margins on each side of paper, and using no less than 12-point font.
2. The total proposal should not exceed 25 pages excluding cover statement, table of contents, program budget, budget narrative, required fiscal attachments and addendums.
3. Proposals should be without expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the proposal. Information on evaluation criteria and weight factors are included in this RFP packet.
4. Proposal pages must be numbered consecutively with each section identified by an appropriate number.

#### 6.3 Required Documents

1. Forms #1-5 (attached to this RFP) are to be fully completed and attached in the order indicated on the Proposal Checklist shown in Section 9. Electronic copies



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of the required forms will be provided to all those requesting access to One Drive as described above.

2. All information in the proposal package must be presented in the order outlined in the Proposal Checklist and numbered sequentially (excluding the Fiscal Attachments). Refer to Section 9, Proposal Checklist.

## 6.4 Proposal Outline

### **Proposal Cover Statement** (Form #1)

This must be the first page of the proposal. The Proposal Cover Statement with original signatures of the Bidder's Board of Directors' President and Executive Director must be attached to the original proposal and must precede the narrative.

### **Table of Contents**

The Proposal Checklist may serve as the Table of Contents with the addition of proposal page numbers. The Proposal Checklist is included as Section 9 of this RFP. The Proposal Checklist identifies all narratives and forms that must be submitted with the proposal. This sequence must be followed in assembling the completed proposal.

### **Proposal Narrative** (maximum of 8 pages)

Maximum of 8 pages excluding Proposal Cover Statement, Table of Contents, Budget and Financial Information.

1. Please provide information as below. Your responses should be specific, complete, and concise.
  - a. Program Location
    - i. Location of administrative office, including agency name and address.
    - ii. Location where proposed services will take place, including address.
2. Program Design
  - a. Program Name
  - b. Program Design





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- i. Describe in detail the services that you intend to provide and your delivery system. Address each program component as described in Section 5 of the RFP.
- ii. Describe the strategies that will be used to assist participants to reach the desired performance outcomes listed in Section 5 of the RFP.
- iii. Describe how culturally appropriate services will be provided.
- iv. Describe how services will be delivered on a countywide basis.
- v. Describe strategies and processes you will use to assure that services are culturally sensitive and tailored to EHSD client populations.

#### 3. Staffing

Specify all staff positions to be associated with the program, as proposed. Indicate staff experience with methodologies used. Specify the percent of each position's time that will be devoted to the program and include job descriptions and qualifications (in the RFP Response Package) outlining the functions and responsibilities for each position. Include an organizational chart of the agency.

#### 4. Participant Tracking Systems

- a. Describe the system that you will use to track and document participant activities and report required data elements and outcomes accurately.
- b. Describe how performance will be determined and documented.

#### 5. Agency Background

- a. Agency Experience:
  - i. Describe agency's experience in providing services to the targeted population and include all relevant aspects of your agency's service history that demonstrate capacity to provide the proposed service.



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- b. Agency Management:
  - i. Give a general description of fiscal capabilities and organizational structure including a brief description of the accounting system. Agencies recommended for funding will be required to provide a signed statement from a certified public accountant attesting to their ability to manage federal funds.
- c. Fiscal and Management Plan:
  - i. Provide specific narrative descriptions of your fiscal management plan. This section is intended to ensure that agencies seeking funds have systems in place to handle the required accounting and paperwork.
  - ii. Financial Reports: Describe internal financial reports and frequency.
  - iii. Accounting System: Briefly describe the accounting system of the agency. Describe the cost allocation methodology used by your agency to apportion costs to multiple funding sources, include the type and description of accounting records and books of entry. For information on regulations, please refer to Office of Management and Budget (OMB) Circular A-87: Cost Principles and Guidelines.
  - iv. Indirect Costs: Provide an approved Indirect Cost Rate in accordance with Federal Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations, for the contract year, when claiming indirect or administrative costs up to 12% of the award.
  - v. Fund Distribution: State the percentage of funding provided to the Program by the funds provided in this RFP.
  - vi. Leverage of Funds: If this funding will be used to leverage additional funding, name the source of leveraged funds and any match requirements.
  - vii. Program Management: Indicate self-evaluation and internal monitoring system reports and frequency, including the mechanism to take appropriate corrective action.



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### **D. PROGRAM BUDGET INFORMATION**

1. Program Budget
  - a. Complete a line-item budget for the program, showing all costs, using the required budget template. (Form #4)
  - b. Indicate how additional services might be implemented if additional funds become available.
2. Program Budget Narrative
  - a. Each budget cost item must be detailed in the narrative section and should reflect the basis for the computations.
  - b. Describe budget rationale and calculations. Every item must be completed, if applicable. Minimal narrative requirements are described below:
    - i. Administration/Salaries/Benefits - Include supervisors, directors, clerical support staff, and administrative staff with no service delivery responsibility.
    - ii. Program Staff - Include all staff involved in service delivery. Indicate titles, rate of pay, time allotted to program and full-time equivalents (FTE's). Indicate experience level of staff.
    - iii. Payroll Fringe Benefits – Report estimated costs of benefits, vacations, sick leave and training days on the line-item budget. A narrative should list staff by title, FTEs, pay rate and amount of time allocated. Include this information for each staff title by type (FICA, SUI, FUTA, Workers' Compensation, leave and health and other insurance), applicable rates or basis.
3. Operations
  - a. Occupancy:
    - i. Describe all applicable factors (e.g. rent/leases) and basis for allocation cost to program.
  - b. Utilities:



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- i. Describe all applicable factors and basis for allocating cost to program.
- c. Telephone, Postage, Insurance, Equipment:
  - i. List by type, justification of cost and basis for allocating cost to program.
- d. Printing/Photocopying:
  - i. List costs by type and describe justification of cost and basis for allocating cost to program.
- e. Materials:
  - i. List by type and describe justification of cost.
- f. Travel:
  - i. Describe type, justification, and basis of cost. Include service delivery, administration mileage and transportation costs for clients.

#### **E. AGENCY EXHIBIT PACKET**

- 1. One copy of an Agency Exhibit Packet will be required. The Agency Exhibit Packet is not included in the page count and must include:
  - a. **Organizational chart.** The Bidder must demonstrate that they have the administrative and fiscal capabilities to manage contracted funds effectively.
  - b. **Job descriptions/qualifications** for each of the proposed job classifications. The proposal must demonstrate that staff has adequate and appropriate background and experience.
  - c. Agency **Personnel Policy**, including agency holiday and vacation policies.
  - d. **Agency audited financial report or financial statement** to verify fiscal integrity. The Bidder must submit one copy of their latest completed agency audit report or audited financial statement and the accompanying management letter from their auditor, including any finding(s) and corrective action taken addressing the finding(s).



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### REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

- e. **Cost allocation plan.** The Bidder must demonstrate their method of dispersing costs across various funding sources and programs.
- f. **List of current and former Contracts** that demonstrate their ability to perform the services solicited for the target population described herein. Reference information is to include:
  - i. Company/Agency name
  - ii. Contact person (name and title); contact person is to be someone directly involved with the services
  - iii. Complete street address
  - iv. Telephone number
  - v. Type of business
  - vi. Dates of service
- g. EHSD may contact some or all of the references provided. EHSD also reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

#### **F. GENERAL PROPOSAL CONDITIONS**

- 1. All contract awards are contingent upon appropriate state and federal funding. Actual funding allocations may be reduced, and the agencies selected through this RFP may be required to reduce program expenditures accordingly.
- 2. EHSD reserves the right to not fund any proposal submitted and may cancel this RFP process at any time.
- 3. EHSD reserves the right to fund proposals fully or in part if it is in the best interest of the County.
- 4. If no more than one proposal is received in response to this solicitation, EHSD reserves the right to classify this procurement as a failed competition, and either reissue the RFP or enter into a sole source agreement with the sole respondent.



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5. Only actual costs charged solely to this program may be included in the proposal budget summary. This funding covers only cost associated with providing program services.
6. The proposal must contain accurate and complete information as requested in this RFP. EHSD reserves the right to disqualify any proposal that contains inaccurate information.
7. EHSD reserves the right to withdraw a contract-funding award if it is determined that the award was based on false information provided by the Bidder. EHSD shall not be liable for any expenses incurred by the Bidder in the preparation of the proposal. The proposals shall not include any such expenses as part of the line-item budget.
8. Proposals will be reviewed as initially submitted. Except as requested by EHSD no changes, additions, or re-submissions will be accepted after the initial deadline for submission.
9. All proposals and all materials submitted with proposals will become the property of EHSD and will not be returned. EHSD also reserves the right to solicit additional information from any responding agency after the proposals have been received, including requests of on-site interviews, to reject any and all proposals, and to make an award in the best interest of the County.
10. Proposals will become a matter of public record and subject to the Public Records Act after awards are made.
11. Proposals submitted in response to this solicitation are not legally binding documents. A contract for services approved in the proposal and resulting contract negotiations becomes legally binding after both parties have signed the document. EHSD has the right to reject proposals that do not conform to program goals and objectives, and may request redesign after submission. Incomplete proposals will be disqualified.

#### **Cultural Sensitivity**

Indicate how proposed programs will address issues of cultural diversity. Describe strategies and processes you will use to assure that services are culturally sensitive and relevant to families of diverse backgrounds, including delivery of services in the family's primary language.

#### **Statement of Qualifications** (Form #2)

Complete Form #2, Statement of Qualifications.



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# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

### Fiscal Management Narrative (1 page, plus Form #4)

Provide a brief description of the lead agency's accounting system and internal controls. Include the following as appropriate:

1. Overall system (accrual, double-entry, automated or manual)
2. Timekeeping system
3. Inventory system
4. Payroll system
5. Cost allocation plan and methodology
6. Ledger system for receivables, payables, expenses, disbursements, petty cash

Explain how the agency's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and fiscal staff in fiscal management. Describe experience and qualifications of fiscal staff.

1. Complete and attach Form #3, Board of Directors.

Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies in the **"Fiscal Attachments" section** referenced in the Proposal Checklist.

Describe how efforts will be made to expend funds during the contract period.

Submit one (1) copy of the agency's most recent audit including any applicable corrective action plans, in the **"Fiscal Attachments" section** referenced in the Proposal Checklist.

A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of an audit/audited financial statements if the latter are not available. A copy of the latest filed tax return must be submitted if a review or compilation is not available. Bidders who currently do not have audited financial statements must provide a certified letter stating that a financial statement audit will be performed during the period of performance should the Bidder be awarded the contract.

Submit one (1) copy of current Agency Operating Budget with revenues and expenses indicated.

### Program Budget and Budget Narrative

Complete a line-item budget for programs under this RFP, showing all costs (Form #4, Program Budget Template).



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# **REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES**

Program Budget Narrative (see Instructions for Completing Budget attached to Form #4, Program Budget).

Each budget cost item must be detailed in the narrative section and should reflect the basis for the computations. Every item must be completed, if applicable. Minimal narrative requirements are described in the Instructions for Completing Budget attached to Form #4, Program Budget.





**SECTION 7: EVALUATION PROCESS AND CONTRACT AWARD**

**7.1 Evaluation Process**

All proposals complete three (3) stages of evaluation: Compliance Review, Fiscal Review, and Bureau Committee Review. Proposals will be stored in a designated secure location to insure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP.

**7.2 Compliance Review**

Compliance Review is a Pass/Fail evaluation.

Contracts Unit staff will review submitted proposals for completeness and technical compliance with the terms and conditions of the RFP. All proposals should adhere to the required format and, in order to be competitive, should include all of the requested information, all sections awarding points, completed forms, and attachments. Proposals that do not follow the Required Proposal Format found in Section 6 will be determined nonresponsive and will not be considered for contract award/funding.

The Employment and Human Services Department staff will review and score all proposals received for the following minimum qualifications:

- a. Recent financial audit or audited financial statement attached to original proposal
- b. The proposal was submitted by the closing time and date.
- c. The proposal includes all of the required forms and information requested in RFP.
- d. The agency meets federal, state, and local CalWORKs WTW guidelines.

Minor irregularities in submissions may be waived. All proposals deemed responsive will be referred to EHSD fiscal staff.

**7.3 Fiscal Review**

Proposals that pass the Compliance Review, as referenced in Section 6 above, will be submitted for review by EHSD Fiscal Staff. Proposals must pass a fiscal review, if not; it will be eliminated from further review.



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Proposals that do not provide the required audit or financial statements as outlined in Section 6, Required Proposal Format, will be determined nonresponsive and will not be considered for funding.

Points will be awarded based on the agency's demonstration of:

- Agency solvency;
- Adequate agency accounting systems and internal controls;
- Ability to administer financial system(s); and
- Compliance with budget specifications.

EHSD Fiscal will review the required audit or audited financial statement included with each proposal. The audit or audited financial statement must be the most recent and complete available. The original proposal with financial statements will be forwarded to the EHSD Fiscal Department for review and evaluation.

EHSD reserves the right to reject any proposal submitted. EHSD will remove any excess pages from proposals exceeding the stated limits before the proposals are distributed for further evaluation.

### 7.4 Bureau Committee Review

RFP Proposals that successfully complete the Contracts Compliance Review (referenced in 7.2 above) and the Fiscal Review (referenced in 7.3 above) will be submitted for Bureau Committee Review. The RFP Bureau Review Committee will review all proposals then evaluate and score all service and budget elements per the Scoring Methodology/Rating Sheet and service delivery requirements included in this RFP.

EHSD and the RFP Bureau Review Committee may make on-site visits and use other information available before making final recommendations.

The Bureau Review Committee may be comprised of Employment and Human Services Department Staff, community-based organizations staff, private for-profit corporation staff and/or public sector representatives. Members of the Bureau Review Committee will be required to sign an impartiality statement.

### 7.5 Scoring Methodology

Program elements will be weighted as follows with a maximum score of 100 points using the following criteria guidelines. **Proposals that do not attain an average of 70 points from the Bureau Review Committee are unlikely to be eligible for further consideration for funding.**



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### A. QUALITY OF DV PROGRAM DESIGN - 40 POINTS

1. Describes a realistic plan for providing a best practice service delivery model that targets individual growth and development and reflects a thorough understanding of the dynamics of domestic/family violence.
2. Describes the program design and services to be provided.
3. Capacity to serve Limited English Proficient individuals with bilingual/multilingual staff and materials.
4. Demonstrates that participants will have access to services described in the proposal.
5. Describes specific linkages with related agencies, particularly those providing services to outlying areas of the county.
6. Demonstrates effectiveness in successfully providing the services requested in this RFP, or similar services, and past proven performance working effectively with CalWORKs participants or similar populations.
7. Describes culturally appropriate services including accommodation for language and/or cultural differences related to life skills and employment situations.
8. Describes specific plans to complement, strengthen and streamline existing services, thereby making DV services more effective and widely available.
9. Bonus consideration will be given to those Bidders for leveraging resources and other additional services to CalWORKs DV clients.

### B. FINANCIAL/ORGANIZATIONAL STRENGTHS - 25 POINTS

1. Clearly outlines the organizational structure.
2. Provides all required information, including staff, operational, and other costs in the required budget format.



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3. Provides a complete and accurate budget, with appropriate justification demonstrated in the budget detail.
4. Provides a reasonable administrative cost proposal.
5. Demonstrates that the agency has the overall organizational capacity and effectiveness to operate the program.

#### C. PLANNED PERFORMANCE OUTCOMES - 20 POINTS

1. Describes effective methods to ensure desired outcomes and track participant data.
2. Demonstrates past experience in meeting performance measures and assuring accountability.
3. Describes a plan for collecting customer satisfaction data and making improvements based on that data.
4. Demonstrates past experience in gathering and reporting data in a timely manner.

#### D. COORDINATION AND LINKAGES - 15 POINTS

1. Establishes coordination with the EHSD Workforce Services Bureau and other community resources within Contra Costa County or nearby counties.
2. Demonstrates the ability and describes a method to link with other public and private resources.

## 7.6 Appeals Process

Each Bidder submitting a proposal to this RFP shall have an opportunity to appeal the funding decision of EHSD. **Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.**

All Bidders will receive a written and emailed notice from EHSD informing them of the funding decisions. If a Bidder wishes to appeal the selection or award decision, the Bidder must submit a written or emailed appeal request to **EHSD Director, 40 Douglas Drive, Martinez, CA 94553** or [kgallagher@ehsd.cccounty.us](mailto:kgallagher@ehsd.cccounty.us) within ten (10) business days of the postmarked date of the written letter of award status. Appeals must be received by



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the Director before 5:00 p.m. on the last possible day to submit. The appeal will be conducted in accordance with the EHSD process.

All written letters of appeal must state the following:

- The issue(s) appealed
- How the alleged issue detrimentally effects the appellant
- The rectification sought by the appellant

An appeal will only be considered valid if there has been a violation of one of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or EHSD procurement guidelines have been violated.

An appeal would not be allowed:

- To contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.

Notification of a final decision on an appeal shall be made in writing to the Bidder.

Appeals unresolved by the initial appeal process may be pursued with the Contra Costa County Board of Supervisors.

#### **7.7 Contract Award and Negotiations**

Successful Bidders will be expected to promptly enter into contract negotiation with EHSD. This may result in mutually agreed upon changes in plans or activities identified in the proposal. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFP.

Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of any contract.

Selected contractor(s) will be responsible for all services offered in their RFP proposal, whether or not contractor(s) perform them directly or through subcontractors in multiple agency collaboration.

EHSD will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.



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Contracts from this RFP will be for a twelve-month period (July 1, 2021 through June 30, 2022) with satisfactory first-year performance as a condition of any future contract renewal for up to two (2) additional years for a total of no more than three (3) years, depending upon funding availability.

The contracting person or agency must state that there is agreement to support implementation of the County's alcohol/drug abuse prevention/treatment policies related to the reporting of child abuse, and to comply with EHSD in monitoring and evaluation procedures.

#### **7.8 Contract Terms and Litigation Warranty**

EHSD will negotiate contract agreements with the successful Bidder(s). The contract term will be July 1, 2021 through June 30, 2022.

Bidders, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidders on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to EHSD in the proposal. Disclosure will not automatically disqualify the Bidders; however, EHSD reserves the right to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of EHSD.



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# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## SECTION 8: CONTRACT REQUIREMENTS

### 8.1 County Contract Requirements

#### A. FISCAL PROVISIONS/AGENCY AUDIT AND SUPPORTING DOCUMENTATION

1. The successful bidder funded to deliver services described in this RFP must comply with the following regulations governing the use of federal and state funds:
  - a. Office of Management and Budget (OMB) Circular A-87: Cost Principles and Guidelines.
  - b. OMB Circular A-133: Audit Requirements.
  - c. State Department of Social Services Manual Section 23-600: Contract Awards and Negotiations.
  - d. OMB Circular A-122: Cost Principles - applicable to their particular organization.

Information regarding OMB Circulars is available on the web at:

[http:// www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)

2. If a consortium of agencies is submitting a proposal, the lead agency must be responsible for overseeing and monitoring its partners. The lead agency will be solely responsible for the contract and contract performance.
3. All equipment requests will be evaluated for their necessity and reasonableness in carrying out the program. All equipment requests must explain in detail how the equipment will be used in the performance of services.
4. Budgets submitted in response to the RFP will be negotiated on a line item basis. Line items will be examined for reasonableness and necessity in providing services.
5. Fiscal monitoring will be performed on all contracts for those amounts claimed as costs to the contract.



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6. Cost reports shall be fully supported by accounting documentation. Salary and benefit costs allocated to this program shall be supported by detailed time sheets.

The grantee must maintain adequate payroll documentation (detailed time sheets sometimes called "functional time sheets") to support compensation paid to bona fide employees. Reimbursement of salary and benefit costs must be based on actual time spent on the program, not on the program budget or "projected" expenses. Federal funds may only be expended for the purpose of which they were awarded. Compliance with all federal and state accounting regulations (such as OMB A-122 for non-profit entities) is required.

7. An approved Indirect Cost Rate will be provided by the contractor within 30 days of the execution of the contract, in accordance with Federal Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations, for the contract year, when claiming indirect and/or administrative costs under the contract.
8. Food items are not allowable - including employee coffee, treats for participants, open houses and other refreshments. Paper goods such as plates and napkins are also not allowable. In addition, contractor employees can only be reimbursed for travel expenses and meals while traveling outside the boundaries of Contra Costa County.

#### **B. TYPE OF CONTRACT**

Contracts will be cost reimbursable with monthly billing required. Contractor is required to provide detailed line-item budgets on forms provided in Section 9 of this RFP. All costs reported on monthly and final cost statements shall be supported by appropriate accounting documentation. The documentation shall establish that EHSD is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this contract.

#### **C. COMPLIANCE WITH APPLICABLE REGULATIONS**

This RFP has been developed consistent with applicable County, State and Federal statutes, regulations, and published guidelines and policies. In addition, the processing and contracting of this RFP is in compliance with Chapter 23-600 of the California Department of Social Services' Manual for Management and Office Procedures.





**D. DISCRIMINATION AND CONFIDENTIALITY**

**1. Discrimination:**

- a. A Contractor awarded funds under this RFP shall not discriminate against any employee or applicant for employment because of race, sex, age (over 40), religion, national origin, color, ethnicity, disability (mental or physical), political affiliation, sexual orientation, marital status, medical condition, or the conditions of Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC). This includes, but is not limited to the following: employment, upgrading or promotion, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or form of compensation, and selection for training, including apprenticeship. The Contractor shall not, in connection with the employment, advancement, or discharge of employees, discriminate against them because of their age, except upon the basis of a bona fide occupational requirement or retirement plan, or statutory regulation.

**2. Confidentiality:**

- a. Contractor shall use any CalWORKs client information provided by EHSD or by the client, only for the purpose of administering Domestic Violence services. The improper use or disclosure of confidential case information for any other purpose is a misdemeanor under California Welfare & Institutions Code Section 10850. Contractor shall inform all of their employees of the requirements concerning Confidentiality in the handling of client information. EHSD may take further steps to ensure the Contractor's awareness of the provisions of California Welfare and Institutions Code Section 10850, and may require that the Contractor have employees sign an acknowledgment of their understanding of said statute and its provisions.
- b. A Contractor awarded funds under this RFP will maintain all information gathered pertaining to the CalWORKS Domestic Violence Services program in a secure environment in order to ensure the participant's right to confidentiality, and the Contractor will not release such information to any Third Party who is not directly responsible for management of the participant's CalWORKs WTW activities, without the prior written consent of the participant.



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### **E. CONTRACTOR RESPONSIBILITIES**

1. Agencies awarded contracts to provide services will be responsible for the following:
  - a. Providing and training qualified staff to plan and administer the program
  - b. Providing specified services to eligible participants.
  - c. Maintaining required paperwork associated with CalWORKs WTW domestic violence services.
  - d. Coordinating with EHSD staff to ensure that required performance reports and fiscal claims are submitted in their entirety and on time.
  - e. Implementing a strategy for effective program evaluation and continuous improvement.

### **F. MONITORING, REPORTING AND RECORD KEEPING**

#### **1. Monitoring:**

County, state, or federal staff may conduct routine monitoring of all programs.

Representatives of the Employment and Human Services Department, the State of California, Department of Health and Human Services or contractors of these units of government, and others who have a direct concern in administration of this funding may visit the contractor selected for this program at any time. All agency records must be available for inspection. All areas of the project will be subject to examination, which may include, but not be limited to, inspection of participants' case files, attendance records, and financial and bookkeeping records. Participants may be interviewed to verify eligibility, ensure required procedures are being followed, and to ensure provision of adequate services as prescribed by contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of agencies partnering with the contractor to ensure provision of agreed-upon services. In the event that contract requirements are not met, de-obligation of contract may be considered after all other corrective action fails to improve grantee's compliance with contract requirements or performance goals.



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## **2. Reporting:**

Contractor shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by EHSD and will coordinate with the EHSD designated staff. Contractor will ensure that fiscal claims are submitted in entirety and the manner prescribed by the EHSD Fiscal Officer. Contractor shall receive reimbursement for costs by submitting monthly cost statements together with a request for payment by the tenth day of the following month.

a. Grantees will be required to provide the following reports:

- i. Fiscal Reports including monthly expenditure reports developed by EHSD, including a line item cost report based on actual expenditures.
- ii. Monthly Status Reports (MSR) as developed by EHSD is required.

At a minimum, grantees will be required to submit the following information:

- (a) Number of participants referred and enrolled
- (b) Participation status and schedule of each participant enrolled
- (c) Participants who completed the program
- (d) Financial and performance closeout reports at the end of the contract to reconcile statistical and financial information

## **3. Record Keeping:**

Contractor will be expected to maintain complete up-to-date and accurate records and management controls. Individual case files shall be maintained on each funded participant, and will include, but not be limited to, comprehensive assessment documentation, progress and participation in activities, comprehensive case notes, referrals made, services received from other providers, and information on the performance outcomes stated in this RFP.

- a. Contractor will be expected to maintain complete fiscal and accounting records including, but not limited to, backup



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documentation to the contract budget, demonstration of acceptable accounting methods to disburse costs.

#### **G. ADDITIONAL REQUIREMENTS**

1. Contractors must comply with standard County Contract General Conditions included in this RFP, Section 10 Appendices General Conditions.
2. Contractors may have to satisfy additional insurance requirements prior to Contract effective date. No contractor will be reimbursed for service until insurance requirements are met.
3. The County will not enter into an agreement with any corporations or limited liability corporations not in good standing with the California Secretary of State. Organizations that have been sanctioned because of non-compliance with Single Audit Act requirements for managing grant funds will be eligible to apply, however, they will not be eligible to receive any funding, if awarded under the RFP process until their sanction is removed.



**SECTION 9: PROPOSAL CHECKLIST**

Each Bidder must electronically submit one (1) original proposal package with attachments included, unless otherwise noted on the Proposal Checklist.

*Proposals must be presented in the order outlined in the Proposal Checklist and numbered sequentially (excluding the Fiscal Attachments).*

- ☐ **Proposal Cover Statement** (Form #1).
- ☐ **Table of Contents.**
- ☐ **Program Narrative**, including Agency Overview, Agency's Experience, Program Proposal, Program Implementation and Oversight, and Cultural Sensitivity.
- ☐ **Statement of Qualifications** (Form #2 with original signatures must accompany original proposal), completed and signed by Agency Executive Director and President of Agency Board of Directors.
- ☐ **Fiscal Management Narrative** (include Form #3, Board of Directors).
- ☐ **Program Budget and Budget Narrative** (include Form #4, Program Budget).
- ☐ **Contracts and Grants** (Form #5)
- ☐ **Agency Exhibit Packet**
- ☐ **Fiscal Attachments**
  - a. 1 copy of bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy.
  - b. 1 copy of bidder's last audit or audited financial statement attached to original proposal copy.
- ☐ **Other Relevant Attachments**

**Addendums**

- ☐ **Organizational Chart.**
- ☐ **Job Descriptions and/or Resumes of Executive Director and key program and fiscal staff.**

**More Fiscal Attachments**

- ☐ 1 copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).
- ☐ 1 copy of bidder's manual of fiscal procedures and policies, if available, attached to proposal (reference Section 6.4).



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- ☐ 1 copy of bidder's last audited financial statement attached to original proposal copy. (Reference Section 6.1 for alternate submission requirements if audited financial statements are not available).
- ☐ 1 copy of current Agency Budget with revenues and expenses indicated.



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## SECTION 9: REQUIRED FORMS

*All forms must be completed and attached to submitted proposals*

	<u>Form #</u>	<u>Form Title</u>
9.1	#1	Proposal Cover Statement
9.2	#2	Statement of Qualifications
9.3	#3	Board of Directors
9.4	#4	Program Budget
9.5	#5	Contracts and Grants



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### 9.1 FORM #1: Proposal Cover Statement

#### 9.1 FORM #1: Proposal Cover Statement

This form must accompany the proposal package when submitted. Only one copy with original signatures is required.

<b>PROPOSAL COVER STATEMENT – RFP 1177</b>	
<b>BIDDER ORGANIZATION NAME</b>	
<b>ADDRESS</b>	<b>Bidder Phone</b>
	<b>Bidder Fax</b>
	<b>Web Address</b>
<b>CONTACT PERSON</b>	<b>Contact Phone</b>
	<b>Contact E-mail</b>
	<b>Contact Fax</b>
<b>ADDRESS OF PROGRAM (if different than above)</b>	
<b>PROGRAM TITLE and SERVICE CATEGORY (circle one)</b>  Comprehensive Respite Services	
<b>COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)</b>	
<b>AMOUNT OF FUNDING REQUEST</b> TOTAL AMOUNT REQUESTED \$ _____	
<b>FEDERAL EMPLOYER NUMBER</b>	<b>501(C)(3) EXEMPTION</b> _____
<b>AGENCY PRIOR YEAR NET OPERATING BUDGET</b> \$ _____	
<b>AUTHORIZATION</b> <i>We submit the attached response to the Notice of Request for Proposal No. 1177 dated _____ 2021 and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.</i>	
<b>AUTHORIZED REPRESENTATIVES: (two signatures required)</b>	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____





9.2 FORM #2: Statement of Qualifications

9.2 FORM #2: Statement of Qualifications

1. List any licenses or certifications held by the agency, with expiration dates.
2. a) Who administers the agency's fiscal system?  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Title: \_\_\_\_\_  
Work Schedule: \_\_\_\_\_  
b) What CPA firm prepares the agency's annual audit?  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address \_\_\_\_\_
3. Number of years' bidder operated under the present business name. List related prior business names, if any and timeframe for each.
4. Number of years' bidder has provided the services described in this proposal or related services.
5. Has bidder failed or refused to complete any contract? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, briefly explain.
6. Is there any past, present or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, briefly explain.
7. Does bidder have a controlling interest in any other firm(s)? Yes \_\_\_\_\_ No \_\_\_\_\_
8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, specify below.
9. Supply names, addresses and phone numbers of two references, one each in the areas of financial/administrative management and social service delivery to substantiate experience and qualifications.



**Contra Costa County**

**REQUEST FOR PROPOSALS (RFP) 1177  
Comprehensive Violence Support Services**

**9.2 FORM #2: Statement of Qualifications**

**FORM #2, Continued**

Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of bidder's qualifications to perform proposed services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title (Executive Director)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title (Board President)

**Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.**



9.3 FORM #3: Board of Directors

9.3 FORM #3: Board of Directors

1. Number of Board members required by agency's bylaws: \_\_\_\_\_
2. Number of members on current Board: \_\_\_\_\_
3. When and how often does the Board meet: \_\_\_\_\_
4. List current Board members below (or attach Board List in this format):

Member Name	Address	Occupation/ Affiliation	Board Position	# Years on Board

5. Describe key roles and responsibilities of the Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Contra Costa County**

**REQUEST FOR PROPOSALS (RFP) 1177  
COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES**

**9.4 FORM #4: Program Budget**

**9.4 FORM #4: Program Budget**



## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

### General Instructions

#### General Instructions

##### Budget Detail Worksheet for **Cost Reimbursement** Budgets

**Purpose:** The Budget Detail Worksheet is provided for your use in preparation of the budget and budget narrative. All required information (including the brief budget narrative) must be provided. Any category not applicable to your budget may be left blank. Indicate any **IN KIND (match)** amount in the appropriate category, if applicable. Respondents are required to assign a monetary value to in-kind/cash match and indicate it in the appropriate in-kind/cash match section.

**Record Retention:** Contractors must retain all documents pertaining to this contract for **five years** from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractors must make those records available to authorized representatives of the County, the State of California, and the United States Government.  
source: (General Conditions, Contra Costa County Standard Form L-5)



## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

Identifier

Please complete all fields that apply

Requested	Please Provide
Original Request for Proposal/ Request for Information Number (if available)	
Prior Year Contract Number (if applicable)	
Legal Entity Name	
Doing Business As (DBA)	
Contact Name	
Contact Phone Number	
Alternative Phone Number	
Contact Email Address	

Identifier

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## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

#### Budget Summary (Cost Reimbursement)

This Worksheet is locked.  
Information provided in tabs A through J will be summarized below.

Legal Entity Name:

Doing Business As (DBA):

Contact Name:

Contact Email:

Contact Phone Number:

Budget Category	Cost Reimbursement Amount	In-Kind Amounts	Total
A. Personnel			
B. Fringe Benefits			
C. Travel			
D. Furniture and Equipment			
E. Supplies			
F. Facilities/Infrastructure costs			
G. Consultants/Contracts			
H. Participant Costs			
I. Other			
<b>TOTAL PROJECT COSTS:</b>			

Budget Summary

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**REQUEST FOR PROPOSALS (RFP) 1177  
COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES**

## 9.4 FORM #4: Program Budget

**ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES**

**Contract:**

A&B. Personnel & Fringe Benefit

A. Personnel - List each position by title of employee. Manually enter the annual salary, the percentage of time to be allocated to the project, and Cost. If you need to add lines, please do so in the middle of the table so that the formula will stay intact.

For example, an Executive Director making \$80,000 a year could allocate 80% (Percentage of time) of her/his annual salary (\$80,000), and budget \$48,000. (Use decimals as the percentage of time, for example, 60.00 percent should be shown as 0.60).

## PERSONNEL

Position	Annual Salary (manual entry)	Percentage of Time (manual entry)	Cost (manual entry)
Example: Executive Director	80,000	0.80	\$ 48,000.00
Add Personnel			
<b>TOTAL:</b>			<b>\$ -</b>

**B. Fringe Benefits –** Fringe benefit's RATE. This RATE is used for budgeting purposes only. Actual reimbursement must be based on actual costs incurred or an approved rate negotiated with the Federal Agency. Briefly explain what is included in the rate.

## FRINGE BENEFITS

Base (from Total Personnel)	Rate (percentage)	Total (system calculates)
\$		\$
<b>TOTAL:</b>		<b>\$</b>

### PERSONNEL & FRINGE BENEFITS NARRATIVE

\_\_\_\_\_





# Contra Costa County

## REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

### 9.4 FORM #4: Program Budget

#### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:  
A&B. Personnel & Fringe Benefit

#### PERSONNEL (IN-KIND)

Position	Annual Salary (manual entry)	Percentage of Time (manual entry)	Cost (manual entry)
Add Personnel			
IN-KIND TOTAL:			\$ -

#### FRINGE BENEFITS (IN-KIND)

Base (from Total Personnel)	Rate (manual entry)	Total (system calculates)
\$ -		\$ -
IN-KIND TOTAL:		\$ -

#### PERSONNEL & FRINGE BENEFITS NARRATIVE (IN-KIND)

--

TOTAL PERSONNEL:	\$ -
TOTAL FRINGE BENEFITS:	\$ -



## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

C. Travel

C. Travel – Itemize travel expenses of staff personnel by purpose (e.g., travel to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Include the destination and lodging in the narrative. If you need to add lines, please do so in the middle of the table so that the formula will apply correctly.

#### Local Travel (no lodging and no airfare)

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

#### Non-Local Travel

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-Local Travel TOTAL:			\$ -

#### TRAVEL NARRATIVE

--

#### TRAVEL (IN-KIND)

##### Local Travel (no lodging and no airfare)

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

##### Non-Local Travel

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-Local Travel TOTAL:			\$ -

#### TRAVEL NARRATIVE (IN-KIND)

--

TOTAL TRAVEL COSTS: \$ -

C. Travel

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## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

D. Furniture and Equipment

**D. Furniture and Equipment**— List items that will be purchased for the organization. Purchase of equipment and furniture may be subject to additional approval. EHSD's acceptance of budgeted items does not indicate the approval of that purchase.

Explain how the equipment and furniture is necessary for the success of the project, and describe the procurement method to be used. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

FURNITURE AND EQUIPMENT	Computation		
	Quantity	Cost per Item	Total Cost
Item			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL:			\$ -

### FURNITURE AND EQUIPMENT NARRATIVE

--

FURNITURE AND EQUIPMENT (IN-KIND)	Computation		
	Quantity	Cost per Item	Total Cost
Item			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
IN-KIND TOTAL:			\$ -

### FURNITURE AND EQUIPMENT NARRATIVE (IN-KIND)

--

FURNITURE AND EQUIPMENT TOTAL: \$ -
-------------------------------------

D. Furniture and Equipment

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## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

E. Supplies

**E. Supplies** – List items by type (office supplies, postage, training materials, copying paper, computer supplies and consumable items. Generally, supplies include any materials that are consumed during the course of the project. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

SUPPLIES NARRATIVE Item	Computation		
	Quantity	Cost per Item	Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL:			\$ -

### SUPPLIES NARRATIVE

--

SUPPLIES (IN-KIND) Item	Computation		
	Quantity	Cost per Item	Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
IN-KIND TOTAL:			\$ -

### SUPPLIES NARRATIVE (IN-KIND)

--

SUPPLIES TOTAL: \$ -

E. Supplies

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## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

#### F. Facilities Infrastructure

**F. Facilities/Infrastructure Costs** - General costs to run the program, including space rental, facilities maintenance, utilities, phones, general consumable materials and supplies, internet and other costs related to supporting and maintaining organizational infrastructure. Professional services purchased from vendors for facilities and infrastructure costs are included in this category.

Your narrative must include approximate space utilized for this program. Invoicing must be based on actual usage of the space.

If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

#### FACILITIES/INFRASTRUCTURE COSTS

Description	Monthly Cost	Number of Months	Total Cost
			\$ -
			\$ -
			\$ -
Add FACILITIES/INFRASTRUCTURE COSTS			\$ -
TOTAL:			\$ -

#### FACILITIES/INFRASTRUCTURE COSTS NARRATIVE

--

#### FACILITIES/INFRASTRUCTURE COSTS (IN-KIND)

Description	Monthly Cost	Number of Months	Total Cost
			\$ -
			\$ -
			\$ -
Add FACILITIES/INFRASTRUCTURE COSTS			\$ -
IN-KIND TOTAL:			\$ -

#### FACILITIES/INFRASTRUCTURE COSTS NARRATIVE (IN-KIND)

--

FACILITIES AND INFRASTRUCTURE TOTAL:	\$ -
--------------------------------------	------

F. Facilities Infrastructure

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# Contra Costa County

## REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

### 9.4 FORM #4: Program Budget

#### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

G. Consultants Contracts

##### G. Consultants/Contracts -

**G1. Consultant Fees:** For each consultant enter the position, service to be provided, basis (hourly or daily fee (8-hour day)), and estimated time on the project. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

CONSULTANT FEES		Computation			
Position (Title)	Service Provided	Fee	Basis (text)	Quantity (cannot be blank)	Cost
Example: Evaluator	Mental Health Evaluations	\$200.00	hour	500	\$ 100,000.00
					\$ -
					\$ -
					\$ -
Add CONSULTANT FEES					\$ -
TOTAL:					\$ -

##### CONSULTANT FEES NARRATIVE

--

CONSULTANT FEES (IN-KIND)		Computation			
Position (Title)	Service Provided	Fee	Basis	Quantity	Cost
					\$ -
					\$ -
					\$ -
					\$ -
Add CONSULTANT FEES					\$ -
IN-KIND TOTAL:					\$ -

##### CONSULTANT FEES NARRATIVE (IN-KIND)

scroll

--

TOTAL CONSULTANT FEES: \$ -



## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

G. Consultants\_Contracts

**C2. Consultant Expenses** - List all expenses to be paid to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners,

#### CONSULTANT EXPENSES

##### Local Travel (no lodging and no airfare)

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

##### Non-Local Travel

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-local Travel TOTAL:			\$ -

#### CONSULTANT EXPENSES NARRATIVE

--

##### Local Travel (no lodging and no airfare) - IN-KIND

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

##### Non-Local Travel - IN-KIND

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-local Travel TOTAL:			\$ -

#### CONSULTANT EXPENSES (IN-KIND)

--

TOTAL TRAVEL EXPENSES FOR CONSULTANTS: 30

G. Consultants\_Contracts

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## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

G. Consultants\_Contracts

G3. Contracts - Provide a description of the product or service to be procured by contract and an estimate of the cost.

#### CONTRACTS

Item	Cost
TOTAL: \$ -	

#### CONTRACTS NARRATIVE

--

#### CONTRACTS (IN KIND)

Item	Cost
IN-KIND TOTAL: \$ -	

#### CONTRACTS NARRATIVE (IN-KIND)

--

CONTRACTS TOTAL: \$ -

CONSULTANTS/CONTRACTS TOTAL: \$ -
IN-KIND CONSULTANTS/CONTRACTS TOTAL: \$ -

G. Consultants\_Contracts

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## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

H. Participant Costs

**H. Participant Costs and/or Direct Costs**— Examples of costs directly related to the program are: subsidized wages, supportive services (i.e. bus passes, day care costs, enrollment fees), participant payments (i.e. stipends, incentives), participant supplies (i.e. items/equipment consumable by participants or which become their personal property), tools or clothing related to employment or training, and participant tuition and fees incurred to achieve program objectives. If you need to add lines, please do so in the middle of the table so that the formula will stay intact.

#### PARTICIPANT COSTS

Item	Cost

TOTAL: \$ -

#### PARTICIPANT COSTS NARRATIVE

--

#### PARTICIPANT COSTS (IN-KIND)

Item	Cost

IN-KIND TOTAL: \$

#### PARTICIPANT COSTS NARRATIVE (IN-KIND)

--

PARTICIPANT COSTS TOTAL: \$ -

H. Participant Costs

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## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

I. Other

I. **Other Costs** - Costs that do not belong to the other listed categories should be included here. Indirect costs should be listed here. Only allowable costs under the subaward should be listed. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

#### OTHER COSTS

Description	Cost
Add OTHER COSTS	
<b>TOTAL:</b>	\$ -

#### OTHER COSTS NARRATIVE

--

#### OTHER COSTS (IN-KIND)

Description	Cost
Add OTHER COSTS	
<b>IN-KIND TOTAL:</b>	\$ -

#### OTHER COSTS NARRATIVE (IN-KIND)

--

<b>OTHER COSTS TOTAL:</b>	\$ -
---------------------------	------

I. Other

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## Contra Costa County

# REQUEST FOR PROPOSALS (RFP) 1177 COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES

## 9.4 FORM #4: Program Budget

### ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

Data Validation

Audit Check - This Table pulls numbers from the Budget Summary and Linked Tabs

	From Budget Summary	From Tabs	Difference
Personnel	0.00	0.00	0.00
Fringe Benefits	0.00	0.00	0.00
Travel	0.00	0.00	0.00
Furniture and Equipment	0.00	0.00	0.00
Supplies	0.00	0.00	0.00
Facilities and Infrastructure	0.00	0.00	0.00
Consultants/Contracts	0.00	0.00	0.00
Participant Costs	0.00	0.00	0.00
Other	0.00	0.00	0.00
	0.00	0.00	0.00

Should be zero

Data Validation

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**Contra Costa County**

**REQUEST FOR PROPOSALS (RFP) 1177  
COMPREHENSIVE DOMESTIC VIOLENCE SUPPORT SERVICES**

**FORM #5**

**CONTRACTS AND GRANTS**

1. List current contracts and subcontracts including government contracts and/or grants:

Contact Name/Phone #  
of Contractor/Grantor

Services Provided  
Under Contract

Contract  
Dates

2. List key contracts/grants completed in the last five years, including government contracts/grants:

3. Bidder agrees to allow County to contact contractors for information relative to bidder's performance. **Sign below.**

\_\_\_\_\_  
Name and Title  
(Executive Director or Board President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
(Executive Director or Board President)

\_\_\_\_\_  
Date

**NOTE: WHEN MORE THAN ONE AGENCY WILL COLLABORATE IN PROVIDING SERVICES(S), EACH AGENCY INVOLVED MUST COMPLETE THIS FORM.**



## SECTION 10: APPENDIX

### 10.1 Electronic Submission

Bidders must send an email to [Contract\\_bid@ehsd.cccounty.us](mailto:Contract_bid@ehsd.cccounty.us) with the Subject: RFP 1177 Bidder Request for OneDrive Link. In the body of the email, indicate the Bidder's agency name, address, phone number, and email address. You will receive an email response within 24 hours of receipt. **Be sure to allow enough time to receive the instructions and meet the submission deadline of Wednesday, March 31, 2021 at 5:00 pm.**

All Bidders must submit **one (1) original** proposal package electronically with original signatures (in blue ink) no later than 5:00 p.m. on Wednesday, March 31, 2021.

### 10.2 GENERAL CONDITIONS

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.



- b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.



- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
  - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
  - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written



determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

**10. Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

**11. Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

**12. No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

**13. Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

**14. Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right





to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.



18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned



insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
  - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
  - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or



hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established



and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

**27. Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

**28. Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

**29. No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.