

CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
ADMINISTRATIVE SUPPORT SERVICES BUREAU

REQUEST FOR QUALIFICATIONS (RFQ) #1000
Organizational Development Support

*******Updated and republished April 30, 2024*******

The Contra Costa County Employment and Human Services Department (EHSD) Administrative Support Services Bureau (ASSB) is pleased to announce a request for statements of qualifications from responders for the purpose of establishing a Qualified Vendors List to provide services to support continuous organizational development and improvement. Those added to the Qualified Vendor List will be identified through this Request for Qualifications (RFQ) process and only vendors on this list will be deemed qualified to provide the services described in this document. The Qualified Vendor List will be effective from July 1, 2024 to June 30, 2029.

This RFQ is a process by which EHSD solicits information from Responders who may be selected to enter into a contract with EHSD for the provision of the services described in this document.

Please read this entire packet carefully
before creating or submitting any response.

*******NEW SUBMISSION DATE*******

RFQ submissions must be submitted by
by 12:00 pm (noon) on May 15, 2024

Questions about RFQ 1000 or the County's procurement process must be submitted in writing to contractbid@ehsd.cccounty.us Questions will be accepted through
April 4, 2024.

All comments and inquiries received will be posted publicly along with the response on
April 30, 2024 at: <https://ehsd.org/overview/contracting-opportunities/>

Questions and answers from RFQ Bidders Conference will be be posted publicly no later than **May 9, 2024** at: <https://ehsd.org/overview/contracting-opportunities/>

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

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CONTRACT AWARD

The County intends to offer a Contract to all responders deemed qualified to provide the services described in this RFQ. A Contract signed by duly authorized representatives of both the Contractor and the County does not guarantee the County will utilize any maximum or minimum number of services from the Contractor, and the County has sole discretion to not utilize any service from the Contractor. An executed Contract with a Responder will result in the Vendor's inclusion on the Qualified Vendors List maintained by the EHSD for the purpose of identifying contractors to provide the County with services related to organizational development supports.

CORRESPONDENCE

As of the issuance of this RFQ, responders are specifically directed not to contact any County personnel for meetings, conferences, technical discussions related to this RFQ, or for any written endorsement or support to be included as part of a submitted response. Failure to adhere to this policy may result in disqualification of the responder's response from further consideration.

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SECTION 1: LEGAL NOTICE

REQUEST FOR QUALIFICATIONS (RFQ) # 1000

ADMINISTRATIVE SUPPORT SERVICES BUREAU

ORGANIZATIONAL DEVELOPMENT SUPPORT

The Contra Costa County Employment and Human Services Department (EHSD), Administrative Support Services Bureau (ASSB) is pleased to announce a request for statements of qualifications from responders for the purpose of establishing a Qualified Vendors List to provide services to support continuous organizational development and improvement for EHSD. This RFQ process will result in a Qualified Vendor List and only vendors on this list will be deemed qualified to provide the services described in this document. The Qualified Vendor List will be effective from July 1, 2024 to June 30, 2029.

Submissions in response to RFQ # 1000 are due on

May 15, 2024, 12:00 PM (noon) PST

without exception.

For complete RFQ details, submission requirements, and a copy of the RFQ, visit the EHSD website at: <https://ehsd.org/overview/contracting-opportunities/>

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SECTION 2: TIMELINE

(Updated on 4-30-24)

RFQ Published & Announced	March 15, 2024
Questions about RFQ due to EHSD (e-mail)	April 4, 2024
Bidders' Conference **This is the rescheduled date**	Wednesday, May 1, 2024 1:00 pm to 3:00 pm
Questions and Answers Responses Posted	April 30, 2024 and May 9, 2024
Proposal Submission Due	By 12 noon May 15, 2024
EHSD Review Process [Review team consists of EHSD senior management]	May 15, 2024 – May 29, 2024
Notification of Results	By June 5, 2024
Contract Negotiations	June 5 – June 20, 2024
Date of first Work Order Request (WOR)	June 20, 2024

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

Contact (RFQ Process only): EHSD Contracts Unit
Contact Phone: (925) 608-4969
Contact Email: contractbid@ehsd.cccounty.us

Submit questions about this RFQ to contractbid@ehsd.cccounty.us with “RFQ #1000” in the subject line by April 4, 2024. Responses to questions will be posted on EHSD website under “RFQ #1000” no later than May 9, 2024.

**Interested parties are invited to attend the recommended
Bidders' Conference scheduled for**

**Date: May 1, 2024
Time: 1:00 pm**

Those interested in attending the virtual Bidders' Conference must register at the following website address: <https://attendee.gotowebinar.com/register/2110672437439357274>
After registering, you will receive a confirmation email containing information about joining the webinar.

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SECTION 3: RFQ STATEMENT OF WORK

3.1 Introduction

The Contra Costa County Employment and Human Services Department (EHSD) seeks to perform in a manner that leads the department to continuous excellence in the achievement of the Department's vision, mission, and core values.

Vision: Contra Costa County will continue to be a thriving community where all individuals and families can be healthy, safe, secure, and self-sufficient.

Mission: EHSD partners with the community to deliver quality services to ensure access to resources that support, protect, and empower individuals and families to achieve self-sufficiency.

Values:

- **Deliver exceptional customer service:** We are customer driven, responsive, and respectful. We stand for dignity for all, working to ensure everyone reaches their full potential.
- **Openly Communication:** We are transparent, honest, respectful, and assume positive intent in all communications. We actively listen to our customers, responding to their feedback, questions, and needs.
- **Embrace Change:** We embrace change as an opportunity to improve and provide excellent services to our customers and deepen our partnerships with community providers. We look to innovation and technology as an important avenue for change and strive to remain curious and strategic in all we do.
- **Practice Ethical Behavior:** We value integrity and honesty in all our interactions. We hold ourselves accountable for exemplary work by all.
- **Respect Diversity:** We honor individual differences, value inclusion, and equity for all.

3.2 Synonymous Terms

As used throughout this RFQ, the following terms are synonymous:

- A. Supplier, Vendor, Contractor, Successful Responder

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- B. Contract, Master Agreement
- C. Services, Work, Scope, and Project
- D. Proposer, Responder, Bidder, Organization
- E. The “County” and “Contra Costa County Employment and Human Services Department” are referred to as EHSD.

3.3 Employment and Human Services Department

EHSD administers the following programs on behalf of the Board of Supervisors. EHSD values the contributions of all staff and community partners as the department builds brighter futures together across the lifespan.

- **Community Services:** childcare centers, childcare assistance, community action, housing, and energy assistance
- **Children & Family Services:** child welfare, foster care, adoptions
- **Workforce Services:** CalWORKs, CalFresh, Medi-Cal, refugee services, navigators
- **Workforce Development:** Workforce Innovation & Opportunity (WIOA) programs
- **Aging & Adult Services:** Adult Protective Services, Area Agency on Aging, General Assistance, In-Home Supportive Services, Indigent Interment and Public Administrator

These programs are supported by the following administrative functions:

- Board of Supervisors and County Administrator relations
- Fiscal
- Contracting
- Purchasing
- Information Technology
- Facilities management
- Program Integrity
- Data management and reporting
- Community Relations and Media
- Policy and legislative engagement
- Personnel
- Staff Development
- Safety and emergency management

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The Department's FY23/24 budget is \$636,411,295 and includes 1,937.5 Board approved Full Time Equivalents (FTE).

See attached organizational chart as Attachment A

3.4 Purpose and Scope of Services of RFQ

Purpose

The purpose of this RFQ is to establish a list of qualified agencies and/or individuals to assist EHSD to achieve continuous organizational development and improvement. Respondents may submit a proposal for one (1) or more service areas. Separate response submissions are required for each service area for which the respondent is interested. In each area, services will include a) assessment of need, b) development and execution of plans to meet the need, c) evaluation of success, d) closure and e) at least one example of similar prior work. These areas are listed alphabetically and are of equal importance.

- A. Advancement of Diversity, Equity, Inclusion, Belonging, and Justice
- B. Change Management
- C. Executive Recruitment
- D. Grant Writing
- E. Individualized Executive and Management Coaching
- F. Staff Morale/Engagement Assessments and Improvement
- G. Standard Operating Procedures Review, Revision, Maintenance
- H. Strategic Planning
- I. Team Building

Scope of Services

Proposals for each service area should also include the following.

- A. Résumés
- B. Fee schedule
- C. Three (3) references for similar work
- D. Other useful information

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3.5 Bidders' Conference

To attend the Bidders' Conference, please register at the following website address:

<https://attendee.gotowebinar.com/register/2110672437439357274>

After registering, you will receive a confirmation email containing information about joining the webinar.

Please have a copy of the RFQ with you when joining the webinar. All attendees will be in listen mode only.

You can register at any time. Upon the registration approval, you can test our system in advance. You will need a sound enabled PC to hear the discussion. All questions will be entered via the keyboard.

If you have problems logging in, please contact the support page at www.gotowebinar.com

If you have not used a GoToMeeting or GoToWebinar before, access a 4 ½ minute YouTube video that can help guide you.

<https://www.youtube.com/watch?v=IQ3Xwwgbd8Y&t=5s>

Remember to use your computer audio for access during the webinar.

Questions formulated prior to the Bidders' Conference should be submitted to contractbid@ehsd.cccounty.us and will be answered at the Bidders' Conference. All questions and answers submitted prior to and at the Bidders' Conference will be posted on the ehds.org website. **No programmatic questions will be responded to after the close of the Bidders' Conference.**

3.4 Ex Parte Communication

The County will enforce the prohibition on ex-parte communication during this RFQ process. The ex-parte communication restricts RFQ Bidders from contacting County staff, except as specified and expressly authorized under the terms of this RFQ. During the period from the issuance of this RFQ and the award of the contract to a successful applicant(s), contact regarding the specific subject of this RFQ between potential or actual applicant(s) and County staff is restricted under the terms of this section. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents, or contractors involved in or connected with this RFQ process.

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3.5 Right to Amend or Cancel

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

The County reserves the right to reject any or all Qualification submissions, to accept or reject any or all items in the submission and to award contracts in whole or in part as is deemed to be in the best interest of the County.

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

Qualifications will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act. Qualifications 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.).

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

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SECTION 4: CONTRACT AND WORK ORDER REQUESTS

Each qualified Responder to this RFQ that executes a Contract with the County will be added to a Qualified Vendors List, EHSD will be responsible for administering and monitoring all activities related to the Contract and, upon the execution of a Contract, a Vendor will be considered a County Contractor. Execution of this Contract identifies a Contractor as qualified to provide EHSD organizational development support as described in this RFQ and deems the Contractor eligible to compete for opportunities to provide EHSD with organizational development services. All Vendors in a Contract with the County will be part of a Qualified Vendors List that will be effective from July 1, 2024, through June 30, 2029.

Once EHSD has established the Qualified Vendors List, when the department requires a Vendor to provide organization development support services, a Work Order Request (WOR) will be issued to each Vendor on the Qualified Vendors List and each Vendor will have the discretion to respond to or decline the department's request for a bid on the services sought. The WOR issued will, at a minimum, include:

1. Statement of work with details on the Scope of services being requested,
2. Timeline to complete the Project to be worked on,
3. Selection process to be used, the method of submitting a response, and
4. Deadline to respond to the request with a bid or proposal.

**Only qualified Contractors will be eligible to respond to a
WOR related to this RFQ.**

A Vendor selected from the WOR to provide EHSD with services will be required to enter into a secondary agreement with EHSD for each Project they successfully bid on. Being selected for a Project will not impact a Vendor's ability to be selected for work related to any subsequent WOR issued to the Qualified Vendors List. If no Contractor from the Qualified Vendor List submits a timely qualifying bid to a WOR, EHSD may solicit bids from service providers not on the Qualified Vendor List. The list is not a closed list as EHSD retains discretion to conduct a subsequent RFQ process to identify additional qualified Vendors prior to the expiration of the list. Furthermore, a Vendor on the Qualified Vendors List may be removed from the list prior to its expiration for cause, through an applicable provision of the Contract, or by a written request from a Vendor to EHSD.

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SECTION 5: RFQ REQUIREMENTS AND INSTRUCTIONS FOR RESPONDERS

The bidder requirements in this section are mandatory. The proposal must clearly demonstrate the bidder's ability to provide the requested services. Separate response submissions are required for each service area for which the respondent is interested. The RFQ provides information regarding the format in which qualifications 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. EHSD reserves the right to waive any nonmaterial variation.

5.1 General Submittal Requirements

Electronic Submission – RFQ proposal submissions are accepted via **EHSD.org website only** at <https://ehsd/overview/contracting-opportunities/>

Submissions **must be separated into two (2) files** – the first file contains the bidder's qualifications and proposal; the second file contains the bidder's fee information documents.

- **File #1:** Save as “*RFQ #1000-Bidder Name-Subject Area Qualifications Information*”. This file must contain bidder proposal and all required attachments as specified in the RFQ and must be signed by officials authorized to bind the bidder to the provisions of the RFQ.
- **File #2:** Save as “*RFQ #1000 -Bidder Name-Subject Area Fee Information*”. This file must contain all required financial documents as specified in the RFQ.

Please select the “Submit Bid” button at the bottom of the proposal announcement page. Complete the required fields on each screen and upload the two files when prompted to do so. Once you hit submit bid, a notification will inform you that your bid has been sent. An email will be sent to the provided email address. **DO NOT** email files to EHSD.

To ensure EHSD has received proper notification of your RFQ submission, you must call: (925) 957-5645 and follow the instructions provided after you submit your proposal.

Any proposal received after the deadline will be rejected. Mail-in, e-mail, hand-delivery, and faxed submissions are not acceptable.

Qualifications and required attachments must be submitted as specified and must be signed by officials authorized to bind the bidder to the provisions of the RFQ.

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A Qualifications submission may be withdrawn in person by a bidder's authorized representative prior to **12:00 p.m. on May 15, 2024**. If withdrawing a Qualifications submission packet, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the Qualification submission.

Proposals must be clear and in the order in which they appear on the Respondent Checklist, Section 10. Qualifications must set forth accurate and complete information as required in this RFQ. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

Qualifications received are considered the property of the County and will not be returned.

All costs of submission preparation shall be borne by the bidder. The County shall not be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the Qualifications. Qualifications shall not include any such expenses as part of the proposed budget.

5.2 Formatting Requirements

Submissions in response to this RFQ must be in the form of a proposal package containing the complete proposal and all required supporting information and documents. EHSD requires electronic submission of Qualifications as referenced in Section 5.1.

All narrative materials are to be single-spaced on 8 1/2" X 11" paper, with no less than 1" margins on each side of paper and using no less than 12-point font.

Qualifications 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 RFQ packet.

All pages should be numbered consecutively with each section identified by an appropriate number.

5.3 Required Documents

Required forms as reflected in Section 11 and included in this RFQ, must be completed fully, and incorporated into the submitted proposal package.

All information and forms included in the qualifications submission package must be presented in the order outlined in the Required Attachments and Checklist (see Section 10) and numbered sequentially. Electronic templates are posted on EHSD website under "RFQ #1000" in "Contracting Opportunities".

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5.4 Proposal Outline and Content

Assemble and arrange each proposal in the order reflected on the Response Checklist (Section 10) and address the required content/questions. **The order in which items are presented is important**, as qualifications packet reviewers will follow this order in looking for specific areas to evaluate. Refer to Qualifications evaluation criteria to assure adherence and responsiveness to scoring requirements.

1. Response Cover Statement (Form #1)

This must be the first page of the Qualifications submission packet. The Response Cover Statement with original signatures of the bidder's Board of Directors' President and Executive Director must be attached to the proposal and must precede the narrative.

2. Response Narrative

2.1 Statement of Qualifications (4 pages or fewer)

1. Capacity to Provide Services

- a. Provide the number of years the Bidder has been in business under the present business name as well as related prior business names.
- b. Describe your capacity to perform the services described herein. Discuss workload, both current and anticipated, and capacity to perform the requested services. Include a statement that the Bidder does not have any commitments or potential commitments that may impact the Proposer's ability to perform the services.
- c. Describe the knowledge, skills, and competencies possessed that will be utilized to successfully perform the services described in this RFQ.
- d. Describe any specialized training, certifications, or expertise that uniquely qualify you or your organization to perform services similar to those described in this RFQ.
- e. Provide a proposal for each service area identified in 2. Areas of Service below that the respondent wishes to apply for. Each service area should include assessment of need, development and execution of plans to meet the need, evaluation of success, closure and at least one example of similar prior work.

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2. Areas of Service

(Separate response submissions are required for each service area for which the respondent is interested.)

- a. Advancement of Diversity, Equity, Inclusion, Belonging, and Justice
- b. Change Management
- c. Executive Recruitment
- d. Grant Writing
- e. Individualized Executive and Management Coaching
- f. Staff Morale/Engagement Assessments and Improvement
- g. Standard Operating Procedures Review, Revision, Maintenance
- h. Strategic Planning
- i. Team Building

3. **Response Additional Materials**

2.2 Supporting Documents

- 1. Proposals for each service area should also include the following:
 - a. Résumés
 - b. Fee schedule
 - c. Three (3) references for similar work
 - d. Other useful information
- 2. Describe any existing or potential conflicts of interest in detail with any proposed resolutions to allow the services to be completed objectively.

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SECTION 6: FEE INFORMATION

6.1 Fee Schedule (1 Page) Include Hourly Compensation Rates and Narrative

All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ. Any annual price increases during the contract term may be negotiated between the Contractor and the County. All annual price increases, if applicable, should be included in the proposal. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used.

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SECTION 7: ADDITIONAL DOCUMENTATION

7.1 Bidder's Questionnaire (Form #2)

A completed questionnaire with original signatures of the bidder's Board of Directors' President and Executive Director (or equivalent titles if Bidder is a for profit organization) must be attached as the final document of the original proposal package.

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SECTION 8: RESPONSE REVIEW AND SELECTION

All responses submitted in compliance with the RFQ requirements will be eligible for review and selection.

Response Selection Methodology:

- A. Administrative Support Services Bureau staff will review each response's adherence to the RFQ specifications.
- B. All responses deemed responsive will be referred to the RFQ Review Panel. The Review Panel will review all qualified responses and evaluate and score all responses utilizing the Rating Sheet on the next page of this RFQ.
 - 1. Interviews may be conducted during the EHSD Review Process of May 15, 2024 – May 29, 2024 as needed.
- C. The Review Panel will make recommendations for contract award to the EHSD.

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SECTION 9: RATING SHEET

	<u>Category/Subcategory</u>	<u>Subcategory Weight</u>	<u>Overall Weight</u>	<u>Total Possible Points</u>
	Response Cover Statement (not rated)			<u>0</u>
	Proposal		75%	
<u>1</u>	<u>Assessment of need</u>	15.0%		
<u>2</u>	<u>Development and Execution of plans to meet need</u>	30.0%		
<u>3</u>	<u>Evaluation of success</u>	15.0%		
<u>4</u>	<u>Closure</u>	15.0%		
	Proposal Raw Scores			
	Proposal Normalized Scores			<u>75</u>
	Fee Schedule		12%	
<u>5</u>	Accuracy & Completeness of Fee Schedule	4.0%		
<u>6</u>	Fee Schedule Narrative	4.0%		
<u>7</u>	Fees reasonable, cost-effective	4.0%		
	Fee Proposal Score			<u>12</u>
	Letters of Recommendation		3.5%	
<u>8</u>	References and Letters of Recommendation – examples from other engagements			
	Résumés		9.5%	
<u>9</u>	Qualifications	3.5%		
<u>10</u>	Years of experience	2.5%		
<u>11</u>	Relevance of experience	3.5%		
	Letters, References, Résumé Score			13
	Proposal + Fee + References Total Score		100%	100

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SECTION 10: Required Attachments and Checklist

Each respondent must submit their response in the following order with documents as described (unless otherwise noted). Separate response submissions are required for each service area for which the respondent is interested. Duplicate enclosed forms as necessary.

The following forms comprise Bidders' Response File #1.

- Response Cover Statement (Form #1)**
- Response Narrative**
- Letters of Recommendation (3)**
- Résumés**
- Exhibit A: Anti-Collusion Form**
- Exhibit B: Contra Costa County Small Business Enterprise Form**

The following forms comprise Bidders' Response File #2.

- Fee Schedule, including fee narrative**
- Bidder's Questionnaire (Form #2)**

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SECTION 11: REQUIRED FORMS

11.1 FORM #1 – RESPONSE COVER STATEMENT

11.2 FORM #2 – BIDDER’S QUESTIONNAIRE

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11.1 FORM #1 – RESPONSE COVER STATEMENT

(This form must accompany the proposal package when submitted)

Applicant _____

Business Address _____

Phone _____ email: _____ Year Organization Founded _____

Contact Person & Title _____

501(c)3 yes Exemption Expiration Date
 no Other (explain): _____

Federal Tax ID: _____ Business License # _____

Unique Entity Identification Number: _____

Bid Service Area (*check which below service area is the subject of this proposal*)

- | | | |
|--|---|--|
| <input type="checkbox"/> Advancement of Diversity, Equity, Inclusion, Belonging, and Justice | <input type="checkbox"/> Change Management | <input type="checkbox"/> Executive Recruitment |
| <input type="checkbox"/> Individualized Executive and Management Coaching | <input type="checkbox"/> Grant Writing | <input type="checkbox"/> Team Building |
| <input type="checkbox"/> Standard Operating Procedures Review, Revision, Maintenance | <input type="checkbox"/> Staff Morale / Engagement Assessments and Improvements | <input type="checkbox"/> Strategic Planning |

We submit the attached proposal and attachments in response to Contra Costa County's Request for Qualifications #1000, and declare that:

If the Contra Costa Employment and Human Services Department accepts this response, we will enter into a standard contract with Contra Costa County to provide all work specified herein as proposed or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.

Authorized representatives: (two signatures required)

Name: _____ Date: _____

Signature: _____
Executive Director

Name: _____ Date: _____

Signature: _____
Board President

CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
ADMINISTRATIVE SUPPORT SERVICES BUREAU

REQUEST FOR QUALIFICATIONS (RFQ) #1000
Organizational Development Support

11.2 FORM #2 – BIDDER'S QUESTIONNAIRE

BIDDER'S QUESTIONNAIRE

1. List any licenses or certifications held by the agency, with expiration dates.

2. (a) Who administers your agency's fiscal system?

Name: _____

Phone: _____

Title: _____

Work Schedule: _____

(b) What CPA firm maintains or reviews the agency's financial records and annual audit, if applicable?

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.

CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
ADMINISTRATIVE SUPPORT SERVICES BUREAU

REQUEST FOR QUALIFICATIONS (RFQ) #1000
Organizational Development Support

6. Is there any past, present, or pending litigation in connection with contracts for services involving the bidder or any principal office of the agency? Yes No
If yes, briefly explain.

7. Does bidder have a controlling interest in any other firm(s)? Yes No
If yes, please list below.

8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFQ? Yes No
If yes, specify below.

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.

Name and Title
(Executive Director)

Date

Name and Title
(Board President)

Date

Exhibit A: Anti-Collusion Statement

By signing this form, the Bidder agrees that this submittal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Statement of Qualifications quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED BIDDER, THAT THE SIGNING AND DELIVERY OF THE SOQ REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDER AND THE COUNTY.

NAME OF FIRM: _____

[Sign in ink in the space provided below]

SIGNED BY: _____

TITLE: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

Exhibit B: Small Business Enterprise (SBE) Form

Begins on the next page



Contra Costa County Employment & Human Services

CONTRACTOR SBE FORM

For surveying purposes within Contra Costa County Employment & Human Services Department (EHSD), please fill out the form below. Your information will be used by EHSD to determine Small Business Enterprise (SBE) contractors doing business within the County (if applicable).

If you are Non-Profit or Public Agency, check the appropriate box, complete the sections 1 and 5 and return the form to your Program Analyst

SECTION 1 – CONTACT INFORMATION	
Name of Contractor (Print)	
Street Address (City, State)	(Zip Code)
Mailing Address (City, State)	(Zip Code)
<input type="checkbox"/> Contact Numbers (Check preferred)	<input type="checkbox"/>
Business Phone Number ()	Cell Phone Number ()
E-mail	Employer Identification # (if applicable)

SECTION 2 – WORK CONDUCTED BY CONTRACTOR (Generally describe what your business does)	
Vendor/Supplier	
Consultant/ Service Provider	
Other (If none of the above categories apply)	

SECTION 3 – DESCRIPTION OF BUSINESS
Description of Business Type (Check all that apply):
<input type="checkbox"/> Small Business Enterprise (SBE) – independently owned and operated; cannot be dominant in its field of operation; must have its principal office located in California; must have its owners (or officers in the case of a corporation) domiciled in California; AND together with affiliates, be either: a business with 100 or fewer employees, an an average annual gross receipts of \$14 million or less over the previous three tax years, or a manufacturer with 100 or fewer employees.
<input type="checkbox"/> Minority Business Enterprise (MBE) - at least 51% owned and managed on a daily basis by one or more minorities who are citizens or lawful permanent residents of the United States and member(s) of a recognized ethnic or racial group AND its home office is located in the United States.
<input type="checkbox"/> Women Business Enterprise (WBE) - at least 51% owned and managed on a daily business by one or more women who are citizens or lawful permanent residents of the United States AND its home office is located in the United States.
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) - at least 51% owned and managed on a daily business by socially- and economically-disadvantaged individuals (pursuant to Section 3 of the Small Business Act). DBE certifications are used only for state- or federally funded projects that have DBE goals or requirements.
<input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE) - at least 51% owned and managed on a daily basis by one or more disabled veterans of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California; AND a sole proprietorship corporation or partnership with its home office located in the United States that is not a subsidiary of a foreign firm
<input type="checkbox"/> Local Business Enterprise (LBE) - principal place of business is located within the boundaries of Contra Costa County.
<input type="checkbox"/> None of the above.



Contra Costa County Employment & Human Services

CONTRACTOR SBE FORM

SECTION 4 – CERTIFICATION BY OTHER AGENCIES

State-Certified SBE: Yes No State Certification #:

If “Yes,” please attach documentation.

Are you certified with any other agencies as a: Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Disabled Veteran Business Enterprise (DVBE), or Disadvantaged Business Enterprise (DBE): Yes No

If “Yes,” please list agency **AND** attach documentation:

SECTION 5 – CERTIFICATION OF BUSINESS INFORMATION

The undersigned certifies and swears under penalty of perjury that all information contained in this form is true and correct. **Any material misrepresentation will be grounds for terminating any contracts which may be or have been awarded.**

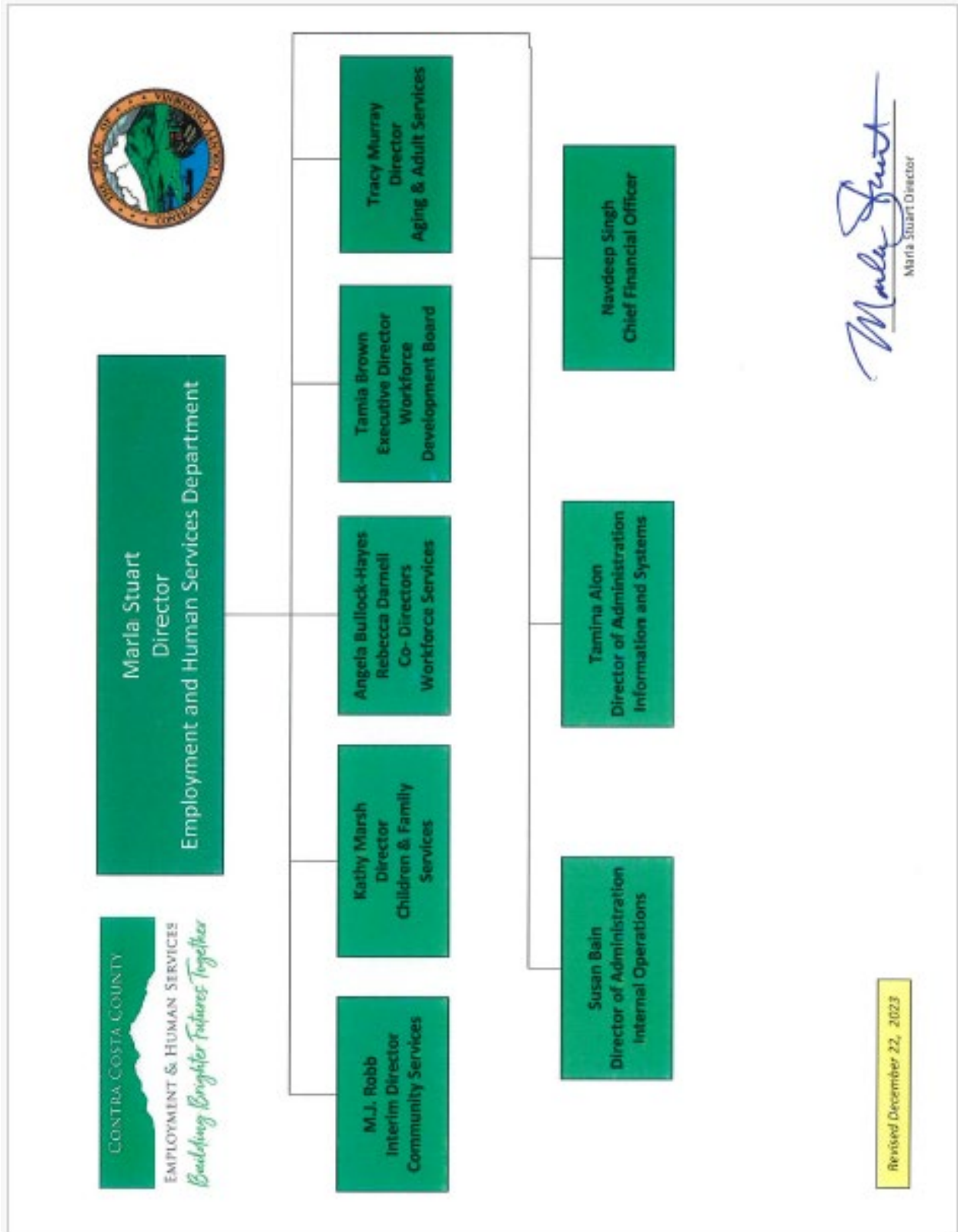
By _____

Print Name **Title**

Signature **Date**

Return this SBE Form to your Program Analyst.

Attachment A: EHSO Organization Chart



Attachment B: Sample County General Conditions

Begins on the next page

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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.

Contract

County

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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 \$200,000 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 \$200,000 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.

Contract

County

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

Contract

County

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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County

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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.

Contract

County

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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.

Contract

County

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- 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.