



CONTRA COSTA COUNTY EMPLOYMENT AND HUMAN SERVICES DEPARTMENT

ALLIANCE TO END ABUSE REQUEST FOR PROPOSALS (RFP) # 1209

Innovative Impact in Interpersonal Violence Prevention and Intervention

On behalf of the Contra Costa County Employment and Human Services Department (EHSD), the Alliance to End Abuse (Alliance) announces its **Request for Proposals (RFP) 1209**. The Alliance is seeking Bidders that will design and implement innovative projects and methods to prevent, intervene in, and eradicate interpersonal violence in Contra Costa County. Interpersonal violence encompasses domestic/family violence, elder abuse, child abuse, sexual violence, human trafficking, and/or stalking. These innovative project(s) will add value to the existing work by implementing and/or piloting new or adapted approaches to address unmet needs, support the well-being of all, promote capacity-building, and contribute to systems change and collaboration.

Funding consists of County General funds. The total amount of funds available is \$150,000 per year. The total maximum individual award amount is \$50,000 per fiscal year (depending on availability). The contracting period will be from September 1, 2024, through June 30, 2027 (34 months), for up to a total of \$150,000. This funding can be used in conjunction with other funding for launching and/or expanding pilot projects.

This RFP is the process by which the County will solicit proposals to enter into contracts with selected Bidders from September 1, 2024, through June 30, 2027 (34 months). Each Contractor may be eligible for contract renewal for two (2) additional consecutive years (or 24 months) contingent on availability of funds and satisfactory performance. Specifically, each Contractor's performance will be assessed upon the conclusion of the third year and, if deemed satisfactory and funds permitting, their contract(s) will be renewed for two (2) additional years. Funding will not roll over from year to year. Any unused funds will be returned to the County.

Please read this entire packet carefully.

Interested parties are invited to attend the recommended Bidder's Conference Webinar scheduled for:

Date: Wednesday, May 8, 2024

Time: 10:00 am PST

Attendance at the Bidder's Conference is not required for a proposal to be considered. Agencies interested in attending the virtual Bidder's Conference must register for RFP 1209 Innovative Impact for Interpersonal Violence Prevention and Intervention webinar via the below link:

<https://attendee.gotowebinar.com/register/959124222897032028>

After registering, you will receive a confirmation email containing information about how to join the webinar.

**Final proposal submission will be due by
5:00 pm PST on May 31, 2024**

Questions about the RFP 1209 must be submitted in writing to contractbid@ehsd.ccounty.us. Once you have submitted your Questions, you must call 925-957-5645 and follow the instructions provided. This will ensure EHSD has received proper notification of your questions. Questions will be accepted through close of the Bidder's Conference on **May 8, 2024**.

All comments and inquires received will be posted publicly along with the responses on the EHSD website at <https://ehsd.org/verview/contracting-opportunities/> on **May 15, 2024**.

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



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**Contra Costa County
Alliance to End Abuse**

**REQUEST FOR PROPOSAL (RFP) #1209
*Innovative Impact in Interpersonal Violence Prevention and Intervention***

SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL #1209

ALLIANCE TO END ABUSE

**INNOVATIVE IMPACT IN INTERPERSONAL VIOLENCE PREVENTION AND
INTERVENTION**

On behalf of the Contra Costa County Employment and Human Services Department (EHSD), the Alliance to End Abuse Division (Alliance) announces its **Request for Proposals (RFP) 1209**. The Alliance is seeking Bidders that will design and implement innovative projects and methods to prevent, intervene in, and eradicate interpersonal violence in Contra Costa County. Interpersonal violence encompasses domestic/family violence, elder abuse, child abuse, sexual violence, human trafficking and/or stalking. These innovative project(s) will add value to the existing work by implementing and/or piloting new or adapted approaches to address unmet needs, support the well-being of all, promote capacity-building, and contribute to systems change and collaboration.

Funding consists of County General funds. The total amount of funds available is \$150,000 per year. The total maximum award amount is \$50,000 per fiscal year (depending on availability). The contracting period will be from September 1, 2024, through June 30, 2027 (34 months), for up to a total of \$150,000. This funding can be used in conjunction with other funding for launching and/or expanding pilot projects.

This RFP is the process by which the County will solicit proposals to enter into contracts with selected Bidders from September 1, 2024, through June 30, 2027 (34 months). Each Contractor may be eligible for contract renewal for two (2) additional consecutive years (or 24 months) contingent on availability of funds and satisfactory performance. Specifically, each Contractor's performance will be assessed upon the conclusion of the third year and, if deemed satisfactory and funds permitting, their contract(s) will be renewed for two (2) additional years. Funding will not roll over from year to year. Any unused funds will be returned to the County.

Submission of proposals in response to RFP 1209 are due on May 31, 2024, 5:00 PM PST, without exception.

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



SECTION 2: RFP 1209 TIMELINE

<u>Event/Location</u>	<u>Date</u>
RFP Published & Announced	April 26, 2024
Question Submittal Period	Wednesday May 8, 2024, by close of Bidder's Conference
Bidder's Conference Webinar	May 8, 2024 10:00 am
Responses to RFP Questions Published by EHSD	May 15, 2024
RFP Proposal Response Submission Due Date	May 31, 2024 By 5:00 PM PST
EHSD Compliance Review and Evaluation (1 week)	Completed by June 5, 2024
EHSD Fiscal Review and Evaluation (2 weeks)	Completed by June 19, 2024
Division Committee Review and Evaluation (2 weeks)	Completed by July 3, 2024
Award Letter Notification	July 5, 2024
Appeal Period (10 business days after Award Letter issuance)	July 18, 2024
Contract Negotiation and Processing	July 2024
Anticipated Contract Start Date	September 1, 2024

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 Email: contractbid@ehsd.cccounty.us

Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP 1209" in the subject line. Questions must be submitted by the RFP Questions due to EHSD date referenced in the schedule above. Once you have submitted your Questions, you must call 925-957-5645 and follow the instructions provided. This will ensure EHSD has received proper notification of your questions. Responses to questions will be posted on the EHSD website at <https://ehsd.org/overview/contracting-opportunities/> under this RFP by the Responses to RFP Questions date referenced in the schedule above.



SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

3.1 Solicitation

The purpose of this RFP is to identify and fund proposals that will design and implement innovative projects and methods to prevent, intervene in, and eradicate interpersonal violence in Contra Costa County. Interpersonal violence encompasses domestic/family violence, elder abuse, child abuse, sexual violence, human trafficking and/or stalking. These innovative project(s) will add value to the existing work by implementing and/or piloting new or adapted approaches to address unmet needs, support the well-being of all, promote capacity-building, and contribute to systems change and collaboration.

This RFP includes a schedule for proposal procedures and deadlines, describes the purpose for the use of innovative impact funds, provides instructions and forms for the preparation and submittal of the proposal, outlines the review process, and contains administrative and program information useful to prospective Bidders.

3.2 Qualified Bidders

For this RFP, “agency and “organization” are used interchangeably.

Eligible Bidders are Native American tribal organizations, non-profit agencies having 501(c)(3) status with the IRS (including culturally-specific and population-specific organizations), and/or organizations, whom on their own, or in collaboration with other organizations, have adequate controls, personnel, and capability to provide the services sought in this RFP. Community-based organizations that do not have 501(c)(3) status may apply using a fiscal sponsor. Organizations that were not previously awarded Collective Impact Funds and grassroots organizations are encouraged to apply. Governmental agencies are not eligible to apply for this RFP.

A collaborative proposal refers to one agency submitting a project proposal that integrates elements that will be carried out collaboratively with one or more other partner agency(ies). For collaborative proposals, only one agency may submit the proposal as the Bidder and act as the fiduciary and Contractor with the County if selected. If so, the bidding agency should describe the nature and roles of relationship(s) with project partners, e.g. the existence and description of Memorandums of Understanding among partner agencies, and any prior activities that incorporated the expertise of other agencies in planning, community education, service delivery, and so on. An agency may only submit one (1) proposal for a project that does not involve project partners (solo proposal) or one (1) proposal for a collaborative project as the lead agency (collaborative proposal). An agency may be listed as a project partner, but not as the lead agency, in multiple collaborative proposals.

Qualified Bidders must demonstrate capacity for collaboration, interagency coordination and attest to their qualifications on **Form #2, Statement of Qualifications** (see **Section 9. REQUIRED FORMS**).



By applying, a Bidder agrees to be bound by all the terms and conditions of the County's standard contract if selected. Proposals submitted by successful Bidders shall become part of the contract service plan, unless negotiated, amended, or modified by the County. Two (2) authorized representatives of the successful applicant shall be required to sign the Standard County Contract.

3.3 Estimated Funding and Contract Period

Funding consists of County General funds. This funding can be used in conjunction with other funding for launching and/or expanding pilot projects.

- Total funding available: \$150,000 per year.
- Bidders may request up to a maximum of \$50,000 per fiscal year:
 - Year 1: \$50,000 for September 1, 2024 - June 30, 2025 (10 months)
 - Year 2: \$50,000 for July 1, 2025-June 30, 2026 (12 months)
 - Year 3: \$50,000 for July 1, 2026-June 30, 2027 (12 months)

The initial contracting period will be from September 1, 2024, through June 30, 2027 (34 months), for up to a total of \$150,000. Each Contractor may be eligible for contract renewal for two (2) additional consecutive years contingent on availability of funds and satisfactory performance. Specifically, each Contractor's performance will be assessed upon the conclusion of the third year and, if deemed satisfactory and funds permitting, their contract(s) will be renewed for two (2) additional years. Funding will not roll from year to year. Any unused funds will be returned to the County.

The Contractor will be paid through a fee for service budget schedule subject to changes at the discretion of the Alliance during contract negotiations. Upon bid award and contract execution, the Contractor must issue a monthly invoice specifying the services/activities provided and related flat fee(s).

3.4 Questions about RFP

Potential Bidders may pose questions about the RFP process or content by submitting questions to EHSD.

Questions about RFP content must be submitted via email to contractbid@ehsd.cccounty.us by the "RFP Questions due to EHSD" date referenced in Section 2, RFP Timeline. Once you have submitted your Questions, you must call 925-957-5645 and follow the instructions provided. This will ensure EHSD has received proper notification of your questions. All questions submitted in accordance with the schedule will be answered with responses posted on the EHSD website under this RFP at <https://ehsd.org/overview/contracting-opportunities/>. Upon conclusion of the "RFP Questions due to EHSD" date referenced in Section 2, RFP Timeline, only RFP process related questions will be accepted and can be sent via email to contractbid@ehsd.cccounty.us. All emails should include "RFP 1209" in the subject line.



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 EHSD Staff directly 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.

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 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 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/PROJECT DESCRIPTION

4.1 General Information about the Alliance to End Abuse

In 2001, the Contra Costa County Board of Supervisors launched the “Zero Tolerance for Domestic Violence Initiative,” the first public-private partnership in California aimed at eradicating domestic violence. The Board of Supervisors committed to allocate general funds every fiscal year for this effort. Over the years, this initiative broadened its scope of work encompassing additional forms of interpersonal violence, including family violence, child abuse, elder abuse, stalking, and human trafficking (sex and labor trafficking). In 2016, this initiative was renamed the Alliance to End Abuse (Alliance) and is now part of the Employment and Human Services Department.

In 2020, in collaboration with other County departments, service providers, and community-based organizations, the Alliance published “[Contra Costa County’s Call to Action: Preventing Interpersonal Violence](#),” a framework for coordinated and strategic action to end the epidemic of interpersonal violence. Centered on equity, the Call to Action promotes the expansion and strengthening of partnerships and a sustainable infrastructure, the furtherance of early childhood development, the fostering of economic opportunity and stability, and the engendering of community connectivity.

The Alliance works to bring forth systems change to interrupt and eradicate interpersonal violence in the County through collaborative, coordinated, and integrated services, supports, interventions, and prevention activities. The Alliance partakes in this effort by: 1) creating partnerships to facilitate the exchange of resources, ideas, and people power; 2) analyzing, developing, and sharing policies and best practices with its partners and the community; 3) lifting and building up the capacity of organizations through funding and resource development; 4) promoting healthy relationships, families, and communities, and 5) gathering data on interpersonal violence and evaluating the impact of prevention and intervention activities. The Alliance believes that, together, we can ensure the holistic well-being of individuals, their families, and the community, and meet the needs of all survivors so that they can heal and thrive.

4.2 Values

On behalf of EHSD, the Alliance is interested in supporting projects that prioritize the following values:

Survivor-Centered Programs: Those who have experienced interpersonal violence carry valuable knowledge and resilience, far beyond their stories of victimization and/or trauma, regardless of whether they self-identify as survivors. The Alliance prioritizes survivor-informed and survivor-led programs, projects, and services inclusive of all experiences.

Equity-Focused Approach: Interpersonal violence happens in ways that intersect with race, ethnicity, national origin, disability, immigration status, gender identity and expression, and other identities, which may impede certain survivors from being able to escape their abusive situation



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and/or access services. Interpersonal violence exists within a larger historical and socio-economic context and is inherently connected to other forms of violence and oppression that often overlap, resulting in systemic inequities. The Alliance seeks to lift up the visibility, participation, and voices of those disproportionately victimized and/or historically marginalized and under-recognized. This includes those who identify as Black or African American, Indigenous, Asian Pacific Islander, and other people of color, the LGBTQIA+ communities, Two-Spirit, youth, workers who are exploited and/or in low-paying jobs, immigrants, those with invisible and/or visible disabilities, and those who have been or are incarcerated and/or systems-involved. The Alliance prioritizes prevention and intervention strategies centered on equity that are trauma-informed, culturally responsive, and tailored to the unique needs of survivors and their communities.

Meaningful Language Access: Interpersonal violence prevention and intervention strategies should include the availability of competent interpretation and translation services. Information should be disseminated in culturally relevant and linguistically appropriate ways. Such strategies should be inclusive of the Deaf community and those communities that do not use English as their primary language. They should also meet the needs of persons with low or no literacy.

Paths to Justice: The Alliance recognizes that the meaning of justice may vary from survivor to survivor. Certain survivors will seek help through the criminal legal system. Others will turn to the civil legal system. Still, others will want to seek truth, repair, accountability, monetary support, and/or healing in other ways. The Alliance prioritizes programs and strategies that offer various options of justice. These may include restorative justice, transformative justice, criminal justice reform, economic justice, etc. While these must be survivor-centered, they may involve the persons who have caused harm, families, friends, and communities.

Data and Research Justice: The Alliance recognizes that experiential, cultural and spiritual knowledge is just as important as mainstream knowledge in analyzing the potential and actual impact of prevention and intervention strategies. Data is most useful when tied to the broader historical and socio-economic context. Emphasizing protective factors, rather than focusing solely on risk factors, leads to a better understanding of the strengths of each person and community without inadvertently creating harmful stereotypes. Qualitative data is critical to understanding quantitative data. The Alliance prioritizes programs that contribute to the visibility, not the erasure, of survivors and communities that have been historically marginalized or under-recognized.

4.3 Interpersonal Violence Prevention and Intervention Approaches

On behalf of EHSD, the Alliance defines the prevention and intervention approaches to addressing interpersonal violence as:

Prevention: Such projects and related services/activities address the root causes of interpersonal violence by expanding and strengthening partnerships, building a sustainable infrastructure, fostering economic opportunity and stability, and generating community connectedness as outlined in Contra Costa County's Call to Action: Preventing Interpersonal



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Violence. Prevention involves building individual, community, and societal understanding and resilience, reducing social and historical inequities, and improving the environmental conditions where people are born, learn, live, work, play, age, and worship.

Intervention: Such projects and related services/activities interrupt interpersonal violence after it has occurred and ameliorate its impact by using trauma-informed practices to support victims and survivors in their journey of healing and in meeting their needs so that they can recover and thrive. These may include projects that work holistically with persons who have been harmed and those who have caused harm.

4.4 Purpose and Scope of Work

Contractors are successful Bidders. The purpose of this RFP is to identify and fund Contractors that will design and implement innovative projects and methods to prevent, intervene in, and eradicate interpersonal violence in Contra Costa County. Interpersonal violence encompasses domestic/family violence, elder abuse, child abuse, sexual violence, human trafficking and/or stalking. These innovative project(s) will add value to the existing work by implementing and/or piloting new or adapted approaches to address unmet needs, support the well-being of all, promote capacity-building, and contribute to systems change and collaboration.

Examples of past projects include a telecare program that provides remote health services to survivors of interpersonal violence; workshops in schools on anti-bullying, dating violence, and healthy relationships; restorative justice circles and practices for both survivors and persons who have caused harm; and case management for survivors of human trafficking.

Ideas for potential projects include but are not limited to:

- Creating an anonymous hotline for persons who have caused harm.
- Incorporating social workers for legal services support to provide wrap-around services to survivors.
- Promoting intergenerational connectedness.
- Bringing forth community healing spaces that are culturally specific.
- Developing awareness of stalking intervention and prevention practices.
- Building, expanding, strengthening coalitions and other collaboratives.
- Implementing innovative technology-based reporting systems.
- Creating whole family supports.
- Publicizing targeted messaging and media campaigns around primary prevention.
- Reducing recidivism by implementing a model focused on persons who have caused harm.
- Researching, expanding, and/or standardizing risk assessment tools
- Creating protective environments that promote everyone's right to live healthy lives socially, physically, and emotionally.
- Utilizing intersectional approaches to address gaps in services for marginalized and underserved communities and create safe and inclusive spaces.



4.5 Minimum Qualifications

See also section 3.2: Qualified Bidders for list of eligible Bidders, when fiscal sponsorship is required, and what constitutes a collaborative proposal. To qualify, a bidder must demonstrate the skills, experience, and capacity to implement and achieve the proposed project's goal(s), objective(s), and services/activities. The bidder must also show capacity for interagency collaboration and coordination.

By submitting a proposal, a bidder agrees to be bound by all the terms and conditions of the County's standard contract **if selected**. Proposals submitted by the successful bidders shall become part of the contract service plan, unless negotiated, amended, or modified by the County. Two (2) authorized representatives of the successful applicant shall be required to sign the Standard County Contract.

An agency may only submit one (1) proposal for a project that does not involve project partners (solo proposal) or one (1) proposal for a collaborative project as the lead agency (collaborative proposal). An agency may be listed as a project partner, but not as the lead agency, in multiple collaborative proposals.

4.6 Project Monitoring and Evaluation

On behalf of EHSD, the Alliance will actively monitor the projects and related services/activities provided by each agency awarded a contract through this RFP. At a minimum, each Contractor will be expected to:

1. Perform all services/activities without material deviation from an agreed-upon Service Plan, which includes project goals, metrics, deliverables (services/activities), and performance outcomes;
2. Maintain up-to-date and accurate records of services provided/activities accomplished and management controls, document compliance with the Service Plan, complete any forms furnished by and submit reports to the Alliance as requested, including any required State data collection forms if applicable;
3. Cooperate with the collection of fiscal, administrative, and service data as requested by the Alliance, which may require active collaboration and cooperation with other agencies providing similar services;
4. Utilize web-based database and data reporting tools (minimum Excel format), as required by the Alliance, to input service activities and other project related tasks and deliverables;
5. Participate in fiscal monitoring which may include review of agency budget, cost allocation plan and procedures, audited financial statements, fiscal policy manual, supporting documentation for selected invoices, and any other related fiscal data that County may request;



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6. Complete and submit monthly, quarterly, mid-year, and/or annual (year-end) summary of projects and related services provided/activities accomplished and other information as requested by the Alliance;
7. Attend all mandatory meetings, trainings, and workshops as outlined in the awarded Contract Service Plan;
8. Adhere to the Alliance's confidentiality policies as outlined in the awarded Contract Service Plan; and
9. Submit to the Alliance monthly information for ongoing project monitoring, which may include, but is not limited to, the following units:
 - a. Number of clients served.
 - b. Number of collaborative meetings held.
 - c. Number of outreach events attended.
 - d. Number of residents reached.
 - e. Qualitative data and anecdotes from projects.
 - f. Fiscal and project reports.



SECTION 5: REQUIRED PROPOSAL FORMAT

The Bidder requirements in this section are mandatory. 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 nonmaterial variation.

5.1 General Submittal Requirements

Electronic Submission – RFP Proposal Submissions are received by EHSD via upload of submission documents to **EHSD.org website only** at <https://ehsd/overview/contracting-opportunities/>

Submissions **must consist of (2) files** – file #1 consists of the submitting agency's proposal and file #2 consists of the submitting agency's financial documents.

- **File #1:** Save as "RFP 1209 -*Agency Name*-Proposal". This file must contain agency proposal and all required attachments as specified in the RFP and must be signed by officials authorized to bind the Bidder to the provisions of the RFP.
- **File #2:** Save as "RFP 1209 -*Agency Name*-Financials". This file must contain all required financial documents as specified in the RFP.

Once the files have been uploaded, 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 be emailed to you confirming that your bid has been received. The email will be sent to the address provided during the submission process. **DO NOT** email files to contractbid@ehsd.org (prior procedure).

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

Any Proposal submitted to EHSD.org after the deadline will be rejected. Mail-in, hand-delivery, faxed, or email submissions are not acceptable.

A proposal 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.

A Bidder's authorized representative may withdraw a proposal **prior to the RFP submission deadline of May 31, 2024**. If withdrawing a proposal, the Bidder's authorized representative must provide appropriate identification (i.e., driver's license) and sign a receipt attesting to the withdrawal of the proposal.



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Proposals must be clear and include all requested information and documentation in the order in which they appear on the Proposal Checklist. The proposal 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.

Proposals received are considered the property of EHSD and will not be returned.

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 their proposals. Proposals shall not include any such expenses as part of their proposed budgets.

The submissions deadline is Friday, May 31, 2024, at 5:00 pm PST.

The County reserves the right to reject any proposal and negotiate any terms as best serves the County. All proposals become the property of the County, without obligation to the Bidder.

The RFP process may be cancelled at any time without written notice.

5.2 Formatting Requirements

Submissions in response to this RFP must be in the form of a proposal package containing the complete proposal and all the required supporting information, documentation, and attachments.

EHSD supports electronic submission of proposals as previously explained. Each Bidder must submit **one proposal package with all attachments** included, unless otherwise noted.

All narrative materials are to be single-spaced, 8 1/2" X 11" page size, with no less than 1" margins on each side of the page. Bidders must use an easily readable typeface no less than size 12-point font for their proposals.

The total proposal should not exceed twenty (20) pages excluding cover statement, table of contents, program fee/budget schedule, budget narrative, required fiscal attachments and addendums.

Proposals should be without expansive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the proposal. Italics, bold, and underline, graphs, tables, and charts are permissible. Information on evaluation criteria and weight factors are included in this RFP packet.

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



5.3 Required Documents

Required forms as reflected in the Proposal Checklist and included in this RFP must be completed fully and incorporated into the submitted proposal package.

All information and forms included in the proposal package must be presented in the order outlined in the Proposal Submission Checklist and numbered sequentially (excluding the Fiscal Attachments). Electronic templates are posted on the EHSD website under this RFP at <https://ehsd.org/overview/contracting-opportunities/>.

5.4 Proposal Outline

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

5.4.1 Proposal Cover Statement (Form #1)

This must be the first page of every proposal. The Proposal Cover Statement (**Form #1**) 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. Do not place anything in front of this page.

5.4.2 Table of Contents

Each proposal must include a Table of Contents that clearly identifies each section of the proposal. The Proposal Checklist may serve as the Table of Contents with the addition of proposal page numbers. The Proposal Checklist is included as Section 8 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.

5.4.3 Project Proposal Narrative (maximum of twenty (20) pages)

The total proposal narrative should not exceed a maximum of **twenty (20) pages** excluding the Proposal Cover Statement, Proposal Checklist/Table of Contents, resumes, required fiscal attachments and addendums, and Budget and Financial Information.

5.4.3.1 Agency Overview, Qualifications, and Organizational Capacity (6 pages max., 20 possible points)

1. Describe the organization's governance, history, mission, purpose, programs/services, and number of years in business under the present or prior business name. Include as an Addendum to the proposal a list of the organization's



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Board of Directors (**FORM #3**), the agency's IRS tax exempt letter if have 501(c)(3) status or if otherwise applicable. Also include a job description and/or resume of the agency's Executive Director, Chief Executive Officer, or of the most senior leadership.

2. Provide a summary of the organization's knowledge of or experience in implementing programs/projects focused on the prevention of and/or intervention in interpersonal violence, especially, domestic/family violence, elder abuse, child abuse, sexual violence, human trafficking, and/or stalking.
3. Describe the organization's experience in and/or approach to reaching the disproportionately victimized and/or historically marginalized and under-recognized populations in Contra Costa County as listed in this RFP (see section 4.2 Values).
4. Describe the organization's experience in or approach to collaborating in public-private partnerships to integrate programs focused on the prevention of and/or intervention in interpersonal violence in Contra Costa County. If submitting a collaborative proposal, describe the nature and roles of relationship(s) with the project partners, e.g. Memorandums of Understanding among partner agencies, and any previous activities that have incorporated the expertise of other agencies that may include planning, community education, and service delivery.

5.4.3.2 Project Design, Implementation, and Oversight

(12 pages max., 65 possible points)

1. Describe the design of the project and its innovativeness in preventing, intervening in, and/or eradicating interpersonal violence. Explain how the project will add value to the existing work by implementing and/or piloting new or adapted approaches to address unmet needs, support the well-being of all, promote capacity-building, and/or contribute to systems change and collaboration. (See section 4.4 Purpose and Scope of Work). Provide and cite data, research, and/or sources of knowledge supporting the design of the project. (See "Data and Research Justice" in section 4.2 Values).
2. Identify the overall **goal(s)** of the project and specific measurable outcome-based **objectives** with a proposed **timeline** to fulfill the project goal(s). Describe the **activities** to be undertaken to implement the project goal(s) and objective(s), including providing quarterly progress reports with quantitative and qualitative data.
3. Describe how the organization will evaluate project impact and outcomes. Identify the ways the organization will measure its performance in reaching the overall goal(s) and objectives and the methods for collecting the information. Identify the metrics information the organization will use to continuously improve the quality of the project.
4. Describe the outreach/communication methods the organization intends to employ to generate survivor and/or community participation and/or awareness in the project.



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5. Describe how the proposed project is based on trauma-informed principles, equity-focused, culturally responsive, and provides meaningful language access as explained in Section 4.2 Values.
6. Include a realistic plan for making the project self-sustainable within a maximum of four (4) to five (5) years of funding. The funding source does not need to be secured but should be identified as much as possible. Do explain the plan for securing funding and/or what processes are in place to sustain the project beyond the life of this funding.

5.4.3.3 Project Administration
(2 pages max., 5 possible points)

1. Describe the direct and indirect staff that will operate and support the project (e.g., full time equivalencies, responsibilities, experience, licenses, etc.). Include **an Addendum** containing the job descriptions and/or resumes of the Executive Director and Key Program and Fiscal Staff, and an organizational chart illustrating how the proposed project(s) and related services/activities connect with other agency projects and programs.

5.4.4 Fiscal Management Documentation, Narrative, and Budget

Provide a brief description of the accounting system and internal controls (of lead agency only if collaborative proposal). 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
7. Any other internal management and control systems.

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

Complete and attach **Form #3, Board of Directors** as an Addendum as referenced in the Proposal Submission Checklist in section 8. Discuss any additional sources of income that have been or will be added to support the proposed project.

Describe how the agency will plan for the long-term sustainability of the proposed project.



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

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

5.4.4.1 Project Budget and Budget Narrative

Complete and attach the Budget and Budget Narrative Template (**Form #4**), showing the amount and purpose of the requested funds, as well as the other available resources if any to the agency to support the proposed project for three (3) year period. Budgets should reflect common business practices and be adequate to ensure the success of the proposed project. **Check calculations.**

The Fee for Service budget should be completed so that the “Services Provided” line item shows all services/activities full compensation for services, work, expenses or costs provided or incurred by Contractor. The Fee for Service budget should be inclusive of all direct and indirect program expenses (e.g., reporting costs, payroll processing, fund development, insurance, other administrative costs, etc.).

5.4.5 Attachments

See Proposal Checklist in for complete list of Attachments.

5.4.6 Fiscal Attachments

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.

See Section 8: Proposal Checklist for complete list of Fiscal Attachments.



SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD

6.1 Evaluation Process

Each proposal is subject to a three (3) stage evaluation process to determine responsiveness to the RFP requirements: Compliance Review, Fiscal Review, and Division 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.

The proposal evaluation stages are as follows:

6.2 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, to be competitive, should include all the requested information, all sections awarding points, completed forms, and attachments. Proposals that do not follow the formatting requirements found in section 5: Required Proposal Format will be determined nonresponsive and will not be considered for contract award/funding.

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

6.3 Fiscal Review

Proposals that pass the Compliance Review, as referenced above, will be submitted for review by EHSD Fiscal Staff. Proposals must receive a fiscal review evaluation score of at least **seventy percent (70%)** of the total available 100 points; if not, it will be eliminated from further review.

Proposals that do not provide the required audit or financial statements as outlined in Section 5: 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 proposal with financial statements will be forwarded to the EHSD Fiscal Department for review and evaluation.



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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.

6.4 Division Committee Review

RFP Proposals that successfully complete the Contracts Compliance Review and the Fiscal Review (referenced above) will be submitted for Division Committee Review. The RFP Division Review Committee may be comprised of Employment and Human Services Department staff, community-based organizations staff, private for-profit corporation staff, public sector representatives, technical experts, and/or community members not applying for the funding. The Division Committee will review all proposals then evaluate and score all service and budget elements per the Scoring Methodology/Rating Sheet and program service delivery requirements included in this RFP.

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

Members of the Division Review Committee will be required to sign an impartiality statement.

6.5 Scoring Methodology

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

RFP Scoring Methodology/Rating Sheet	Available Points
Agency Overview, Qualification, and Organizational Capacity	12
Describes the organization’s governance, history, mission, purpose, programs/services, and number of years in business under the present or prior business name.	3
Summarizes the organization’s knowledge of or experience in implementing programs/projects focused on the prevention of and/or intervention in interpersonal violence, especially, domestic/family violence, elder abuse, child abuse, sexual violence, human trafficking, and/or stalking.	3
Describes the organization’s experience in and/or approach to reaching the disproportionately victimized and/or historically marginalized and under-recognized populations in Contra Costa County as listed in this RFP (see section 4.2: Values).	3
Describes the organization’s experience in or approach to collaborating in public-private partnerships to integrate programs focused on the prevention of and/or intervention in interpersonal violence in Contra Costa	3



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County. If submitting a collaborative proposal, describe the nature and roles of relationship(s) with the project partners, e.g. Memorandums of Understanding among partner agencies, and any previous activities that have incorporated the expertise of other agencies that may include planning, community education, and service delivery.	
Project Design, Implementation, and Oversight	83
Describes the design of the project and its innovativeness in preventing, intervening in, and/or eradicating interpersonal violence. Explains how the project will add value to the existing work by implementing and/or piloting new or adapted approaches to address unmet needs, support the well-being of all, promote capacity-building, and/or contribute to systems change and collaboration. (See section 4.4: Purpose and Scope of Work). Provides and cites data, research, and/or sources of knowledge supporting the design of the project. (See “Data and Research Justice” in section 4.2: Values).	20
Identifies the overall goal(s) of the project and specific measurable outcome-based objectives with a proposed timeline to fulfill the project goal(s). Describes the activities to be undertaken to implement the project goal(s) and objectives, including providing quarterly progress reports with quantitative and qualitative data.	15
Describes how the organization will evaluate project impact and outcomes. Identifies the ways the organization will measure its performance in reaching the overall goal(s) and objectives and the methods for collecting the information. Identifies the metrics information the organization will use to continuously improve the quality of the project.	15
Describes the outreach/communication methods the organization intends to employ to generate survivor and/or community participation and/or awareness in the project.	11
Describes how the proposed project is based on trauma-informed principles, equity-focused, culturally responsive, and provides meaningful language access as explained in section 4.2: Values.	15
Includes a realistic plan for making the project self-sustainable within a maximum of four (4) to five (5) years of funding. Explains the plan for securing funding and/or the processes in place to sustain the project beyond the life of this funding. The funding source does not have to be currently identified.	7
Project Administration	5
Describes the direct and indirect staff that will operate and support the project (e.g., full time equivalencies, responsibilities, experience, licenses, etc.). Includes an Addendum containing the job descriptions and/or resumes of the Executive Director and Key Program and Fiscal Staff, and an organizational chart illustrating how the proposed project(s) and related services/activities connect with other agency projects and programs.	5
Total available points	100



6.6 Appeals Process

Only Bidders submitting a proposal in accordance with 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 notification 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 appeal request.

All written letters of appeal must state the following:

- The issue(s) appealed;
- How the alleged issue detrimentally effects the appellant; and,
- 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.

Letters of appeal must be sent to:

**EHSD Director
40 Douglas Drive
Martinez, CA 94553**

or via email to: contractbid@ehsd.cccounty.us

Letters of appeals must be sent and received no later than 5:00 p.m. by the tenth (10) business day from the date email is sent of the award status. The appeal will be conducted in accordance with the EHSD process.

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.



6.7 Contract Award and Negotiations

The successful bidders will be expected to promptly enter 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, the actual contract 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 Contractors will be responsible for all services offered in their RFP proposal, whether Contractors perform them directly or through sub-Contractors 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.

The contracting agencies 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.

The contracting agencies receiving funding awarded under this RFP will be responsible for adhering to the then current and applicable County health orders and associated policies.

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.

6.8 Contract Terms and Litigation Warranty

EHSD will negotiate contract terms and agreements with the successful Bidders. Satisfactory performance and delivery of services are conditions of contract renewal. The initial anticipated contract period is from September 1, 2024, through June 30, 2027.

The contracts resulting from this RFP may potentially be renewable for two (2) consecutive years contingent on availability of funds and satisfactory performance for each renewal. Specifically, each Contractor's performance will be assessed upon the conclusion of the third year and, if deemed satisfactory and funds permitting, their contract(s) will be renewed for two (2) years. Funding will not roll over from year to year. Any unused funds will be returned to the County.

By submitting a proposal, Bidders 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 Bidder based on 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 Bidder; however, EHSD reserves the right to evaluate proposal(s) based on facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of EHSD.



SECTION 7: CONTRACTING REQUIREMENTS

7.1 County Contract Requirements

Upon acceptance of a proposal, the successful Bidder(s) will enter a standard County contract that specifies:

Parties to the Contract

Effective Dates Legal Type

Signatories to the Contract

Service Specifications and Provisions for Reporting, Monitoring, and Evaluation

Fiscal Provisions Method of payment to contractor

Provisions for audit

General Conditions Contractors must comply with standard County Contract General Conditions included in this RFP in Appendix 10.1.

Special Conditions, as required.

7.2 Additional Requirements

As applicable, Contractor must submit the required audit as specified in Appendix 10.1, General Conditions, Paragraph 27. Required Audit.

- If a consortium of agencies is submitting a proposal, a lead agency must be responsible for overseeing and monitoring its partners. The lead agency must act as the cognizant fiscal agent for the other partners. Partners must have similar budget requests for similar items. All other service providers requesting funding under the proposal will be required to subcontract with the lead agency.
- 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.
- 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.



7.3 Type of Contract

Contracts will be on a reimbursement basis with monthly billing required. Contractor is required to provide detailed fee for service budgets. All costs reported on monthly and final cost statements shall be supported by appropriate accounting documentation.

7.4 Discrimination and Confidentiality

Discrimination: A Contractor awarded funds under this RFP shall not discriminate against any employee or applicant for employment because of race, sex, gender, age, religion, creed, national origin, ancestry, color, ethnic group identification, gender identity, gender expression, disability (mental or physical), political affiliation, sexual orientation, marital status, medical condition (including pregnancy, childbirth, breastfeeding or related medical conditions), or genetic information. 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.

Confidentiality: Contractor shall use any client information provided by EHSD or by the client, only for the purpose of administering the program. 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 Contractors' awareness of the provisions of California Welfare and Institutions Code Section 10850 and may require that Contractor have employees sign acknowledgment of their understanding of said statute and its provisions.

Any Contractor awarded funds under this RFP must maintain all information gathered pertaining to program clients in a secure environment to ensure the client's right to confidentiality. The Contractor will not release such information to any Third Party who is not directly responsible for management of the client's services, without the prior written consent of the client.

7.5 Monitoring, Reporting and Record Keeping

Monitoring: County, state, or federal staff may conduct routine monitoring of all programs. Representatives of EHSD, 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 clients' case files, attendance records, and financial and bookkeeping records. Clients 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,



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supervisors, instructors, and staff of agencies partnering with the Contractor to ensure provision of agreed-upon services. If contract requirements are not met, termination of contract may be considered after all other corrective action fails to improve grantee's compliance with contract requirements or performance goals. EHSD will conduct financial monitoring reviews of all sub-recipients.

Reporting: Contractor awarded funds under this RFP shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by the 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.

Contractor will be required to provide additional reports as designated in Section 4 Program Description and agreed upon in the resulting contract.

Record Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls. Complete any required State data collection forms as supplied by EHSD. Maintain adequate records of service provision to document compliance with service plan and information on the performance outcomes stated in this RFP.

Contractor will be expected to maintain complete fiscal and accounting records, including, but not limited to, backup documentation to the contract budget, and demonstration of acceptable accounting methods to disburse costs.



SECTION 8: PROPOSAL CHECKLIST

All items listed below shall be completed and included in submittal package at time of submission to County as per the RFP. This list is intended to assist responding organizations. It is the sole responsibility of each responding organization to ensure that their proposal conforms to the requirements of the RFP. Forms are provided in section 9. The Proposal Checklist may be used as a Table of Contents if it includes the relevant proposal page numbers for each section listed on the form.

Proposal File [File #1]

- Proposal Cover Statement (*Form #1*)**
- Table of Contents**
- Project Proposal Narrative**
 - Agency Overview, Qualifications, and Organizational Capacity
 - Project Design, Implementation, and Oversight
 - Project Administration
- Attachments**
 - 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.**
 - Organizational Charts**
 - Job Descriptions and/or Resumes of Executive Director and Key Program and Fiscal Staff.**

Fiscal File [File #2]

- Fiscal Management Narrative**
- Board of Directors Form (*Form #3*)**
- Project Budget and Budget Narrative (*Form #4*)**
- 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 original proposal copy (reference section 5.4).**



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- 1 copy of Bidder's last audited financial statement attached to original proposal copy. (Reference section 5.4.3 for alternate submission requirements if audited financial statements are not available).
- 1 copy of current Agency Budget with revenues and expenses indicated.



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	Budget and Budget Narrative Template



9.1 FORM #1: Proposal Cover Statement

This form must accompany the proposal package when submitted. Only one copy with original signatures is required. Mark "N/A" if any of the fields are not applicable.

PROPOSAL COVER STATEMENT – RFP #1209	
BIDDER ORGANIZATION NAME	
ADDRESS	Bidder Phone
	Bidder Fax
	Web Address
CONTACT PERSON	Contact Phone
	Contact E-mail
	Contact Fax
ADDRESS OF PROJECT (if different than above)	
PROJECT TITLE	
COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)	
AMOUNT OF FUNDING REQUEST	
TOTAL AMOUNT REQUESTED \$ _____	
FEDERAL EMPLOYER NUMBER	501(C)(3) EXEMPTION _____
AGENCY PRIOR YEAR NET OPERATING BUDGET \$ _____	
AUTHORIZATION	
<p><i>We submit the attached response to the Notice of Request for Proposal No. 1209 dated _____ 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></p>	
AUTHORIZED REPRESENTATIVES: (two signatures required)	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____



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.



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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), above signatures are required of only the lead agency. Lead agency will certify that each member of the agency consortium will meet service and fiscal requirements.



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: _____



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9.4 FORM #4: Budget and Budget Narrative Template

9.4 FORM #4: Budget

Contract # TBD

BUDGET TEMPLATE (Fee for Service)				
Fiscal Year:	2024-2027			
Contractor:	AGENCY/ORGANIZATION NAME			
RFI / RFP Number:	1209			
Period From:	3/1/2024	Period To:	6/30/2027	
Total Budget:				
<hr/>				
Services Provided	Rate/Fee	Units/Basis (describe)	Number of Units	Total Budget
<i>Example: Interpersonal Violence Cases (Legal Representation)</i>	2000	cases	5	10,000.00
<i>Example: Advocacy Services for Survivors of Sexual Assault and Human Trafficking (for case management)</i>	1000	months	12	12,000.00
<i>Example: Client Assistance with Interpersonal Violence Issues (or case management)</i>	600	cases	50	30,000.00
<i>Example: Outreach/Tabling Community Events</i>	500	events	12	6,000.00
<i>Example: Shelter Services (emergency beds)</i>	1500	months	12	18,000.00
<i>Example: Training community members or practitioners</i>	650	events	12	7,800.00
<i>Example: Language access (translation of materials)</i>	90	hours	250	22,500.00
<i>Example: Language access (interpretations)</i>	90	hours	250	22,500.00
Example: TOTAL				128,800.00
<hr/>				
Services Provided	Rate/Fee	Units/Basis	Number of Units	
1				-
2				-
3				-
4				-
5				-
6				-
7				-
8				-
9				-
10				-
11				-
12				-
13				-
14				-
15				-
			Total Budget	-
Total budget				-
must be zero				-



SECTION 10: APPENDICES

10.1 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, Sub-Contractor.** 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



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such subcontract, the sub-Contractor 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 sub-Contractor 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.



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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.
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



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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, sub-Contractors, 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,



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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



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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



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sub-Contractors, 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,



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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.