



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT

REQUEST FOR PROPOSAL (RFP) 1213
Establishing a County Food Security Service Funding Collaborative

The Contra Costa County Employment and Human Services Department (EHSD) is pleased to announce **Request for Proposals (RFP) #1213**. EHSD is seeking Bidders that will design, implement and manage services aimed to increase food security in Contra Costa County. Potential bidders should have knowledge and experience with providing food distribution services, refrigerated food storage, reducing and eliminating gaps associated with availability of culturally diverse foods and maintaining relationships and subcontracting with community-based organizations (CBO). This project aims to support community-based organizations by addressing existing needs in food distribution and access through collaboration, resource sharing and strategic partnerships. These RFP Food Security needs were identified by community-based organizations during public listening sessions that were held by EHSD earlier this year. This RFP will seek an awardee with the opportunity to subcontract with other organizations to fulfill the food security needs related to access, impact and sustainability for food distribution.

Funding consists of Measure X funds. The total amount of funds available are \$1,637,280 for a one-time allocation for the first year in addition to the ongoing annual allocation of \$737,280. The total maximum individual award amount is \$737,280 per fiscal year (depending on availability).

This RFP is the process by which the County will solicit proposals to enter contracts with selected Bidders for an initial thirty-six (36) month term. 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 Bidders' Conference Webinar
Scheduled for:

Date: Thursday, November 7, 2024

Time: 10:00 am to Noon

Attendance at the Bidders' Conference is not required for a proposal to be considered. Agencies interested in attending the virtual Bidders' Conference must register at the following address: <https://attendee.gotowebinar.com/register/7278069228753788766>

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



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Questions about RFP 1213 must be submitted in writing to
contractbid@ehsd.cccounty.us

Questions will be accepted through close of Bidders' Conference, **Thursday,
November 7, 2024.**

Responses to all questions will be published on the EHSD website at
<https://ehsd.org/vewiew/contracting-opportunities/> on Friday, **November 15, 2024.**

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

Final proposal submission will be due
by 5:00 pm on Monday, December 9, 2024

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



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SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP) 1213

Establishing a County Food Security Service Funding Collaborative

The Contra Costa County Employment and Human Services Department (EHSD), announces its **Request for Proposals (RFP)**. EHSD is seeking Bidders that will design, implement and manage services aimed at increasing food security in Contra Costa County. Bidders should have knowledge and experience with providing food distribution services, refrigerated food storage, reducing and eliminating gaps associated with availability of culturally diverse foods and maintaining relationships and subcontracting with community-based organizations (CBO).

Funding consists of Measure X funds. The total amount of funds available is \$1,637,280 for a one-time allocation for the first year in addition to the ongoing annual allocation of \$737,280. The total maximum individual award amount is \$737,280 per fiscal year depending on availability. The County has the ability to award selected Bidders a thirty-six (36) month contract with the possibility for a twenty-four (24) month contract renewal based upon satisfactory performance, available funding, and service need.

Bidders' proposals are due by **Monday, December 9, 2024, 5:00 pm** without exception. For complete **RFP 1213** details including information regarding the recommended Bidders' Conference Webinar, and RFP proposal submission requirements, please visit the EHSD website: <https://ehsd.org/overview/contracting-opportunities/>



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SECTION 2: TIMELINE

<u>Event/Location</u>	<u>Date</u>
RFP Published & Announced	October 24 – 26, 2024
Question Submittal Period	October 28, 2024 through close of Bidder's Conference
Recommended Bidders' Conference Webinar	Thursday, November 7, 2024 10:00 am - Noon
Responses to RFP Questions Published by EHSD	Friday, November 15, 2024
RFP Proposal Response Submission Due Date	Monday, December 9, 2024 By 5:00PM PST
EHSD Compliance Review and Evaluation	Completed by December 13, 2024
EHSD Fiscal Review and Evaluation	Completed by December 23, 2024
Division Committee Review and Evaluation (2 weeks)	Completed by January 10, 2025
Award Letter Notification	January 13, 2025
Appeal Period (10 business days after Award Letter issuance)	January 27, 2025
Contract Negotiation and Processing	February 2025
Board of Supervisors' Authorization of Contracts over \$200,000	April 2025
Anticipated Contract Start Date	July 1, 2025

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 1213" in the subject line, by 10:00 am, November 7, 2024. Responses to questions will be posted on EHSD website under "RFP 1213" by November 15, 2024.**



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SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

3.1 Solicitation

The purpose of this Request for Proposals (RFP) is to identify and fund qualified agency(ies) that will design, implement and manage services aimed to increase food security in Contra Costa County. Bidders should have knowledge and experience with providing food distribution services, refrigerated food storage, reducing and eliminating gaps associated with availability of culturally diverse foods and maintaining relationships or subcontracting with community-based organizations (CBO). This project(s) aims to support community-based organizations by addressing existing gaps in food distribution and access through collaboration, resource sharing and strategic partnerships. 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 services required, 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 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. Collaborative proposals are highly encouraged, but only one agency may submit the proposal as the Bidder and will act as the fiduciary and Contractor with the County if selected. If submitting a collaborative proposal, the agency submitting the application should describe the nature and roles of relationship(s) with program partners, e.g. the existence and description of 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.

To qualify, a Bidder must demonstrate skills, experience, and capacity to deliver the program(s) and related services proposed. 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 Bidder



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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.

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**).

3.3 Bidders' Conference

To attend recommended/optional Bidders' Conference Webinar, please register at the following website address:

<https://attendee.gotowebinar.com/register/7278069228753788766>

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

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

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

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

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

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

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

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



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3.4 Estimated Funding and Contract Period

Funding consists of Measure X funds.

- Total funding available: \$1,637,280 for a one-time allocation for the first year in addition to the ongoing annual allocation of \$737,280; for three (3) years contingent on available funds.
- Bidders may request up to a maximum of \$737,280 per fiscal year.

The initial contract period will be a thirty-six (36) month standard contract for up to a total of \$737,280. 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 according to a fee for service budget schedule subject to changes at the discretion of EHSD during contract negotiations. Upon bid award and contract execution, the Contractor must issue a monthly invoice specifying the services/activities provided and related fee(s). All contracts are subject to funding availability. Contract may be cancelled in accordance with Contra Costa contract policy.

3.5 Questions about RFP

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

Questions about this RFP must be submitted by **November 7, 2024**, by close of Bidders' Conference, via e-mail to contractbid@ehsd.cccounty.us with "RFP 1213" in the subject line. Responses to the questions will be posted on the EHSD website in the "Contracting Opportunities" page under "RFP 1213" by **November 15, 2024**. **No programmatic questions will be accepted after the close of the Bidders' Conference.** RFP process related questions will be accepted and can be sent via email to contractbid@ehsd.cccounty.us.

3.6 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 EHSD Staff to provide information regarding this RFP to any Bidder.



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3.7 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.

3.8 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.



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SECTION 4: PROGRAM/PROJECT DESCRIPTION

4.1 General Information about Measure X

Measure X is a countywide 20-year, ½ cent sales tax approved by Contra Costa County voters on November 3, 2020. Collection of the tax began on April 1, 2021. The ballot measure language stated that the intent of Measure X is “to keep Contra Costa’s regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services.”

The Contra Costa County Board of Supervisors has approved Measure X funds to address food security.

4.2 Values

EHSD is interested in supporting projects that prioritize the following core values: promote organizational excellence, deliver exceptional customer service, openly communicate, embrace change, practice ethical behavior and respect diversity.

Equity-Focused Approach: Food insecurity happens in ways that intersect with race, ethnicity, national origin, disability, immigration status, gender identity and expression, and other identities, which may impede access to services. EHSD seeks to lift the visibility, participation, and voices of those disproportionately and/or historically marginalized and under-recognized. This includes those who identify as Black and Latinx residents. Additional areas of focus include residents with mental health needs, indigenous people, Asian American/Pacific Islander American residents, seniors, disabled people, children and youth (prenatal to adult), immigrants, unsheltered and homeless residents, rural communities, LGBTQ+ residents, and poor people.

Meaningful Language Access: Food security strategies should embody our principle of inclusion: Support the accessibility needs of all participants to the extent feasible, including language access (interpretation and translation), technical support, and visual/audio support.

4.3 Purpose and Scope of Work

Contractors are successful Bidders. The purpose of this RFP is to identify and engage qualified bidders to design, implement, and manage comprehensive services that enhance food security across Contra Costa County by strengthening the capacity of CBOs, reducing and eliminating critical gaps in food distribution and access, promoting collaboration, resource sharing and the development of strategic partnerships and shared space. The selected Contractor(s) will demonstrate expertise in managing large food distribution projects, ample refrigerated food storage space, and experience reducing and eliminating gaps associated with availability of culturally diverse food access and building



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effective partnerships with CBOs as well as potential donors.

Project(s) will add value to the existing food distribution work performed by CBOs by creating a collaborative space for CBOs to use and to support each other to better address unmet needs, promote capacity-building, contribute to collaborations to fill additional needed gaps.

EHSD is seeking bidders to address the themes identified during listening sessions held earlier this year related to access, impact and sustainability in food distribution:

- Access:
 - Culturally diversified food options
 - Flexible food distribution locations/hours including food lockers for the community use
 - Food delivery models
 - Diversified delivery of food
 - Expanded food options for dietary needs including availability of spices & cooking oils
- Impact:
 - Space: Ample storage needs including refrigeration
 - Additional staffing
 - Equipment
 - Cross sector strategy
- Sustainability:
 - Education
 - Proactive preparation
 - Centralized food lockers for CBOs to use

Some identified needs are:

- Refrigerated Storage: Collaborative space where various CBOs can store food donations including perishables.
- Food Lockers: Locations throughout the county where community members can pick up food during nontraditional hours.
- Culturally diverse foods: Identifying and cultivating relationships with potential donors of spices, cooking oils and culturally diverse food options such as tortillas, naan bread, masa flour, curry, cumin, olive oil, corn oil, etc.



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4.4 Project Monitoring and Evaluation

EHSD will actively monitor the project(s) 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 EHSD as requested;
3. Cooperate with the collection of fiscal, administrative, and service data as requested by the EHSD, which may require active collaboration and cooperation with other agencies providing similar service;
4. Utilize web-based database and data reporting tools (minimum Excel format), as required by EHSD, 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 EHSD may request; and
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 EHSD.



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SECTION 5: REQUIRED PROPOSAL FORMAT

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

5.1 General Submittal Requirements

Electronic Submission – RFP Proposal Submissions are accepted via **EHSD.org website only** at <https://ehsd/overview/contracting-opportunities/>

Submissions **must be separated into two (2) files** – first file for the bidder proposal and the second file for the bidder's financial documents.

- **File #1:** Save as "RFP 1213 -*Bidder Name*-Proposal". This file must contain bidder 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 1213 -*Bidder 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 inform you that your bid has been sent. An email will be sent to the provided email address. **DO NOT** email files to EHSD.

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

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

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

A proposal may be withdrawn in person by a bidder's authorized representative prior to **12:00 p.m. on Monday, December 9, 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 withdrawal of the proposal.



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Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist (Section 8). Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

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

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

RFP submission deadline is Monday, December 9, 2024, by 5:00 pm, with no exceptions.

EHSD 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

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

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

Proposals should be without expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the proposal. Information on evaluation criteria and weight factors are included in this RFP packet.

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 (Section 8) and included in this RFP, must be completed fully and incorporated into the submitted proposal package.



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

5.4 Proposal Package

Assemble and arrange each proposal in the order reflected on the Proposal 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.

1. Proposal Cover Statement (Form #1)

This must be the first page of every proposal. The Proposal Cover Statement with original signatures of the bidder's Board of Directors' President and Executive Director must be attached to the original proposal and must precede the narrative. Complete the Proposal Cover Form. Officials authorized to bind the entity must sign. Do not place anything in front of this page.

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.

3. Project Proposal Narrative (maximum of 20 pages)

Maximum of **twenty (20) pages** excluding proposal cover statement, table of contents, fiscal management narrative, program budget, budget narrative, fiscal attachments, and attachments.

A. Agency Overview, Qualifications, and Organization Capacity (3-page max., 12 points possible)

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 Form #3, Board of Directors.
2. Describe the organization's experience in or approach to collaborating in public- private partnerships to integrate programs focused food security in Contra Costa County. If submitting a collaborative proposal, describe the nature and roles of relationship(s) with program partners, e.g. Memorandums of Understanding among partner agencies, and any



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previous activities that have incorporated the expertise of other agencies that may include planning, community education, and service delivery.

3. Describe the organization's experience in and/or approach to reaching the disproportionately and/or historically marginalized and under-recognized populations in Contra Costa County as listed in this RFP (see section 4.2 Values).

Attach Statement of Qualifications (Form #2) in the Attachments as indicated in the Proposal Checklist in section 8.

Attach Board of Directors (Form #3) in Attachments as included in the Proposal Checklist in section 8.

Attach agency brochure, if applicable, in Attachments as indicated in the Checklist in section 8.

B. Project Design, Implantation, and Oversight (15-page max., 83 possible points)

1. Describe the design of the project and its innovativeness in preventing, intervening in, and/or eradicating food insecurity. 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.
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 food security service organizations and community participation and/or awareness of this project.



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5. Describe how the proposed project is based on food security-informed principles, equity- focused, culturally responsive, and provides meaningful language access as explained in Section 4.2 Values.

C. **Project Administration** (2-page max., 5 points possible)

1. Describe the direct and indirect staff that will operate and support the (e.g., full time equivalencies, responsibilities, experience, licenses, etc.).
2. Include an organizational chart illustrating how the proposed project(s) and related services/activities connect with other agency projects and programs. **Place organizational chart in the Attachments** as indicated in the Checklist, Section 8.
3. Include job descriptions and/or resumes of the agency's Executive Director and key program staff. **Place job descriptions and/or resumes in the Attachments** as indicated in the Checklist, Section 8.

4. **Fiscal Management Documentation, Narrative, and Budget**

- A. 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 system
- B. 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.
- C. Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies in the "**Fiscal Attachments**" section referenced in the Proposal Checklist.
- D. Submit copy of current Agency Operating Budget with revenues and expenses indicated.
- E. 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



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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.

5. Project Budget and Budget Narrative

- A. 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 a three (3) year period. Budgets should reflect common business practices and be adequate to ensure the success of the proposed project. **Check calculations.**
- B. The Budget and Budget Narrative Template should be completed so that the "Services Provided" line item shows all 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.).

6. Attachments

See Section 8 Proposal Checklist for complete list of Attachments.

7. Fiscal Attachments

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



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SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD

6.1 Evaluation Process

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

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, in order to be competitive, should include all of the requested information, all sections awarding points, completed forms, and attachments. Proposals that do not follow the Required Proposal Format found in Section 5 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 in 6.2 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



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complete available. The Fiscal portion of the Proposal containing financial statements will be forwarded to the EHSD Fiscal Department for review and evaluation.

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

RFP Scoring Methodology/Rating Sheet	Available Points
Company Solvency	50
Adequate Company Accounting Systems and Internal Controls	50
Total available points	100

- **Scoring Criteria**

(1) Company Solvency – Max. 50 points

- a. Assesses financial position of the and results of operations including the source of cash flow from operations, financing, and investments. Provides evidence to ensure there is sufficient cash to operate business for 45 days and the availability of the Line of credit. Illustrates the Ratio of Short-Term Assets to Short-Term Liability: Current Assets/Current Liabilities. Illustrates the Debt to Total Assets Ratio.
- b. Identifies if there is any contingent liability noted in the financial statements and if there is an “emphasis of matter” opinion. Identifies if the agency is subject to the Single Audit requirement, and does the agency have federal compliance findings.

(2) Adequate Company Accounting Systems & Internal Controls and Ability to Administer Financial Systems – Max. 50 points

Identifies if the company submitted a description of its fiscal system including responsibilities of the Board of Directors, Executive Director and staff in fiscal management and fiscal procedures and policies as required by the RFP.



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6.4 Bureau Committee Review

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

The Bureau Review Committee may be comprised of Employment and Human Services Department Staff, community-based organization staff, private for-profit corporation staff, public sector representatives, technical experts, and/or community members not applying for the funding. Members of the Bureau Review Committee will be required to sign an impartiality statement.

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



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6.5 Scoring Methodology

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

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 implementing programs and services relevant to the strategy(ies) food security described in this RFP for which the agency is seeking funding, including the number of years of experience the organization has been providing the service being proposed. If applicable, provide the name of the agency with whom the Bidder has a contract for the relevant or similar service being proposed.	3
Describes the organization’s experience in and/or approach to reaching the 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 food insecurity 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.	3
Project Design, Implementation, and Oversight	83
Describes the design of the project and its innovativeness in preventing, intervening in, and/or eradicating food insecurity. 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.	20



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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.	20
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.	17
Describes the outreach/communication methods the organization intends to employ to for community participation and/or awareness in the project.	11
Describes how the proposed project is based on equity-focused, culturally responsive, and provides meaningful language access as explained in section 4.2: Values.	15
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

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

All bidders will receive an emailed notice from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request to **EHSD Director, 40 Douglas Drive, Martinez, CA 94553** or electronically to contract_clerk@ehsd.cccounty.us no later than 5:00 pm on the 10th business day after award notification. The appeal will be conducted in accordance with the EHSD process.

All written letters of appeal must state the following:

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



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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:

Employment and Human Services Department Director
40 Douglas Drive
Martinez, CA 94553

Or via email to contract_clerk@ehsd.cccounty.us, no later than 5:00 p.m. on the 10th business day after date of award notification.

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

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

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

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

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



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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.

6.8 Contract Terms and Litigation Warranty

EHSD will negotiate contract agreements with the successful Bidders. Satisfactory performance and delivery of services are conditions of contract renewal. The initial anticipated contract period is a thirty-six (36) month period.

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.



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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. For general conditions, contractors must comply with standard County Contract General Conditions included in this RFP in Appendix 10.1 and 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



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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.

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, supervisors, instructors, and staff of agencies collaborating with the contractor to ensure provision of agreed-upon services. In the event that 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 subrecipients.

Reporting: Contractor 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 agreed-upon in the resulting contract

Record Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls as well as complete any required State data collection forms as supplied by EHSD. Contractor is to 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.



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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.

Proposals must be submitted in the following order with documents as described (unless otherwise noted).

Proposal File [File #1: Save as "RFP1213"-Agency Name-Proposal"]

- 1. Proposal Cover Statement (*Form #1*)**
- 2. Table of Contents**
- 3. Project Proposal Narrative**
 - Agency Overview, Qualifications, and Organizational Capacity (3-page max)
 - Project Design, Implementation, and Oversight (15-page max)
 - Project Administration (2-page max)
- 4. Attachments**
 - Organizational Chart** (Include with Proposal)
 - 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.**
 - Board of Directors Form (*FORM #3*)**
 - Job Descriptions and/or Resumes** of Executive Director and key Program and Fiscal Staff
 - Organization Brochure** (as available)
 - References**



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Fiscal File [File #2: Save as "RFP1213-Agency Name-Financials"]

- Fiscal Management Narrative**
- Project Budget and Budget Narrative (*FORM #4*)**

- Fiscal Attachments**
 - Copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).
 - Copy of bidder's manual of fiscal procedures and policies, *if available*.
 - Copy of bidder's most recent audit including any applicable corrective action plans. 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.
 - Copy of current Agency Budget with revenues and expenses indicated.



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SECTION 9: REQUIRED FORMS

*All forms must be completed and attached to submitted proposals.
Electronic templates are posted on EHSD website under "RFP 1213" in "Contracting Opportunities".*

	<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



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9.1 FORM #1: Proposal Cover Statement

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

PROPOSAL COVER STATEMENT – RFP 1213	
BIDDER ORGANIZATION NAME	
ADDRESS	Bidder Phone
	Web Address
CONTACT PERSON	Contact Phone
	Contact E-mail
ADDRESS OF PROGRAM (if different than above)	
PROGRAM TITLE Establishing a Food Security Service Funding Collaborative	
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 <i>We submit the attached response to the Notice of Request for Proposal No.1213 dated <u>November</u>, <u>2025</u> 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>	
AUTHORIZED REPRESENTATIVES: (two signatures required)	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____



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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), each agency involved must complete this form.



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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: Program Budget - Budget and Budget Narrative Template

BUDGET TEMPLATE (Fee for Service)

Fiscal Year: 2024-2027
 Contractor: AGENCY/ORGANIZATION NAME
 RFI / RFP Number:
 Period From: 7/1/2024 Period To: 6/30/2027
 Total Budget:

	Services Provided	Rate/Fee	Units/Basis (describe)	Number of Units	Total Budget
	<i>Example: Storage rental fees</i>	2000	months	5	10,000.00
	<i>Example: Packing supplies</i>	50	units	25	1,250.00
	<i>Example: Utilities</i>	600	monthly	12	7,200.00
	<i>Example: Outreach/Tabling Community Events</i>	500	events	12	6,000.00
	<i>Example: Printing materials</i>	500	months	12	6,000.00
	<i>Example: Training community members or practitioners</i>	400	events	12	4,800.00
	<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				80,250.00
1					-
2					-
3					-
4					-
5					-
6					-
7					-
8					-
9					-
10					-
11					-
12					-
13					-
14					-
15					-
				Total Budget	-
				Total budget	-
				must be zero	-



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SECTION 10: APPENDICES

10.1 GENERAL CONDITIONS

1. **Compliance with Law**. Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.
2. **Inspection**. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated there under, 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



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expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges there under.

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 or 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 shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification



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prepared pursuant to this Section will operate as an amendment to, or be considered 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 of 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. This Contract may be modified or amended 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



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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 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 be 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, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with the County. Contractor covenants that Contractor, its employees and officials, are not now employed by the County and have not been so employed by the 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



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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, or 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, published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify the County for the portion 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



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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 the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or



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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 and Rights in Data**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and the Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce,



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publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

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

27. **Required Audit**.

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



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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.