



REQUEST FOR PROPOSAL

COMMUNITY ASSESSMENT

RFP # 1231

ISSUE DATE: December 26, 2025

PROPOSAL DUE DATE: January 30, 2026
no later than 5:00 PM PST

**CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU
40 DOUGLAS DRIVE
MARTINEZ, CALIFORNIA 94553**



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

The Contra Costa County Employment and Human Services Department (EHSD) Community Services Bureau (CSB) is pleased to announce Request for Proposal (RFP) 1231. This RFP is seeking a qualified agency to prepare an annual Community Assessment report to support our work in Contra Costa County. The report is a requirement of our federal Head Start grant and Community Services Block Grant (CSBG) to help inform and guide our work annually. Final report to include executive summary, narrative, tables, visualizations, and sources. Data to be analyzed using descriptive, inferential, and predictive methods.

Program funding is for the initial period of July 1, 2026 through June 30, 2029. Program funding is currently anticipated to be up to \$100,000 (expecting to range between \$25,000 – \$40,000 per year). Contra Costa County (the County) has the ability to award the successful Bidder a three (3) year contract with up to one (1) optional three-year renewal contract based upon satisfactory performance, available funding, and service need.

Please read this entire packet carefully.

**Final proposal submission will be due
by 5:00 pm PST on Friday, January 30, 2026**

Questions about RFP 1231 or the County's procurement process must be submitted in writing to contractbid@ehsd.cccounty.us. Questions will be accepted through January 16, 2026 at 5:00PM PST.

All comments and inquiries received will be posted publicly along with the response on Friday, January 23, 2026 at: <https://ehsd.org/overview/contracting-opportunities/> under this RFP.

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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

TABLE OF CONTENTS

SECTION 1: LEGAL NOTICE	4
SECTION 2: TIMELINE	5
SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION	6
3.1 Solicitation.....	6
3.2 Qualified Bidders.....	6
3.3 Estimated Funding	6
3.4 Questions about RFP	7
3.5 Ex Parte Communication	7
3.6 Right to Amend or Cancel	7
3.7 Restriction and Disclosure	7
SECTION 4: PROGRAM DESCRIPTION	9
4.1 General	9
4.2 Scope of Work	10
4.3 Minimum Qualifications	15
SECTION 5: REQUIRED PROPOSAL FORMAT	16
5.1 General Submittal Requirements	16
5.2 Formatting Requirements.....	17
5.3 Required Documents	18
5.4 Proposal Outline	18
5.5 Proposal Checklist	21
SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD	23
6.1 Evaluation Process	23
6.2 Compliance Review	23
6.3 Fiscal Review.....	23
6.4 Bureau Committee Review	24
6.5 Scoring Methodology & Selection of Service Provider	24
6.6 Appeals Process	25
6.7 Contract Award and Negotiations.....	25
6.8 Contract Terms and Litigation Warranty.....	26
SECTION 7: CONTRACTING REQUIREMENTS	27
7.1 County Contract Requirements	27
7.2 Additional Requirements	27
7.3 Type of Contract	27
7.4 Discrimination and Confidentiality	28
7.5 Monitoring, Reporting and Record Keeping	28
SECTION 8: REQUIRED FORMS	30
8.1 FORM #1: Proposal Cover Statement.....	31
8.2 FORM #2: Statement of Qualifications	32
8.3 FORM #3: Program Budget	34
SECTION 9: APPENDICES.....	35
9.1 GENERAL CONDITIONS	38



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP) 1231

COMMUNITY SERVICES BUREAU

COMMUNITY ASSESSMENT

The Contra Costa County Employment and Human Services Department (EHSD), Community Services Bureau (CSB), announces the issuance of **Request for Proposal (RFP) 1231** for a qualified agency to prepare an annual Community Assessment report to support our work in Contra Costa County. Final report to include executive summary, narrative, tables, visualization, and sources. Data to be analyzed using descriptive, inferential, and predictive methods.

Program funding is for the initial period of July 1, 2026 through June 30, 2029. Program funding is currently anticipated to be up to \$100,000 (expecting to range between \$25,000 – \$40,000 per year). Contra Costa County (the County) has the ability to award the successful Bidder a three (3) year contract with up to one (1) optional three-year renewal contract based upon satisfactory performance, available funding, and service need.

Proposals are due by **Friday, January 30, 2026, 5:00pm PST** without exception.

For complete RFP details and submission requirements, a copy of the RFP is available on the EHSD website: <https://ehsd.org/overview/contracting-opportunities/> or by calling (925) 608-4969.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

SECTION 2: RFP 1231 TIMELINE

<u>Event/Location</u>	<u>Date</u>
RFP Published & Announced	December 26, 2025
Questions about RFP due to EHSD (e-mail)	January 16, 2026 By 5:00 pm PST
Responses about RFP from EHSD (published)	January 23, 2026
Deadline for RFP Submission to EHSD	Friday, January 30, 2026 By 5:00 pm PST – No Exceptions
Compliance Review	February 2-4, 2026
Fiscal Review	February 5-13, 2026
Bureau Committee Review	February 16-27, 2026
Award Letter Sent	March 2, 2026
Appeal Period (10 business days)	March 3-17, 2026
Contract(s) Negotiations / Development	March-April 2026
Board of Supervisors' Authorization	May 2026
Contract Start Date	July 1, 2026

*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



**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

SECTION 3: REQUEST FOR PROPOSAL 1231 GENERAL INTRODUCTION

3.1 Solicitation

The purpose of this Request for Proposal (RFP) is to identify and fund a qualified agency that has interest, experience, and expertise in preparing an annual Community Assessment report for Contra Costa County.

The successful respondent(s) will be expected to work closely with EHSD staff to plan for and deliver the Community Assessment report. The successful respondent(s) will be expected to demonstrate knowledge about and experience with community assessments and preferably Contra Costa County communities, population, resources, and needs. Final report to include executive summary, narrative, tables, visualizations, and sources. Data to be analyzed using descriptive, inferential, and predictive methods.

3.2 Qualified Bidders

Eligible bidders are agencies that on their own, or in formalized partnership with other agencies, have adequate controls and personnel to provide a Community Assessment as defined in **Section 4**.

Should a consortium or collaboration of agencies respond to this RFP, the proposal must clearly demonstrate that all contractual responsibility (i.e. administration, coordination, implementation, and performance) rests solely with one legal entity and that the proposed arrangement would enable the Bidder to provide timely, efficient, and quality services.

3.3 Estimated Funding

The County anticipates awarding one (1) three (3) year standard contract to one (1) selected agency. Funds available through federal funding (Head Start, Early Head Start, and Community Services Block Grant) will support the contract, supplemented with state funding for early childhood education services if needed and available. EHSD will administer these funds.

Program funding is currently anticipated to be up to \$100,000 (expecting to range between \$25,000 – \$40,000 per year). We anticipate higher costs for the first year of the award to develop tools and processes that can be used for efficiency and cost-savings in the following years.

The initial contract period is from July 1, 2026 through June 30, 2029 and the contract resulting from this RFP may potentially be renewable for up to one (1) optional three-year contract based upon satisfactory performance, available funding, and service.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

3.4 Questions about Comments

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 January 16, 2026 at 5:00 p.m. PST, via e-mail to contractbid@ehsd.cccounty.us with "RFP 1231" in the subject line. Responses to the questions will be posted on the EHSD website in the "Contracting Opportunities" page under "RFP 1231" by January 23, 2026. **No programmatic questions will be responded to if received after the January 16, 2026 deadline.** After the deadline, only RFP process related questions will be accepted and can be sent via email to contractbid@ehsd.cccounty.us.

3.5 Ex Parte Communication

The County will enforce the prohibition on ex-parte communication during this RFP process. Ex-parte communication restricts RFP bidders from contacting members of CSB, EHSD, or the County to provide information regarding this RFP to any Bidder. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents, or contractors involved in or connected with this RFP process.

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 award a contract or to procure a contract for services. This RFP is in no way an agreement, obligation, or contract between EHSD and any applicant. This RFP does not commit the EHSD to accept any proposal, nor is the County responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

The 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 the County.

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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

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 the County 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 the EHSD released data unless the County receives a request for information previously marked and identified by Bidder as confidential or proprietary. If the County receives a request for release of such previously marked and identified confidential or proprietary information, the EHSD will notify Bidder of such request to allow Bidder to challenge such request consistent with applicable law.



**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

SECTION 4: PROGRAM DESCRIPTION

4.1 General

The Employment and Human Services Department (EHSD) partners with the community to deliver quality services to ensure access to resources that support, protect, and empower individuals and families to achieve self-sufficiency. Within EHSD, the Community Services Bureau (CSB) supports individuals and families to thrive as contributing members of the community by providing high quality services and learning opportunities. CSB is a Head Start and Early Head Start grantee and the Community Services Block Grant (CSBG) contractor for Contra Costa County.

A core component of CSB's services is the early childhood education (ECE) program, which includes federally funded Head Start programs (also known as Early Head Start for ages zero to three (0-3) and Head Start for ages three to five (3-5) and state funded ECE programs). The Head Start program requires grantees to conduct a comprehensive community assessment at least once (1) over the five (5)-year grant period and annually review and update if any significant changes are needed (Head Start Program Performance Standards (HSPPS) §1302.11(b)). The community assessment should inform the annual grant application and management approaches for continuous quality improvement, program goals, and ongoing oversight.

HSPPS §1302.11(b) details the purpose of the community assessment and required data (see Scope of Work) and suggested approaches. The Head Start website provides several resources on Community Assessment planning and implementation. We recommend bidders review the following to help inform their proposals:

- Community Assessment: The Foundation for Program Planning in Head Start – <https://headstart.gov/program-planning/community-assessment-foundation-program-planning-head-start/download-community-assessment>
- Community Assessment: Building Responsive Programs – <https://headstart.gov/program-planning/learning-new-leaders/community-assessment-building-responsive-programs>

The National Community Action Partnership (NCAP) website provides resources for conducting community assessments to meet the needs of agencies funded by the Community Services Block Grant:

- Community Needs Assessment Resource Guide – https://communityactionpartnership.com/publication_toolkit/community-needs-assessment-resource-guide/



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

4.2 Scope of Work

The successful bidder will be expected to work closely with EHSD staff to plan for and deliver the annual Community Assessment Report.

We anticipate an annual timeline of approximately seven (7) months from July to January to have the product needed for our annual Head Start application process in early January. We would like to review draft versions of the report in November and December but anticipate extending the due date of final report into January due to the end-of-year holidays.

	Key Activities
July	Annual kick-off meeting Develop and finalize Data Collection and Analysis Plan
August	Data collection and analysis
September	
October	Prepare draft Community Assessment Report
November	Review and finalize Community Assessment Report
December	
January	

The Community Assessment Report needs to address the following evaluation topics to inform our ECE and CSBG programs planning and design:

Early Childhood Education (children aged 0-5 years old and pregnant women) (HSPPS 1302.11(b)(1)):

1. Identify populations most in need of early childhood education services including prevalent social or economic factors, challenges, and barriers experienced by families and children.
2. Inform the program's design and ensure equitable, inclusive, and accessible service delivery that reflects the needs and diversity of the community.
3. Inform the enrollment, recruitment, and selection process to prioritize the enrollment of those populations with relevant circumstances identified in evaluation topic #1.
4. Identify strengths and resources in the community that can be leveraged for service delivery, coordination, and partnership efforts for education, health, nutrition, and referrals to social services to eligible children and families.
5. Identify the communication methods and modalities available to the program that best engage with prospective and enrolled families in accessible ways.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

Community Services Block Grant (Organizational Standards):

1. Current data specific to poverty and its prevalence related to gender, age, race, and ethnicity for the service area (Contra Costa County).
2. Identify the causes and conditions of poverty and the needs of the communities assessed. The conditions of poverty may include items such as numbers of homeless, free and reduced school lunch statistics, SNAP participation rates, etc. The causes of poverty may include items such as lack of living wage jobs, lack of affordable housing, low education attainment rates, etc.
3. Collect robust data that assesses the community's needs and resources that include (a) qualitative and quantitative sources, (b) data directly from low-income individuals, and (c) data from key sectors in the community (i.e., community-based organizations, faith-based organizations, private sector, public sector, and educational institutions).

Contra Costa County Overall:

Identify the geographic, economic, and demographic features of our service area (Contra Costa County) that includes full community data. Data should be disaggregated to the extent possible by Supervisorial district and other key geographic locations in Contra Costa County. See #13 in table below on data requirements for additional details.

The successful bidder is expected to:

1. Prepare for and facilitate an **annual kick-off meeting** with EHSD staff, including reviewing a **draft Data Collection and Analysis Plan**. The meeting should include plans for data collection, timeline for ongoing check-in meetings, and a timeline for product development. The bidder is expected to capture notes on key decisions and share follow up documentation to ensure everyone has the same understanding of expectations.
2. Facilitate **ongoing check-in meetings** throughout data collection, analysis, and product development. The bidder is expected to capture notes on key decisions and share follow up documentation to ensure everyone has the same understanding of expectations.
3. Produce a **final Data Collection and Analysis Plan** for EHSD staff to approve. The data collection and analysis plan should include the data sources to be used, any interview scripts or surveys being used, timeline, analysis strategies, and a



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

template for the report. Final report to include executive summary, narrative, tables, visualizations, and sources. Data to be analyzed using descriptive, inferential, and predictive methods.

4. **Gather data** from a variety of sources to include but not limited to primary (e.g., interviews, surveys) and secondary data sources (e.g., US Census Bureau, existing EHSD data tracking and surveys). Include both qualitative and quantitative data sources. See table below for expected data elements.

Definitions:

- Eligible children: Including children between the ages of 0 to 5 years old who could be eligible for Early Head Start and Head Start services.
- 12 Bay Area Counties: Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma Counties

Data	Requirement
<p>1. Demographic data of eligible children and their families, including:</p> <ul style="list-style-type: none">• Race and ethnicity• Gender• Age• People living in poverty (defined by federal poverty level, California state median income, and California Self-Sufficiency Standard)• People experiencing homelessness in collaboration with, to the extent possible, McKinney-Vento Local Education Agency Liaisons• Children in foster care• Children with disabilities, including types of disabilities and relevant services and resources provided to these children by community agencies• Languages they speak• Supervisorial districts and other geographic locations	<p>Office of Head Start HSPPS 1302.11(b)(2)</p>



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

2.	The education, health, nutrition, and social service needs of eligible children and their families, including prevalent social or economic factors, challenges, and barriers to program participation such as transportation needs	Office of Head Start HSPPS 1302.11(b)(2)
3.	Typical work, school, and training schedules of parents with eligible children	Office of Head Start HSPPS 1302.11(b)(2)
4.	Other child development, child care centers, and family child care programs that serve eligible children, including home visiting, publicly funded State and local preschools, and the approximate number of eligible children served and their ages	Office of Head Start HSPPS 1302.11(b)(2)
5.	Resources that are available in the community to address the needs of eligible children and their families, especially transportation resources, and culturally appropriate and responsive supports	Office of Head Start HSPPS 1302.11(b)(2)
6.	Strengths of the community related to early childhood education	Office of Head Start HSPPS 1302.11(b)(2)
7.	Gaps in community resources in areas relevant to addressing the needs of eligible children and their families such as gaps in health and human services, housing assistance, food assistance, employment assistance, early childhood development, and social services	Office of Head Start HSPPS 1302.11(b)(2)
8.	Data on poverty (e.g., federal poverty levels, housing, food scarcity) disaggregated by gender, age*, race, and ethnicity. Data needs to come from both primary (e.g., interviews or surveys from populations we serve) and secondary (e.g., Census Bureau, Community Commons) sources.	CSBG Organizational Standards 3.2
*Age for this data includes full range of ages in our communities, up to and including seniors.		
9.	Data directly from low-income individuals regarding the needs of the community	CSBG Organizational Standards 1.2



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

10.	Needs and resources in the community related to poverty, as obtained from community-based organizations, faith-based organizations, private sector, public sector, and educational institutions	CSBG Organizational Standards 2.2 Documentation is needed to demonstrate that all five (5) sectors were engaged. There is no requirement for how many individual organizations must be contacted or what data is collected.
11.	Causes of poverty in the community, such as data on lack of living wage jobs, lack of affordable housing, low education attainment rates, etc.	CSBG Organizational Standards 3.4
12.	Conditions of poverty in the community, such as number of people experiencing homelessness, free and reduced lunch statistics, SNAP participation rates, etc.	CSBG Organizational Standards 3.4
13.	All data disaggregated (to the extent possible) by Board of Supervisor districts, West/East/Central County, and major cities in Contra Costa County.	EHSD General Program Operations
Data aggregated to County level.		
Comparative data to the 12 Bay Area counties (to extent possible).		

5. Prepare a **draft Community Assessment Report** to review with EHSD staff. Send draft report to EHSD staff one (1) week prior to review meeting. Draft report should include:
- Executive Summary, highlighting key findings
 - Methodology, such as narrative overview of the evaluation design, data collection methods, and analysis approach
 - Findings, including narrative and visual summaries (e.g., tables, visualizations) that interpret data to answer the evaluation questions
 - Conclusions and Recommendations, including a summary of the main findings and recommendations as related to the evaluation questions
 - Appendices, with detailed data tables that informed the report and copies of data collection tools



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

6. Facilitate **meeting with EHSD staff to review draft Community Assessment Report**. Revise report as instructed and provide **final Community Assessment Report**.

4.3 Minimum Qualifications

The successful Bidder(s) is expected to meet the following criteria:

A. Agency:

1. Provide sufficient, experienced, qualified, and trained staff to deliver required services identified within this RFP.
2. Extensive experience community assessments, particularly for Head Start or other ECE programs, CSBG programs, and programs based in Contra Costa County.

B. Insurance Requirements:

Agency must provide Automobile Liability insurance (including a Hired and Non-owned endorsement), Commercial General Liability insurance (CGL, including a Primary and Noncontributory endorsement), and (if applicable) Workers Compensation and Cyber Liability insurance, or ability to obtain required insurance coverages if awarded a contract.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

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 1231 -*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 1231 -*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 (2) 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 CSB, EHSD, or the County.

To ensure the County 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.

As a component of the Financial Proposal package, Bidder must submit one (1) copy of the organization's most recent audited financial statements. If not available, a review or compilation of the financial statements prepared by a Certified Public Accountant (CPA) must be submitted in lieu of audited financial statements. A copy of the latest filed tax



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.

If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, and 45 CFR 75, a copy the organization's most recent Single Audit must be submitted. If awarded a contract, bidders are required to have audited financial statements during the period of performance.

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 **January 30, 2026**. 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.

Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist (**Section 5.5**). 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 will 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.

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 Program Narrative **should not exceed fifteen (15) pages** excluding proposal cover statement, table of contents, fiscal management narrative, program budget, 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.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

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

5.3 Required Documents

Required forms as reflected in **Section 8** 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 (see **Section 5.5**) and numbered sequentially (excluding fiscal attachments). Electronic templates are posted on EHSD website under "RFP 1231" in "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.

1. Proposal Cover Statement (Form #1)

This must be the first page of every proposal. The Proposal Cover Statement with original signatures of two (2) officials authorized to bind the entity. Do not place anything in front of this page.

2. Table of Contents

The Proposal Checklist may serve as the Table of Contents with the addition of proposal page numbers. The Proposal Checklist is included as **Section 5.5** 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.

3. Program Narrative (maximum of fifteen (15) pages)

Maximum of **fifteen (15) pages** excluding proposal cover statement, table of contents, fiscal management narrative, program budget, budget narrative, fiscal attachments, and attachments.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

A. Agency Experience and References

- i. Provide a brief history of the agency that includes the date of establishment and examples of relevant prior accomplishments and current programs related to the purpose of this RFP.
- ii. Describe your agency's commitment to the proposed program and how the program described in this RFP fits your agency's mission and goals.
- iii. If a collaborative program is proposed, describe the relevant experience and strengths the partner group(s) offers the program and how services will be integrated.
- iv. Describe the agency's experience with conducting community assessments, including any experience specifically with Head Start, CSBG, or Contra Costa County.
- v. Note any other relevant aspects of the agency's service history that demonstrate capacity to provide the proposed services.

Attach Statement of Qualifications (Form #2) in the Attachments as indicated in the Checklist in **Section 5.5**.

B. Staff Qualifications

- i. Describe the direct and indirect staff that will operate and support the program including their job titles, their estimated full-time equivalent, and experience they have had in planning and implementing similar programs.
- ii. Include an organizational chart illustrating how the proposed project relates with other agency projects and programs. **Place organizational chart in the Attachments** as indicated in the Checklist, **Section 5.5**.
- iii. 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 5.5**.
- iv. If utilizing a subcontractor, describe subcontractor staffing.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

C. Program Proposal Description

Provide a description of the agency's proposed services and scope of work describing in detail each service the agency will provide annually during the contract period. Please address the following as part of your narrative:

i. Data Collection

Describe the agency's approach to planning for and gathering data to inform the Community Assessment. You do not need to detail the specific data sources since those may be informed during the kick-off meeting, however, please describe how you would include qualitative and quantitative data and data from a variety of sources such as existing EHSD data, publicly available data (e.g., Census Bureau), and data directly from the communities we serve. Keep in mind the federal data requirements listed in **Section 4.2**.

ii. Data Analysis and Reporting

Describe the agency's approach to analyzing the data and preparing the report. Address how you will provide a report that is comprehensive while also easy for staff to use for informing their work. Describe your approach for providing data disaggregated by the County's Board of Supervisors districts and major cities as well as aggregated across the entire County.

iii. Coordination and Collaboration with County Staff

Describe your process to ensure you meet all County deadlines and how you will work with County staff to have consistent and concise communication.

4. Fiscal Management Narrative, Program Budget including Budget Narrative

A. Fiscal Management Narrative (maximum 2 pages)

- i. Provide a brief description of the agency's accounting system and internal controls. Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies in the **"Fiscal Attachments" section** referenced in the Proposal Checklist. Include the following as appropriate:

- Timekeeping system
- Inventory system
- Payroll system
- Cost allocation plan and methodology



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

- Ledger system for receivables, payables, expenses, disbursements, petty cash
- ii. Explain how the agency's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and/or fiscal staff in fiscal management. Describe the experience and qualifications of fiscal staff.

B. Program Budget & Budget Narrative

- i. Complete a budget for programs under this RFP, showing all costs (**Form #3, Program Budget Template**). An electronic template is posted on EHSD website under "RFP 1231" in Contracting Opportunities. A match is not required for this project.
- ii. Complete Program Budget Narrative. Each budget cost item must be detailed in the narrative section and should reflect the basis for the computations.

5. Attachments

See Proposal Checklist in **Section 5.5** for complete list of Attachments.

6. Fiscal Attachments

See Proposal Checklist in **Section 5.5** for complete list of Fiscal Attachments.

5.5 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 agencies. It is the sole responsibility of each responding agency to ensure that their proposal conforms to the requirements of the RFP. Forms are provided in **Section 8**.

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

File #1: Save as "RFP 1231-Agency Name-Proposal"

- ☐ **1. Proposal Cover Statement (Form #1)**
- ☐ **2. Table of Contents**
- ☐ **3. Program Narrative (Maximum 15 pages)**
 - ☐ Agency Experience and References



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

- ☐ Staff Qualifications
- ☐ Program Proposal Description
- ☐ **4. Fiscal Management Narrative (Maximum 2 pages), Program Budget including Budget Narrative** (include Form #3, Program Budget)
 - ☐ Fiscal Management Narrative
 - ☐ Program Budget and Budget Narrative
- ☐ **5. Attachments**
 - ☐ **Organizational Chart** (With proposed project included)
 - ☐ **Statement of Qualifications** (Form #2 with original signatures must accompany original proposal), completed and signed by Authorized Representatives
 - ☐ **Job Descriptions and/or Resumes** of Executive Director and key program and fiscal staff
 - ☐ **Completed W-9 - Request for Taxpayer Identification number and certification** (Form #4)
 - ☐ **Completed Contractor SBE Form** (Form #5)

File #2: Save as "RFP 1231-Agency Name-Financials"

- ☐ **6. 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, (reference **Section 5.4**).
 - ☐ **1** 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.
 - ☐ **1** copy of current Agency or Department Budget with revenue sources indicated. If you are applying as a department within a large agency, then the budget of the department may be submitted. Indirect costs included in the budget must be supported (Negotiated Indirect Cost Rate Agreement (NICRA) or de minimis applied to Modified Total Direct Costs or other approved Cost Allocation Plan).



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

SECTION 6: EVALUATION PROCESS AND CONTRACT 6.1

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 ensure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP.

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.

6.2 Compliance Review

Compliance Review is a **Pass/Fail** evaluation.

Contracts Division 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 will be submitted for review by EHSD Fiscal staff. Proposals must receive a fiscal review evaluation score of at least **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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

- Compliance with budget specifications.

EHSD Fiscal Staff 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. Those passing the Fiscal Review will be forwarded to the EHSD Bureau Committee for review and evaluation.

6.4 Bureau Committee Review

Responsive proposals that successfully complete the Contracts Compliance Review and the Fiscal Review 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. Members of the Bureau Review Committee will be required to sign an impartiality statement.

6.5 Scoring Methodology & Selection of Service Provider

A proposal evaluation system, which includes a point system for rating each proposal, will be used to review all proposals that meet the minimum qualifications. This system will ensure uniformity in evaluating proposals and will identify the rationale for funding recommendations. Each proposal will be evaluated based on the criteria identified below.

RFP Scoring Methodology/Rating Sheet	Available Points
Proposal Cover Statement (Required but not weighted)	0
Program Narrative	
Agency Experience and References	10
Staff Qualifications	10
Program Proposal Description <ul style="list-style-type: none">• Data Collection (20)• Data Analysis and Reporting (20)• Coordination and Collaboration with County Staff (15)	55
Program Budget and Budget Narrative	25
Total Points	100

The Bureau Review Committee will recommend the organization whose proposal is determined to best meet the needs of the County. The lowest-cost proposal may not be determined to be the most responsive when all factors of evaluation have been considered.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

The Bureau Review Committee will present its funding recommendation to the CSB Director and EHSD Director, who will make final funding recommendations to the Contra Costa County Board of Supervisors.

6.6 Appeals Process

Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.

All bidders will receive 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** electronically to contract_bid@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.

An appeal will only be considered valid if there has been a violation of one (1) of the following criteria:

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

An appeal would not be allowed to contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.

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

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. Actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFP.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

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.

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 contract term from this RFP will be for a three (3) year period (July 1, 2026 through June 30, 2029) with up to one (1) optional three-year renewal contract based upon satisfactory performance, available funding, and service need.

6.8 Contract Terms and Litigation Warranty

The County will negotiate contract agreements with the successful Bidder(s).

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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

SECTION 7: CONTRACTING REQUIREMENTS

7.1 County Contract Requirements

Upon acceptance of a proposal and award of a contract by the Board of Supervisors, the successful bidder(s) will enter into a standard County contract that specifies:

- a. Parties to the Contract
- b. Effective Dates
- c. Legal Type
- d. Signatories to the Contract
- e. Service Specifications and Provisions for Reporting, Monitoring, and Evaluation
- f. Fiscal Provisions Method of payment to contractor
- g. Program Budget
- h. Provisions for audit
- i. Contra Costa County Contract General Conditions
- j. Special Conditions (as required)

7.2 Additional Requirements

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.

Budgets submitted will be negotiated on a line-item basis. Line items will be examined for reasonableness and necessity in providing services.

Reimbursement requests shall be fully supported by account documentation.

Secretary of State (SOS) Registration Form. EHSD requires that contractors register with California Secretary of State at: [Online Business Services | California Secretary of State](#)

EHSD Requires all Vendors to procure a **Unique Entity Identifier (UEI) Number**. Visit [www.sam.gov](#) website at [Home | SAM.gov](#) to obtain your entity's UEI.

7.3 Type of Contract

Contracts will be on either a fee-for-services, a cost reimbursement, or a fee-for-service/cost reimbursement combination basis as negotiated with the bidder at the County's option. Contractor is required to provide a detailed line-item budget on **Form #3, Program Budget**. Monthly billing/invoices will be required. All costs reported on monthly and final cost statements shall be supported by appropriate accounting



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

documentation. The documentation shall establish that the County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this contract.

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.

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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

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 submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments.

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.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSAL (RFP) 1231**

SECTION 8: REQUIRED FORMS

All forms must be completed and attached to submitted proposals.

Electronic templates are posted on EHSD website under "RFP 1231" in "Contracting Opportunities."

	<u>Form #</u>	<u>Form Title</u>
8.1	#1	Proposal Cover Statement
8.2	#2	Statement of Qualifications
8.3	#3	Program Budget
8.4	#4:	W-9 Request for Taxpayer Identification Number and Certification
8.5	#5:	Contract SBE Form



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

8.1 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 1231	
PROGRAM TITLE – COMMUNITY ASSESSMENT	
BIDDER ORGANIZATION NAME	
ADDRESS	WEBSITE
CONTACT PERSON	Contact Phone
	Contact E-mail
TOTAL AMOUNT OF FUNDING REQUEST	\$
FEDERAL EMPLOYER NUMBER Unique Entity Identifier (UEI)	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.1231 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.</i>	
AUTHORIZED REPRESENTATIVES: (two signatures required)	
Name:	Title:
Signature:	Date:
Name:	Title:
Signature:	Date:



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

8.2 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 vended meals service delivery to substantiate experience and qualifications.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

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 (Authorized Signatory)

Signature Date

Printed Name and Title (Authorized Signatory)

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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231

8.3 FORM #3: Program Budget

Fee for Service with Match Budget Template

Fiscal Year: 20xx-20xx

Contractor: _____

Contract Number: _____

RFI / RFP Number: _____

Period From: _____ Period To: _____

Total Budget: _____

Required Match: _____ Total Budget with Match: _____ -

Please provide pricing sheet for services with budget submission, if applicable.

Services Provided		Rate/Fee	Units/Basis (describe)	Number of Units	Total Budget	Required Match
Example: Building Security		20.23	hour	168	3,398.64	
Match: Building Security		20.23	hour	50		1,011.50
Example: Building Security		22.23	hour: holiday	56	1,244.88	
Services Provided		Rate/Fee	Units/Basis	Number of Units	Total Budget	Required Match
1					-	
2					-	
3					-	
4					-	
5					-	
6					-	
7					-	
8					-	
9					-	
10					-	
11					-	
12					-	
13					-	
14					-	
15					-	
14	Match: Enter Description here					-
15	Match:					-
16	Match:					-
17	Match:					-
18	Match:					-
19	Match:					-
20	Match:					-
21	Match:					-
22	Match:					-
23	Match:					-
				Total Budget	-	-
Total budget (from cell C7 and C8)					-	-
must be zero					-	-
					Total Budget with Match	
					from cell E8	-
					must be zero	-



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231

8.4 FORM #4: W-9 Request for Taxpayer Identification Number and Certification

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification <small>Go to www.irs.gov/FormW9 for instructions and the latest information.</small>	Give form to the requester. Do not send to the IRS.																																																							
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.																																																									
Print or type. <small>See Specific instructions on page 3.</small>	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)																																																								
	2 Business name/disregarded entity name, if different from above.																																																								
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</div><div><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</div></div> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <input type="checkbox"/> Other (see instructions)																																																								
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <small>(Applies to accounts maintained outside the United States.)</small>																																																								
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>																																																								
	5 Address (number, street, and apt. or suite no.). See instructions.																																																								
	6 City, state, and ZIP code																																																								
7 List account number(s) here (optional)																																																									
Part I Taxpayer Identification Number (TIN)																																																									
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>			Social security number																						or											Employer identification number																					
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Part II Certification																																																									
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none">The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); andI am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; andI am a U.S. citizen or other U.S. person (defined below); andThe FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%;">Sign Here</td><td style="width: 50%;">Date</td></tr><tr><td>Signature of U.S. person</td><td></td></tr></table>			Sign Here	Date	Signature of U.S. person																																																				
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<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>What's New</p> <p>Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.</p>																																																									
<p>New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they</p>																																																									



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231

8.5 FORM #5: Contractor SBE Form



Contra Costa County Employment & Human Services

CONTRACTOR SBE FORM

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

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

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

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

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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

8.5 FORM #5: (Continued)



Contra Costa County Employment & Human Services

CONTRACTOR SBE FORM

SECTION 4 – CERTIFICATION BY OTHER AGENCIES	
State-Certified SBE: Yes <input type="checkbox"/> No <input type="checkbox"/>	State Certification #: <input type="text"/>
If "Yes," please attach documentation.	
Are you certified with any other agencies as a: Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Disabled Veteran Business Enterprise (DVBE), or Disadvantaged Business Enterprise (DBE): Yes <input type="checkbox"/> No <input type="checkbox"/>	
If "Yes," please list agency AND attach documentation:	

SECTION 5 – CERTIFICATION OF BUSINESS INFORMATION	
The undersigned certifies and swears under penalty of perjury that all information contained in this form is true and correct. Any material misrepresentation will be grounds for terminating any contracts which may be or have been awarded.	
By <input type="text"/>	<input type="text"/>
Print Name	Title
<input type="text"/>	<input type="text"/>
Signature	Date

Return this SBE Form to your Program Analyst.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

SECTION 9: APPENDICES

9.1 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 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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

written clarification 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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

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, 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.



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

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 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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

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 mail 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 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)



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

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, 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



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

**COMMUNITY ASSESSMENT
REQUEST FOR PROPOSALS (RFP) 1231**

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.