

Solicitation 012-2140501-JM

Domestic Violence Shelter-Based Program

Bid Designation: Public



County of Orange

Bid 012-2140501-JM

Domestic Violence Shelter-Based Program

Bid Number	012-2140501-JM
Bid Title	Domestic Violence Shelter-Based Program
Bid Start Date	Nov 23, 2021 2:41:12 PM PST
Bid End Date	Jan 5, 2022 4:00:00 PM PST
Question & Answer End Date	Dec 17, 2021 12:00:00 PM PST
Bid Contact	Jennifer A Martinez
Bid Contact	Elsa C Rivera Administrative Manager I/Contracts Manager
Contract Duration	Not Applicable
Contract Renewal	2 annual renewals
Prices Good for	365 days
Standard Disclaimer	The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.
Bid Comments	THIS IS A FULLY ELECTRONIC BID. RESPONSES WILL BE SUBMITTED ELECTRONICALLY. PAPER RESPONSE WILL NOT BE ACCEPTED. OC COMMUNITY SERVICES IS SEEKING TO CONTRACT WITH AGENCIES TO IMPLEMENT AND ADMINISTER DOMESTIC VIOLENCE SHELTER BASED PROGRAMS. PLEASE SEE THE ATTACHED RFP PACKAGE FOR DETAILED INFORMATION, REQUIREMENTS AND INSTRUCTIONS. APPLICANTS ARE ADVISED TO READ THE MODEL CONTRACT PRIOR TO SUBMITTING A RESPONSE. THE AWARDED CONTRACTOR SHALL BE REQUIRED TO SIGN A COUNTY OF ORANGE CONTRACT (SEE ATTACHED MODEL). SUBMISSION OF A PROPOSAL IS AN ACKNOWLEDGEMENT THAT YOU HAVE READ AND AGREED TO ALL THE TERMS AND CONDITIONS HEREIN. NO SUBSTITUTIONS WILL BE ALLOWED. SUBMIT YOUR QUESTIONS OR REQUEST FOR CLARIFICATIONS THROUGH THE QUESTION AND ANSWER (Q&A) SECTION OF BIDSYNC. TELEPHONED, FAXED OR MAILED/E-MAIL QUESTIONS OR REQUEST FOR CLARIFICATIONS WILL NOT BE ACCEPTED. THE ATTACHED PDF (BOOKMARKED) APPLIANT PROPOSAL IS IN A FILLABLE FORMAT. [PLEASE NOTE THAT WITHIN CERTAIN CELLS AUTOMATIC SIZING MAY BE IN EFFECT. IN CASES WHERE AUTOMATIC SIZING ARE ACTIVE, INFORMATION MUST BE LEGIBLE (i.e.) FONT MAY BE REDUCED.]

ALL APPLICATIONS MUST BE BOOKMARKED PRIOR TO UPLOADING IN BIDSYNC. INSTRUCTIONS FOR PDF BOOKMARKS IS ATTACHED.

PLEASE UPLOAD AUDITS/FINANCIAL STATEMENTS AS A SEPARATE PDF FILE.

FOR INSTRUCTIONS ON UPLOADING ADDITIONAL PDF FILES, PLEASE CONTACT BIDSYNC SUPPORT.

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

Added on Dec 1, 2021:

Addendum No. 1 added and uploaded revised RFP.

Item Response Form

Item	012-2140501-JM--01-01 - FY 2022-23 Domestic Violence Shelter-Based Program
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	County of Orange <u>No Location Specified</u>

Qty 1

Description

This is a fully electronic submission.



REQUEST FOR PROPOSAL

FOR

FY 2022-2023

DOMESTIC VIOLENCE SHELTER-BASED SERVICES PROGRAM

RFP No. 012-2140501-JM

RFP TERM IS FOR FIVE (5) YEARS THRU FY 2025 - 2027



REQUEST FOR PROPOSAL

County of Orange

PROPOSALS MUST BE RECEIVED ON OR BEFORE

January 5, 2022
By
4:00 P.M. Pacific Time

RFP Number
012-2140501-JM

INSTRUCTIONS:

1. SUBMIT ELECTRONIC PROPOSAL THROUGH BIDS SYNC.
2. RETURN THIS PAGE SIGNED.
3. ALL SUBMITTALS ARE TO BE IDENTIFIED WITH RFP #.012-2140501-JM
4. FOR FURTHER INFORMATION, CONTACT:
www.BidSync.com

DATE: November 23, 2021**REQUEST FOR PROPOSAL (RFP)**

The County of Orange, OC Community Resources/OC Community Services; (hereinafter referred to as "County") is soliciting proposals ("Proposal") from qualified firms (hereinafter referred to as "Applicant"), to provide Domestic Violence Shelter-Based Services Program as defined in the Domestic Violence Shelter-Based Programs Act Welfare & Institutions Code Sections 18290-18307. Applicant must meet the minimum qualifications and requirements set forth in the RFP and must be capable of providing all core services set forth in the Scope of Services, attached in Section II and incorporated herein by this reference.

This RFP is set out in the following format:

- SECTION I Introduction and Instructions to Applicant
- SECTION II Scope of Services
- SECTION III Proposal Response Requirements
- SECTION IV Model Contract

PROPOSALS ARE DUE January 5, 2022 BY 4:00 PM Pacific Time (PT).

This is a fully electronic bid and only electronic proposals will be accepted. Electronic bids must be submitted at www.BidSync.com. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFP must be directed to: Jennifer Martinez (hereinafter referred to as "Contract Administrator") via www.BidSync.com (RFP: 012-2140501-JM). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339, Option 1. Applicant is not to contact other County personnel with any questions or clarifications concerning this RFP.

The Contract Administrator will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the Contract Administrator and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL (RFP) AND TO THE TERMS, CONDITIONS, APPLICATION(S) AND EXHIBITS REFERENCED HEREIN.

Company Name (as it appears on your invoice and W9)

Fed ID#

Address

Authorized Signature (Sign all copies)

Title

Date

Name of person to contact in reference to this proposal

Phone Number

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SECTION I: INTRODUCTION AND INSTRUCTIONS TO APPLICANT

A. INTRODUCTION

This Request for Proposal (RFP) is being released for Domestic Violence Shelter-Based Services Programs as defined in the Domestic Violence Shelter-Based Programs Act. This RFP is an opportunity to allow qualified organizations to present proposals that will assist Orange County Community Resources, a division of the County of Orange, in selecting applicant(s) that will best meet the needs of the County for a three (3) year term with the option to renew contract(s) for two (2) additional one (1) year terms. RFP term may not exceed five (5) years.

Refer to Section II of this RFP for an expanded description of the Scope of Services and Exhibit 2 Domestic Violence Shelter-Based Programs Act Welfare & Institutions Code Sections 18290-18307.

This RFP requires a match of at least 30% cash and/or in-kind. Refer to Paragraph L. Match Requirements of Section II: Scope of Services.

B. PROPOSED TIME SCHEDULE

Date	Action
November 23, 2021	Release of RFP
December 8, 2021	MANDATORY - Letter of Intent to Submit Application
December 17, 2021	Written Questions from Applicant(s) Due by 12:00 P.M. PT
January 5, 2022	Deadline for Proposals: Due by 4:00 P.M. PT
January 6, 2022	Evaluation of Proposals and Negotiations
April 26, 2022	Board of Supervisors Approval of Selection of Applicant(s)

The timeline provided above is proposed and may change at any given time. Proposers will be notified via BidSync of any timeline changes.

C. INSTRUCTIONS TO APPLICANT AND PROCEDURES FOR SUBMITTAL

- Applicants who intend to submit an application must submit a signed Letter of Intent on the Applicant's letterhead to Jennifer Martinez, Contract Administrator, via email to cdm.rfpmail@occr.ocgov.com. The **MANDATORY** letter should reference RFP No. 012-2140501-JM: County of Orange – Domestic Violence Shelter-Based Program. Applicants will receive a confirmation email within two (2) business days of receipt of the Letter of Intent. The Letter of Intent must be received on or before **Friday, December 8, 2021**, no later than **4:00 P.M. (PT)**.
- Applications received without prior submittal of the **MANDATORY** a signed Letter of Intent before the prescribed due date will not be accepted or will be considered non-responsive and will NOT move forward in the solicitation process and will not be considered for award.
- This is a fully electronic bid. Electronic proposals are due on or before **January 5, 2022**, no later than **4:00 P.M. (PT)**, and are to be submitted electronically via BidSync.com. Paper proposals will not be accepted. Late submissions will not be accepted.

It is the sole responsibility of the Applicant to ensure that submission is made to the County prior to the Proposal Deadline date and time.

The Orange County Community Resources Contract Development & Management office will be closed on the following County Holiday(s) during the solicitation period:

November 25, 2021 – Thanksgiving Day
November 26, 2021 – Day after Thanksgiving
December 24, 2021 – Christmas Eve
December 31, 2021 – New Year's Eve
January 17, 2022 – Martin Luther King, Jr. Day
February 11, 2022- Lincoln's Birthday
February 21, 2022- Presidents' Day

4. The County has attempted to provide all information available. It is the responsibility of the Applicant to review, evaluate and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification to the Contract Administrator, Jennifer Martinez via Bidsync.com (Reference RFP 012-2140501-JM). **For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Option 1.**

All questions or requests for interpretations/clarifications must be received via BidSync by **12:00 P.M. (PT) on December 17, 2021**. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFP, will be made only by an addendum issued by either the assigned Contract Administrator or via BidSync. It is the Applicant's responsibility to ensure that they have received and reviewed any and all addendums to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

5. Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the submission date. No Proposal may be withdrawn after the submission date.
6. Submittals shall be in the following form:

Applicant submitting a proposal must electronically upload their proposals in PDF Format (using Bookmarks), and Word Format via BidSync. **Hard copy or paper proposals will not be accepted.** Uploading instructions are located at BidSync.com.

- a. The Proposal response will be the completion of the Applicant Proposal.
- b. The Applicant Proposal consists of Parts I & II:
 1. Part I – Minimum Requirements
 2. Part II – Program Requirements
- c. PDF Bookmark and Word Document will start with the Applicant Proposal Document Checklist, followed by Part I – Minimum Qualifications; A, B, C, D, E, and F, and Part II – Program Requirements; A, B, and C. Each response must correspond to the Part of the Applicant Proposal being answered. (Do not insert your own cover sheet for each Part). See Applicant Proposal Part I.D.7. for additional instructions on submitting Audits as a separate PDF without Bookmarks.

- d. Responses must be indexed in following order with individual tabs for each numbered Part in the Applicant Proposal. There are nine (9) sub-parts for this RFP. Include the question to each response and identify the Part as numbered in the Applicant Proposal.
 - e. Type all responses on standard white, 8 ½" by 11" paper, using Arial font and 11 point print.
7. **Proposals are not to be marked as confidential or proprietary.** The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.
8. By submitting a Proposal, the Applicant represents that it has thoroughly examined the County's requirements and is familiar with the services required in this RFP and that it is qualified and capable of providing the services to achieve the County's objectives.
9. Each Applicant must submit its Proposal in strict accordance with all requirements of this RFP and in compliance with Applicant Proposal, Part I. E and F. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Applicant Proposal, Part I.F.9 and 10.
10. Applicant may be required to provide an on-site tour/inspection of their service facilities proposed under Applicant's proposal to enable inspection by County staff.
11. The County reserves the right at its sole discretion to:
- a. Reject as non-responsive any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP;
 - b. Waive any procedural irregularity, immaterial defect or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the Proposal; no such waiver will excuse an Applicant from full compliance with all other Sections of the RFP;
 - c. Withdraw this RFP, in whole or in part, at any time without prior notice and, furthermore, makes no representations that any contract will result from responding to this RFP;
 - d. Include the total requirements of this RFP in a contract issued to one Applicant or to apportion those requirements among two or more Applicants as the County may deem to be in its best interests;
 - e. To accept or reject any or all bids/proposals received as a result of this solicitation.

In addition, negotiations may or may not be conducted with any Applicant; therefore, the Proposal submitted should contain the Applicant's most favorable terms and conditions.

12. Pre-contractual expenses are not permitted as part of the Compensation/Payment amount to be included in the Contract/Agreement. Pre-contractual expenses are defined as including, but not limited to, costs incurred by the Applicant in preparing its Proposal in response to this RFP; submitting that Proposal to the County; negotiating with the County any matter related to the Applicant's Proposal; and any other expenses incurred by the Applicant prior to the date of award/approval and execution, if any, of the Contract/Agreement.
13. Applicants who choose to use sub-contractors must comply with the subcontracting requirements. Refer to Section II.O. for additional information.

14. Where two or more Applicants desire to submit a single Proposal in response to this RFP, they should do so on a Lead Agency/Primary and subcontractor basis rather than as a joint venture. The County intends to contract or enter into a Contract with a single firm or multiple firms but not with multiple firms doing business as a joint venture.
15. The County does not require or encourage/discourage the use of lobbyists or other consultants for the purpose of securing business.
16. Applicants shall exercise reasonable care and diligence to avoid submitting an Application that could result in a conflict of interest if applicant were to be selected as the Proposer. This obligation shall apply to the Applicant; the Applicant's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing services in Applicant's Application. In the event Applicant has done work for the County on this project in the past or has reason to believe that a conflict of interest may exist for Applicant in regard to this project, Applicant should consult with its legal counsel prior to responding to this RFP. Any Applicant who is found to have an actual conflict of interest may have its Application rejected on that ground. Applicants must be in compliance with the OC Procurement Ethics Guideline. https://cpo.ocgov.com/sites/cpo/files/2021-07/Ethics_Guide_Aug_2017.pdf
17. The submission of a response is permission by the Applicant for the County of Orange to verify all information contained therein. If the County of Orange believes it necessary, additional information may be requested from the Applicant. Failure to comply with such request will disqualify the Applicant from further consideration.
18. **Proposal withdrawal or Correction.** If prior to award of contract an applicant discovers an error in the submitted proposal which renders the bidder unwilling to perform under any resulting contract, the applicant must immediately notify the Contract Administrator in writing and request to withdraw or correct the proposal. If the request to withdraw or correct is submitted prior to the close of the solicitation, the decision whether to correct or withdraw is at the discretion of the Contract Administrator.
19. The County has implemented an electronic signature process to execute contracts and/or documents. DocuSign is the County approved application.
20. The County requires a valid D-U-N-S number upon Application submittal. If needed, your company may obtain one at no cost at www.dnb.com. In addition, federally funded programs require that Applicants to register active D-U-N-S number in SAM.gov. Refer to Section I.F. for additional instructions.

D. PROTEST PROCEDURES

Any actual or prospective Applicant who alleges a grievance by the solicitation, award of a contract or approval of an agreement may submit a grievance or protest to the assigned Contract Administrator.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation, contract or agreement number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Protest of Proposal Specifications:

All protests related to proposal specifications must be submitted to the Contract Administrator no later than five (5) business days prior to the proposal deadline. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the proposal submittal procedures.

Protest of Award of Contract or Approval of Agreement:

In protests related to the award of a contract or approval of an agreement, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award or agreement approval is provided by the Contract Administrator. Protests relating to a proposed contract award or agreement approval which are received after the five (5) business day deadline will not be considered by the County.

Protest Process:

- In the event of a timely protest, the County shall not proceed with the solicitation, award of the contract or approval of agreement until the Contract Administrator, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- Upon receipt of a timely protest, the Contract Administrator will, within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract or approval of the agreement is necessary to protect the substantial interests of the County. The award of a contract or approval of the agreement shall in no way compromise the protester's right to the protest procedures outlined herein.
- If the protester disagrees with the decision of the Contract Administrator, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process:

- If the protester wishes to appeal the decision of the Contract Administrator, the protester must submit, within three (3) business days from receipt of the Contract Administrator's decision, a written appeal to the Office of the County Purchasing Agent.
- Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
- The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

E. EVALUATION PROCESS AND CRITERIA

The County will review Applicant Proposal(s) and at its sole discretion determine whether or not an applicant has met the minimum qualifications defined in Part I. A thru F of the Applicant Proposal.

Applicants who fail to meet the minimum qualifications will be deemed non-responsive and will not move forward to the evaluation process.

Proposals deemed to meet all minimum RFP requirements will be scored by an evaluation panel based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the Applicant's submitted written materials.

Award of Contract shall be made to the responsible Applicant(s) whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below.

Proposals will be competitively evaluated. The criterion for the evaluation will be the quality of response to the requested information in each of the following categories; the categories are not listed in the order of importance:

- Organization Qualifications
- Program Design and Service Delivery
- Resource Utilization and Budget

County reserves the right to conduct, or to not conduct, oral interviews and/or presentations with the highest-rated Applicant(s). The decision whether to conduct oral interviews/presentations rests solely with County and the decision of the Contract Administrator is final. Applicant shall be ready to attend meeting within five (5) calendar days of notification. Applicant must be prepared to discuss all aspects of their proposal in detail. Applicant will not be allowed to alter or amend its proposal through the use of the presentation process. The County reserves the right to interview additional Applicants. Any inquiry to determine the responsibility of an Applicant to this RFP may be conducted. Applicant agrees that the submission of a proposal is permission by Applicant for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Applicant. Failure to comply with any such request may disqualify an Applicant from further consideration.

Should the evaluation panel determine interviews to be necessary, the weights will be divided as follows:

Written Proposal: [75%](#)

Oral Interview: [25%](#)

NOTE: If oral interviews are not requested, written proposals will account for [100%](#) of the total score.

F. SELECTION/AWARD/AGREEMENT APPROVAL PROCESS

Following the evaluation process, the evaluation panel will make a recommendation for award of contract to the Contract Administrator. The County's Board of Supervisors may also be requested to approve the recommendation for award of contract.

It is understood and accepted by Applicant that all decisions and the degree to which a Proposal meets the evaluation criteria and the overall needs of OC Community Resources and the County are within the purview and judgment of the County and the Orange County Board of Supervisors.

The County reserves the right to negotiate modifications within the proposed scope of services with any Applicant as necessary to serve the best interests of the County. If a satisfactory Contract/Agreement cannot be negotiated in a timely manner, the County, in its sole discretion, may terminate negotiations with the selected Applicant and begin negotiations with the next highest rated Applicant.

The Model Contract/Agreement contained in Section IV of this RFP is the Contract/Agreement proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including insurance, special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Applicant's Proposal and qualifications. Any exceptions to the terms and conditions of the proposed Contract/Agreement, or the statements regarding Applicant's inability to comply with any of the provisions thereof, are to be declared in the Proposal. Any additional exceptions to the terms and conditions made by any Applicant after submission of its Proposal may result in elimination from further consideration.

G. Audit Requirements

All non-profits shall be required to submit their most recent IRS Form 990.

All applicants shall be required to submit two (2) years of audited financial statements performed by a Certified Public Accountant (CPA). Proposers who have not had an audit performed by a CPA since June 2019 are required to provide an explanation.

Periodically, the County Auditor/Controller may review the contractor's financial records. The contractors shall allow access to their financial records when requested by County, State or Federal Auditor staff.

H. D-U-N-S NUMBER AND RELATED INFORMATION

The D-U-N-S Number is a unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>

The D-U-N-S number must be provided to County as part of this RFP. The Applicant shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is "active," and in good standing prior to the execution of any contract resulting from this RFP.

If County cannot access the Applicants D-U-N-S information related to this federal sub-award on the Federal Funding Accountability and Transparency Act Sub award Reporting System (SAM.GOV) due to errors in the Applicants data entry for its D-U-N-S number, the Applicant must immediately update the information as required.

I. County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference Policies.

I. OCLSB: Effective January 1, 2020, County of Orange Board of Supervisors adopted the OCLSB Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base. To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

(1) Local Business requirements:

- a. maintains their principal center of operations (i.e. headquarters) within Orange County, and;
- b. has:
 - i. a business address located in the County of Orange that is not a post office box, or
 - ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to

the County of Orange.

(2) Small Business Requirements:

- a. must be certified as a Small Business by the State of California Department of General Services (DGS); and,
- b. DGS Small Business requirements must be valid at the time of bid/proposal submittal.

II. DVBE: Effective January 1, 2021, County of Orange Board of Supervisors adopted the DVBE Preference policy. The DVBE Preference policy supports local business opportunity, economy and the development of the County's tax base, and in addition recognizes the service and sacrifice given by the men and women of our Armed Forces. To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (1) below:

(1) Disabled Veteran Business Enterprise Requirements:

- a. must be certified as a DVBE by the State of California Department of General Services (DGS); and,
- b. DGS DVBE requirements must be valid at the time of bid/proposal submittal.

To participate as an OCLSB and/or DVBE please read and follow the process outlined in EXHIBIT I - COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS.

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SECTION II: SCOPE OF SERVICES

A. Introduction

The County of Orange (hereinafter referred to as the County) is conducting a solicitation for fiscal year 2022-2023 for provision of Domestic Violence Shelter-Based Services Program. This RFP is directed to non-profit, private and/or public domestic violence shelter-based service programs located in Orange County.

As part of OC Community Resources Community (OCCR), OC Community Services (OCCS) administers the Domestic Violence Shelter-Based Program for the County of Orange. OCCS is encouraging the participation of eligible organizations that can increase the availability of domestic violence emergency shelter beds for victims of domestic violence and their children throughout Orange County. Funds granted under this RFP will be allocated to one or more eligible domestic violence shelter facilities with programs that are consistent with the purpose and priorities of this RFP.

B. Background

California Welfare and Institutions Code, Section 18290, provides the background information for the Domestic Violence Shelter-Based Services Program:

The Legislature hereby finds and declares that there is a present and growing need to develop innovative strategies and services to ameliorate and reduce the trauma of domestic violence. There are hundreds of thousands of persons in California who are regularly abused. In many cases, the acts of domestic violence lead to the death of one of the involved parties. Victims of domestic violence come from all socioeconomic classes and ethnic groups, though it is the poor who suffer most from domestic violence, since they have no immediate access to private counseling and shelter for themselves and their children. Children, even when they are not physically assaulted, very often suffer deep and lasting emotional effects.

The Legislature further finds and declares that there is a high incidence of death and injury sustained by law enforcement officers in the handling of domestic disturbances. Police arrests for domestic violence are low, and victims are reluctant to press charges or make citizens arrests. Furthermore, instances of domestic violence are considered to be the single most unreported crime in the state. It is the intention of the Legislature to begin to explore and determine ways of achieving reductions in serious and fatal injuries to the victims of domestic violence and begin to clarify the problems, causes, and cures of domestic violence. In order to achieve these results, it is the intent of the Legislature that the State shall support projects in several areas throughout the state for the purpose of aiding victims of domestic violence by providing them a place to escape the destructive environment in an undisclosed and secured location, on a 24-hour basis, where staff meet the requirements set forth in Section 1037.1 of the Evidence Code.

C. Definitions

The following definitions from the Domestic Violence Shelter-Based Programs Act, Welfare & Institutions Code Section 18291 apply to this RFP:

1. **Domestic Violence:** Abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
2. **Cohabitant:** Two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:
 - a) Sexual relations between the parties while sharing the same living quarters.

- b) Sharing of income or expenses.
 - c) Joint use or ownership of property.
 - d) Whether the parties present themselves as spouses.
 - e) The continuity of the relationship.
 - f) The length of the relationship.
3. **Domestic Violence Shelter:** A shelter for domestic violence victims that meets all of the following requirements:
 - a) Provides shelter in an undisclosed and secured location
 - b) Provides staff that meets the requirements set forth in Section 1037.1 of the Evidence Code
 - c) Meets the requirements set forth in Section 18294 of the California Welfare and Institutions Code
 4. **Undisclosed:** A location that is not advertised or publicized.

D. Purpose and Vision

1. The purpose of this RFP is to solicit eligible domestic violence shelter-based services programs consistent with California Welfare and Institution Code, Sections 18294-18298, that provide direct emergency crisis shelter services to victims of domestic violence and their children.
2. The County intends to fund eligible domestic violence shelter-based services programs that demonstrate the ability to maximize the limited funds available through this RFP.
3. The vision of the Domestic Violence Shelter-Based Services Program is to strengthen and increase the services available to the victims of domestic violence and their children.
4. The legislation specifies that the County is to name a local agency to administer the program and that up to 8% of the funds made available be set aside for administration of the program.
5. The Orange County Board of Supervisors has designated OCCR/OCCS to administer the program.

E. Target Population

1. Domestic Violence Shelters provide services for victims of domestic violence and their children, regardless of gender, age, language or disability.
2. Shelters must provide staff members who are multicultural, multilingual, and are able to work effectively with non-English monolingual clients and their children.
3. Geographical/Regional Service Area – Proposer must be located in Orange County and provide services to domestic violence victims who reside anywhere in Orange County or other areas as appropriate.

F. Project and Scope

This RFP is directed to nonprofit, private and/or public domestic violence shelter-based services programs that are located in Orange County. Only domestic violence shelter-based services programs that provide direct services to victims of domestic violence and their children under the age of 18 will be considered for funding under this RFP.

Consistent with California Welfare and Institutions Code Sections 18294-18298:

1. Funding shall be given to agencies and organizations whose primary function is to administer domestic violence shelter-based services programs.
2. In order to be eligible for funding, a domestic violence shelter-based services program shall demonstrate its ability to receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any Domestic Violence

Program state or county funds.

3. Domestic violence shelter-based services programs shall provide, but not limited to the following basic services to victims of domestic violence and their children:
 - a) Shelter on a 24 hours a day, seven (7) days a week basis;
 - b) A 24 hours a day, seven (7) days a week switchboard for crisis calls;
 - c) Temporary housing and food facilities.
 - d) Psychological and mental health support and peer counseling provided in accordance with section 1037.1 of the Evidence Code;
 - e) Referrals to existing services in the community;
 - f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for supportive services;
 - g) Arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based program;
 - h) Emergency transportation as feasible.
4. To the extent possible, and in conjunction with already existing community services, the domestic violence shelter-based services programs shall provide a method of obtaining the following additional services for victims of domestic violence:
 - a) Medical care;
 - b) Legal assistance;
 - c) Psychological and other mental health support and counseling;
 - d) Information regarding other social services.
5. Programs that receive funding shall, to the extent feasible, provide services to persons with a physical disability who are victims of domestic violence. If the program cannot provide the services, then the program staff, to the extent feasible, shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
6. The staff of the domestic violence shelter-based program shall work with social service agencies, health care agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs.
7. The staff of each domestic violence shelter-based program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
8. Volunteers shall be trained and used to maximum capacity in the delivery of services.
9. Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.
10. Inasmuch as domestic violence shelter-based programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter-based program's personnel shall be bilingual.
11. An effort shall be made to recruit formerly battered persons as staff members.
12. Data collection and reports will be prepared and submitted as required and requested by county staff.

G. Term of Contract

It is proposed that this contract cover a three (3) year period July 1, 2022 through June 30, 2025. The County may, at its discretion, and contingent upon satisfactory performance and/or funding availability, elect to renew the contract for two (2) additional one (1) year terms. Contract cannot exceed five (5) years.

H. Project Goals and Objectives

The goals and objectives for Domestic Violence Services are, but not limited to, as follows:

1. Goals:
 - a) To provide temporary emergency and crisis services to victims of domestic violence and their children.
 - b) To provide resource connections for victims of domestic violence and their children so they can make an appropriate transition into a long-term, safe living environment.
2. Objectives:
 - a) Provide an immediate, safe environment for victims of domestic violence and their children, including but not limited to:
 - i. Shelter
 - ii. Food
 - iii. Clothing
 - iv. Mental health services
 - b) Provide information to victims on the array of services that are available and provide education and counseling on topics pertaining to domestic violence and recovery, including but not limited to:
 - i. Individual counseling
 - ii. Group counseling/Educational classes
 - iii. Case work
 - iv. Parenting skills
 - c) Establishing collaborative working relationships with the following entities:
 - i. Law enforcement personnel: To ensure domestic violence victim referral processes from law enforcement personnel to domestic violence shelters are effective
 - ii. Court personnel: To ensure victims of domestic violence have access to current information on domestic violence-related court processes
 - iii. Mental health providers
 - iv. Social service agencies
 - v. Medical facilities
 - vi. Education institutions
 - vii. Community-based organizations

I. Service Delivery

1. Community Resource and Referral - The proposer will be responsible for actively linking program participants with other needed services and follow-up to ensure that the linkage was successful. The proposer must establish itself as an active participant in the local social service network and advocate within such network for the timely and comprehensive response to the needs of victims of domestic violence and their children.
2. Service Duration – Shelter services provided under this contract are not to exceed forty-five (45) days for each family or household member in a fiscal year unless otherwise approved in writing by County.
 - a) Proposer must identify substance abuse problems among participants and make appropriate referrals.

- b) Proposer must pursue other funding support beyond the County Domestic Violence Fund.
- 3. If proposer does not have enough available beds to accommodate the domestic violence victim(s), the proposer agrees to:
 - a) Provide referrals to other County-funded domestic violence shelters; or
 - b) Provide direct referrals to other appropriate shelters to ensure the safety of the victim(s).
- 4. Applicants must meet all requirements in the model agreement hereby referred as Attachment B.

J. Legislative Funding Authority

Marriage License fees-pursuant to Section 18305 of the Welfare and Institutions Code, at the time of issuance of a marriage license pursuant to Section 26840 of the Government Code, twenty-three dollars (\$23) of each fee paid shall be collected by the county clerk for deposit into the county domestic violence shelter-based programs special fund. Batterer's fees-pursuant to Section 1203.097 of the Penal Code, two-thirds of the moneys collected from the defendant shall be retained by counties and deposited in the domestic violence programs special fund created pursuant to Section 18305 of the Welfare and Institutions Code.

K. Project Funding Availability

- 1. It is anticipated that a total of up to **\$700,000** will be available for **FY 2022-2023** to fund domestic violence shelter-based services programs within Orange County, consistent with the guidelines contained in this RFP.
- 2. The total fund availability may change without advance notice to proposers.
- 3. All contracts initiated as a result of this RFP process are subject to funding fluctuations, since they are based on projections and estimates of amounts which will be generated by marriage license fees and batterer's fees.
- 4. Funding awarded through this RFP process will be apportioned in two parts as follows:
 - a) Base funding – Each contractor will be given approximately \$50,000 as base funding.
 - b) Bed capacity – The remaining funds will be apportioned based on each shelter's bed capacity. Bed capacity for purposes of funding is defined as a bed that can reasonably accommodate an adult.
 - i. If the total number of a contractor's adult beds decreases for more than 30 days during the term of the contract, the County reserves the right to decrease the contractor's bed capacity portion of the funding using the same methodology in which funds were originally apportioned.
 - ii. The base funding amount and the bed capacity amount will be added together to make the total allocation for each contractor under this RFP.
 - iii. Contractor's monthly invoice shall not exceed 10% of the total Contractor's annual funding amount during any given month and is subject to the availability of revenue collected by the County for the Domestic Violence Program.

5. The County reserves the right to fund the number of domestic violence shelter-based services programs that ensures bed availability and geographic coverage of Orange County in order to maximize and leverage existing resources.
6. As additional funding and/or additional funding streams/grants become available, the County reserves the right to continue to fund existing Domestic Violence contractors, competitively procure other providers, or fund additional activities that are in the best interest of the County.

L. Match Requirements

Applicant **must** provide proof of ability to provide at least 30% cash and/or in-kind local matching share of the grant amount. Other funding from the County cannot be used to meet this match.

M. Site Visits

Prior to contract execution, the County will verify the total number of adult beds that are available for each potential contractor.

The County reserves the right to make additional site visits throughout the duration of each contract awarded as a result of this RFP.

N. Fiscal Requirements

Successful applicants will be required to adhere to strict fiscal and accounting standards, which include:

1. Establishment of minimum accounting records for cash receipts and value of in-kind resources as earned, expenditure checks, unpaid obligations, payroll data and disbursements, and non-expendable property.
2. Establishing and maintaining of a sound financial management system, based upon generally accepted accounting principles.
3. Establishment of a system of internal fiscal control to safeguard assets, checks the accuracy and reliability for accounting data, and promote operational efficiency.

O. Subcontracting Requirements

Contractors may subcontract for services **only** if the subcontracts are approved **in writing and in advance** by the County and if subcontractors are selected according to federal and County procurement standards. Specific requirements of subcontracts are listed in the Attachment B.

P. Applicant Eligibility Requirements

Applicant organizations **must** have a policy-making board. Domestic violence programs under a larger umbrella agency must have a policy-making board whose primary function is the administration of the domestic violence emergency crisis shelter program. The separate policymaking board may be the same as the executive board of the umbrella agency.

1. Applicant organizations **must** have operated their domestic violence emergency crisis shelter program for a **minimum of two (2) years** in an undisclosed/confidential location in Orange County.
2. Applicant organizations **must** demonstrate their primary service focus is on victims of domestic violence and their children and that service capabilities are in accordance with the Eligibility Requirements of this RFP.

3. An applicant **must** provide proof of ability to provide at least 30% cash and/or in-kind local matching share of the grant amount. Other funding from the County cannot be used to meet this match.
4. Applicant agencies **must** provide a revenue disclosure listing all revenues received in FY 2021-22 and the anticipated revenues for FY 2022-23.
5. Applicant organizations must certify that, through all possible means, they will ensure equal opportunity for all persons to receive services to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.

Applicants must explain the effectiveness of the services provided and measurable positive outcomes.

Q. Bilingual Requirements

Contractors must, to the extent feasible, ensure that portion of the domestic violence shelter-based services program's personnel be bilingual.

R. County Operating Hours

The County of Orange hours of operation shall be from 8:00 a.m. to 5:00 p.m.; Monday through Friday, excluding County observed holidays.

The Applicants must ensure service delivery is available throughout the holiday seasons. Closures are only authorized on County observed holidays.

County Observed Holidays	
Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr. Day
Veteran's Day	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

S. Performance Standards

- 1) **Services:** Provision of services reported by including information regarding the: a) projected total number of persons requesting (not requiring) services, and b) projected total number of persons served according to the type of service they were provided with.
- 2) **Shelter Residence – Adults or Children:** Provision of 24-hour care, supervision and shelter of individuals. Includes provision of food and food supplements for meal preparation on-site including. Adults or children are housed at \$70 per night, for an average of 30 days per client, and provided three (3) meals a day.
- 3) **Individual Counseling:** Available provision of counseling techniques by a licensed clinician, a

professional counsel or an intern whose work is directly supervised by a licensed clinician in a group setting.

- 4) Group Counseling/Educational Classes:** Available provision of counseling techniques by a licensed clinician, a professional counselor, domestic violence victim advocate, field professional, or an intern whose work is directly supervised by a licensed clinician in a group setting; and/or provision of on-going, regularly scheduled classes on topics such as, but not limited to: health, nutrition, English, and basic skills.
- 5) Case Work:** In conjunction with available counseling, this available activity includes but is not limited to: writing case summaries, making incidental contacts to parents or other agencies on behalf of client, legal assistance referrals, arranging appointments, reviewing lab results, etc.
- 6) Parent Education:** Available instruction for parents which includes information on child development, child services, enrichment activities or the teaching of practical skills for child-rearing such as basic health care procedures for infants. May include specialized course or communication (such as P.E.T.), child discipline, etc.
- 7) Hotline Crisis Intervention Telephone:** Telephone referrals and counseling services for suicide prevention or crisis intervention. Includes referral of individuals to appropriate agencies offering services not provided by the program. Number of annual calls received are based on usage.
- 8) School Enrollment:** All school-aged children being housed at the shelter will be enrolled in school.
- 9) Safety Net / Motel Voucher Program (If Applicable):** The provision of short-term emergency residence in a predetermined and approved motel until space becomes available at one of the contracted shelters. Includes counseling and meals. Client motel voucher/safety net adult bed nights are calculated at a cost of \$75 per night.
- 10) Referrals of Job-Ready Clients to One Stop Centers:** Referrals for One-Stop Center services and/or programs for job-ready clients. A minimum of two clients per month shall be referred to the One-Stop System.

SECTION III: PROPOSAL RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Responses must be indexed in the following order with individual tabs for each numbered Part. (There are nine (9) sub-parts for this RFP.) List questions and your responses and/or Parts as numbered and listed within each Part.

ATTACHMENT A

DOMESTIC VIOLENCE SHELTER-BASED SERVICES PROGRAM FUNDING APPLICATION FISCAL YEAR 2022-23 RFP# 012-2140501-JM

APPLICANT PROPOSAL

(Complete Applicant Proposal and tab each Part separately.)

SECTION IV: MODEL CONTRACT

The Model Contract contained in this RFP is the Contract/Agreement proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Applicant's Proposal and qualifications.

ATTACHMENT B

DOMESTIC VIOLENCE SHELTER-BASED SERVICES

MODEL CONTRACT

EXHIBIT 1

County of Orange Local Small Business (OCLSB) Preference and Disabled Veteran Business Enterprise (DVBE) Certification Requirements

EXHIBIT 2

Domestic Violence Shelter-Based Programs Act
Welfare & Institutions Code Section 18290-18307



EXHIBIT I

COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS

- 1) To participate as an OCLSB the following requirements must be met:
 - a. A local small business must be certified with State of California the Department of General Services (DGS) as a Small Business -
<https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
 - b. Upon certification as Small Business with DGS, the local small business shall access the OCLSB Preference portal at [OCLSBverify.com](https://oclsbverify.com), search their legal company/business name in the County's database and print the OCLSB Certification.
 - i. Business name shall match the Company Legal Name specified on the Company Profile.
 - c. OCLSB Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.
 - d. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response in order to compete as an OCLSB.
- 2) To participate as a DVBE the following requirements must be met:
 - a. A business must be certified with DGS as a DVBE -
<https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
 - b. DVBE Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.
 - c. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the DVBE Certification are required and must be returned with the solicitation response in order to compete as a DVBE.
- 3) OCLSB or DVBE Preference provides for the following:
 - a. Invitation for Bid – IFB
When the lowest bidder is not an OCLSB or DVBE, the sole lowest certified OCLSB or DVBE within five percent (5%) of the lowest bidder shall be given the opportunity to price match the lowest bid. To participate in either preference policy, the sole



lowest qualified OCLSB or DVBE must accept the County's offer to price match within three (3) business days from the County's offer, unless otherwise specified by the County. If two or more OCLSBs or DVBEs have tied bids within the 5%, the County shall request best and final bids from each OCLSB or DVBE, which shall price match the lowest bid or better. If the best and final bids are tied, the County shall determine the contract award based on the County's best interest.

b. Request for Proposal - RFP

An extra five percent (5%) shall be applied to the tallied score of each certified OCLSB or DVBE to obtain the final score. If the final score of any OCLSB or DVBE matches the final score of a non-OCLSB or non-DVBE, preference shall be given to the certified OCLSB or DVBE. If two or more OCLSBs or DVBEs have the same final score, the County shall determine the contract award based on the County's best interest.

4) Dual OCLSB and DVBE Preference provides for the following:

a. Business Certified as OCLSB and DVBE

If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%. The separate OCLSB/DVBE preferences shall not be applied.



County of Orange Local Small Business (OCLSB) and/or Disabled Veteran Business Enterprise (DVBE) Affirmation

OCLSB Certification Requirements: To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

- (1) Local Business requirements:
 - a) maintains their principal center of operations (i.e. headquarters) within Orange County, and;
 - b) has:
 - i. a business address located in the County of Orange that is not a post office box, or
 - ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.
- (2) Small Business requirements:
 - a) must be certified as a Small Business by the State of California Department of General Services (DGS); and,
 - b) DGS Small Business requirements must be valid at the time of bid/proposal submittal.

DVBE Certification Requirements: To be certified as a Disabled Veteran Business Enterprise, a business must meet the following requirements:

- (1) Must be certified as a DVBE by the State of California Department of General Services (DGS); and,
- (2) DGS DVBE requirements must be valid at the time of bid/proposal submittal.

Please specify one or both preferences that apply to your business by checking below:

☐ OCLSB ☐ DVBE

I, certify that _____, (legal company/business name) is certified as an OCLSB and/or DVBE and currently meets the respective Certification Requirements set forth above.

Print Name

Title

Authorized Signature

Date

Please check one or both below:

☐ OCLSB Certificate attached ☐ State of California DVBE Certification attached

County Use Only

Solicitation Number:

Solicitation Description:

File Folder Number:

WELFARE AND INSTITUTIONS CODE - WIC**DIVISION 9. PUBLIC SOCIAL SERVICES [10000 - 18996]**

(Division 9 added by Stats. 1965, Ch. 1784.)

PART 6. MISCELLANEOUS PROVISIONS [18000 - 18999.6]

(Part 6 added by Stats. 1965, Ch. 1784.)

CHAPTER 5. The Domestic Violence Shelter-Based Programs Act [18290 - 18309.8]

(Chapter 5 repealed and added by Stats. 2006, Ch. 857, Sec. 4.)

18290.

The Legislature hereby finds and declares that there is a present and growing need to develop innovative strategies and services to ameliorate and reduce the trauma of domestic violence. There are hundreds of thousands of persons in California who are regularly abused. In many cases, the acts of domestic violence lead to the death of one of the involved parties. Victims of domestic violence come from all socioeconomic classes and ethnic groups, though it is the poor who suffer most from domestic violence, since they have no immediate access to private counseling and shelter for themselves and their children. Children, even when they are not physically assaulted, very often suffer deep and lasting emotional effects.

The Legislature further finds and declares that there is a high incidence of death and injury sustained by law enforcement officers in the handling of domestic disturbances. Police arrests for domestic violence are low, and victims are reluctant to press charges or make citizen's arrests. Furthermore, instances of domestic violence are considered to be the single most unreported crime in the state.

It is the intent of the Legislature to begin to explore and determine ways of achieving reductions in serious and fatal injuries to the victims of domestic violence and begin to clarify the problems, causes, and cures of domestic violence. In order to achieve these results, it is the intent of the Legislature that the state shall support projects in several areas throughout the state for the purpose of aiding victims of domestic violence by providing them a place to escape the destructive environment in an undisclosed and secured location, on a 24-hour basis, where staff meet the requirements set forth in Section 1037.1 of the Evidence Code.

It is further the intent of the Legislature to resolve conflicting interpretations as to whether county boards of supervisors have discretionary authority to fund nonshelter-based county domestic violence programs that lack any emergency or transitional shelter component, by restricting funding under this chapter to shelter-based domestic violence programs, as described in Sections 18294 and 18295.

These clarifying and conforming changes are intended to be declaratory of existing law.

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18291.

For purposes of this chapter:

(a) "Domestic violence" means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.

(b) "Cohabitant" means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:

- (1) Sexual relations between the parties while sharing the same living quarters.
- (2) Sharing of income or expenses.
- (3) Joint use or ownership of property.
- (4) Whether the parties hold themselves out as spouses.
- (5) The continuity of the relationship.
- (6) The length of the relationship.

(c) "Domestic violence shelter" means a shelter for domestic violence victims that meets all of the following requirements:

- (1) Provides shelter in an undisclosed and secured location.
- (2) Provides staff that meet the requirements set forth in Section 1037.1 of the Evidence Code.

(3) Meets the requirements set forth in Section 18294.

(d) "Undisclosed" means a location that is not advertised or publicized.

(Amended by Stats. 2016, Ch. 50, Sec. 124. Effective January 1, 2017.)

18293.

(a) In order to be eligible for funding pursuant to this chapter, a domestic violence shelter-based program shall demonstrate its ability to receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any state or county funds appropriated for the purposes of this chapter. Each domestic violence shelter-based program shall make every attempt to qualify the domestic violence shelter-based program for any available federal funding.

(b) No provision of this section is intended to prohibit domestic violence shelter-based programs receiving funds pursuant to this chapter from receiving additional funds from any other public or private source. Funds provided pursuant to this chapter shall not be used to reduce the financial support from other public or private sources.

(c) Proposed or existing domestic violence shelter-based programs that meet the requirements set forth in Section 18294, shall receive funding pursuant to this chapter upon the approval of the local board of supervisors.

(d) Funding shall be given to agencies and organizations whose primary function is to administer domestic violence shelter-based programs. Any additional fees received by Alameda County, Contra Costa County, Solano County, and the City of Berkeley at the time of issuance of a marriage license pursuant to Sections 18308, 18309, 18309.5, and 18309.6 that are in excess of the twenty-three dollar (\$23) fee collected pursuant to this act, shall be available to that city or county for funding domestic violence programs other than domestic violence shelter-based programs.

(e) Prior to approving a domestic violence shelter-based program or programs for this funding, the board shall consult with individuals and groups that have expertise in the problems of domestic violence and in the operation of domestic violence

shelter-based programs including operations of existing domestic violence shelter-based programs.

(f) Upon approving one or more domestic violence shelter-based programs for funding, the board shall direct the county treasurer to disburse moneys from the county's domestic violence shelter-based program special fund and for funding, the board shall designate a local agency to monitor the domestic violence shelter-based program or programs. This monitoring shall include information regarding the number of persons requesting services, the number of persons receiving services according to the type of services provided, and the need, if any, for additional services or staffing.

(g) Programs that receive funding through this chapter shall, to the extent feasible, provide services to persons with a physical disability who are victims of domestic violence. If the program cannot provide the services, then the program's staff, to the extent feasible, shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.

(h) The process to determine eligibility of a domestic violence shelter-based program to receive funding pursuant to this chapter shall have as its primary purpose to ascertain that the program meets the service requirements of Section 18294. The process shall be expedient and shall include a mechanism for annual recertification.

(i) Funding obtained pursuant to this chapter is for the unrestricted use of a recipient domestic violence shelter-based program, and may be used for direct and indirect costs.

(Amended by Stats. 2011, Ch. 296, Sec. 340. Effective January 1, 2012.)

18294.

Domestic violence shelter-based programs shall provide all of the following basic services to victims of domestic violence and their children:

(a) Shelter on a 24 hours a day, seven days a week basis.

(b) A 24 hours a day, seven days a week telephone hotline for crisis calls.

(c) Temporary housing and food facilities.

(d) Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code.

(e) Referrals to existing services in the community.

(f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.

(g) Arrangements for schoolage children to continue their education during their stay at the domestic violence shelter-based program.

(h) Emergency transportation as feasible.

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18295.

In addition to the services required in Section 18294, to the extent possible, and in conjunction with already existing community services, the domestic violence

shelter-based programs shall provide a method of obtaining the following services for the victims of domestic violence:

- (a) Medical care.
- (b) Legal assistance.
- (c) Psychological support and counseling.
- (d) Information regarding other available social services.

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18296.

The staff of the domestic violence shelter-based program shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs.

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18297.

The staff of each domestic violence shelter-based program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.

Volunteers shall be trained and used to maximum capacity in the delivery of services. Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18298.

Inasmuch as domestic violence shelter-based programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter-based program's personnel shall be bilingual. An effort shall be made to recruit formerly battered persons as staff members.

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18299.

A domestic violence shelter-based program shall maintain annual fiscal reports in a form to be prescribed by the Generally Accepted Accounting Principles (GAAP).

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18300.

An annual report shall be prepared by each domestic violence shelter-based program for submission to the county board of supervisors. The report shall be made available to the public upon request, and shall include all of the following elements:

- (a) The total number of persons requesting services of the domestic violence shelter-based programs.
- (b) The number of persons served in the domestic violence shelter-based program, by each type of service provided.
- (c) A description of the social and economic characteristics of persons receiving services, by type of service provided.

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18301.

In addition to any other provisions of law concerning the confidentiality of personal information collected by domestic violence shelters, a county shall not require a domestic violence shelter-based program to provide any information not enumerated in Section 18300, or require the disclosure of any information pertaining to the confidential location of a domestic violence shelter-based program or the location or identity of any shelter resident, employee, or volunteer. A county shall not require a method of data collection or recording, or impose any other requirement, that is inconsistent with the federal Violence Against Women Act (18 U.S.C. Sec. 2261 et seq.).

(Added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18304.

A county may establish a program for reducing the incidence of domestic violence in the county by establishing or funding domestic violence shelter-based programs that meet the requirements of this chapter. Geographically adjacent counties may combine their respective domestic violence shelter-based programs special funds in order to establish one or more domestic violence shelter-based programs meeting the requirements of this chapter, in order to provide services to the clients of each county that combines its funds with another county.

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18305.

(a) At the time of issuance of a marriage license pursuant to Section 26840 of the Government Code, twenty-three dollars (\$23) of each fee paid shall be collected by the county clerk for deposit into the county domestic violence shelter-based programs special fund. The fees collected in this special fund shall be disbursed to approved domestic violence shelter-based programs on a yearly or more frequent basis commencing July 1, 1980. The funds shall be disbursed using a request for qualification (RFQ) process.

(b) The board of supervisors shall direct the county clerk to deposit twenty-three dollars (\$23) of each fee into the county domestic violence shelter-based programs special fund. The county domestic violence shelter-based programs special fund shall fund domestic violence shelter-based programs established pursuant to Section 18304. Four dollars (\$4) of each twenty-three dollars (\$23) deposited into

the county domestic violence shelter-based programs special fund shall be used, to the extent feasible, to support or expand domestic violence shelter-based programs to target underserved areas and populations. No more than 8 percent of the funds shall be expended for the administrative costs associated with the collection and segregation of the additional marriage license fees, administration of the county domestic violence shelter-based programs special fund, monitoring of the domestic violence shelter-based programs, and meeting the other administrative requirements imposed by this chapter. Counties that do not participate in the establishing or funding of domestic violence shelter-based programs pursuant to this chapter shall be entitled to retain up to 4 percent of the funds for the administrative costs associated with the collection and segregation of the additional marriage license fees and the deposit of these fees in the county domestic violence shelter-based programs special fund.

(c) The board of supervisors of a county may request, on not more than a quarterly basis, an accounting of the special fund, which shall include all of the following:

- (1) The balance of the special fund at the beginning of the request period.
- (2) Deposits into the special fund in the request period, including a clear breakdown of funds deposited as a result of marriage license fees, funds deposited as a result of the collection of domestic violence probation fees, and funds deposited from other sources.
- (3) Disbursements from the fund during the request period.
- (4) The fund balance at the end of the request period.

(Amended by Stats. 2013, Ch. 144, Sec. 3. Effective January 1, 2014.)

18305.5.

Notwithstanding the availability of funds in either the county domestic violence programs special fund, or the availability of community resources, the county may finance domestic violence shelter-based programs as described in Sections 18294 and 18295.

(Added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18306.

The county board of supervisors shall consult with the local regional domestic violence coalition, consisting of representatives from existing domestic violence shelter-based programs, in planning for the establishment of a new domestic violence shelter-based program or for ongoing technical assistance for domestic violence shelter-based programs already in the county.

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18307.

(a) Notwithstanding Section 18305, a county may carry over funds deposited in a county domestic violence shelter-based programs special fund until the time that a domestic violence shelter-based program is established to serve the needs of

domestic violence victims of the county. Records of these funds shall be available for public review upon request.

(b) Funds deposited in a county domestic violence shelter-based programs special fund may be used only to finance all, or one or more, basic services specified in Section 18294. This subdivision is declaratory of existing law. These funds shall be used for shelter services, and may be used for direct or indirect costs.

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18308.

The Contra Costa County Board of Supervisors shall direct the local registrar, county recorder, and county clerk to deposit fees collected pursuant to Section 103626 of the Health and Safety Code into a special fund. The county may retain up to 4 percent of the fund for administrative costs associated with the collection and segregation of the additional fees and the deposit of these fees into the special fund. Proceeds from the fund shall be used for governmental oversight and coordination of domestic violence and family violence prevention, intervention, and prosecution efforts among the court system, the district attorney's office, the public defender's office, law enforcement, the probation department, mental health, substance abuse, child welfare services, adult protective services, and community-based organizations and other agencies working in Contra Costa County in order to increase the effectiveness of prevention, early intervention, and prosecution of domestic and family violence.

(Repealed and added by Stats. 2006, Ch. 857, Sec. 4. Effective January 1, 2007.)

18309.

(a) The Alameda County Board of Supervisors shall direct the local registrar, county recorder, and county clerk to deposit fees collected pursuant to Section 26840.10 of the Government Code and Section 103627 of the Health and Safety Code into a special fund. The county may retain up to 4 percent of the fund for administrative costs associated with the collection and segregation of the additional fees and the deposit of these fees into the special fund. Proceeds from the fund shall be used for governmental oversight and coordination of domestic violence and family violence prevention, intervention, and prosecution efforts among the court system, the district attorney's office, the public defender's office, law enforcement, the probation department, mental health, substance abuse, child welfare services, adult protective services, and community-based organizations and other agencies working in Alameda County in order to increase the effectiveness of prevention, early intervention, and prosecution of domestic and family violence.

(b) The City Council of the City of Berkeley shall direct the local registrar to deposit fees collected pursuant to Section 103627 of the Health and Safety Code into a special fund. The city may retain up to 4 percent of the fund for administrative costs associated with the collection and segregation of the additional fees and the deposit of these fees into the special fund. Proceeds from the fund shall be used for governmental oversight and coordination of domestic violence and family violence prevention and intervention efforts, including law enforcement, mental health,

public health, substance abuse, victim advocacy, community education, and housing, in order to increase the effectiveness of prevention, early intervention, and prosecution of domestic and family violence.

(Amended by Stats. 2009, Ch. 215, Sec. 6. Effective January 1, 2010.)

18309.5.

The Solano County Board of Supervisors shall direct the local registrar, county recorder, and county clerk to deposit fees collected pursuant to Section 26840.11 of the Government Code and Section 103628 of the Health and Safety Code into a special fund.

The county may retain up to 4 percent of the fund for administrative costs associated with the collection and segregation of the additional fees and the deposit of these fees into the special fund. Proceeds from the fund shall be used for governmental oversight and coordination of domestic violence and family violence prevention, intervention, and prosecution efforts among the court system, the district attorney's office, the public defender's office, law enforcement, the probation department, mental health, substance abuse, child welfare services, adult protective services, and community-based organizations and other agencies working in Solano County in order to increase the effectiveness of prevention, early intervention, and prosecution of domestic and family violence.

(Amended by Stats. 2011, Ch. 120, Sec. 3. Effective January 1, 2012.)

18309.8.

(a) The Stanislaus County Board of Supervisors shall direct the local registrar, county recorder, and county clerk to deposit fees collected pursuant to Section 103628.6 of the Health and Safety Code into a special fund. Proceeds from the fund shall be used for governmental oversight and coordination of domestic violence and family violence prevention, intervention, and prosecution efforts among the court system, the district attorney's office, the public defender's office, law enforcement, the probation department, mental health, substance abuse, child welfare services, adult protective services, and community-based organizations and other agencies working in Stanislaus County in order to increase the effectiveness of prevention, early intervention, and prosecution of domestic and family violence.

(b) The county may retain up to 4 percent of the fund for administrative costs associated with the collection and segregation of the additional fees and the deposit of these fees into the special fund.

(c) This section shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.

(Added by Stats. 2010, Ch. 578, Sec. 2. Effective January 1, 2011.)

Attachment A**Applicant Proposal**

**DOMESTIC VIOLENCE SHELTER-BASED SERVICES PROGRAM
FUNDING APPLICATION | FISCAL YEAR 2022-23
RFP# 012-2140501-JM**

APPLICATION SUPPORTING DOCUMENTS CHECKLIST

Applicants must submit a complete Proposal via BidSync. Please confirm all Attachments with supporting documentation are uploaded and submitted prior to the RFP deadline.

Applicants must answer all questions within each section as applicable, as outlined in the following key:

ALL APPLICANTS MUST COMPLETE PART I**APPLICANTS SUBMITTING APPLICATIONS MUST COMPLETE APPLICATIONS FOR PART II****PART I: MINIMUM REQUIREMENTS**

A: Application Information

B: Applicant Profile

C: Project Information

D: Organizational Background

E: Signature and Assurances

F: Additional Assurances, Certifications and Compliance

PART II: PROGRAM REQUIREMENTS

A: Organizational Qualifications

B. Program Design and Service Delivery

C: Resources Utilization and Budget

Supplemental Document Instructions: Attachments requesting supplemental or narrative information should be formatted per the following:

1. Each response must be typewritten; double-spaced; and in Arial font, size 11-point.
2. Not to exceed one (1) page per question.
3. Responses should include the question and be concise but detailed enough to address what is being asked.

Applicants submitting a proposal must electronically upload their entire proposal in PDF format and Bookmarked, via BidSync. Hard copy proposals will not be accepted.

PART I**A. APPLICANT INFORMATION**

1. Applicant Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Applicant Website: _____ Email: _____

*D-U-N-S Number: _____ W9 (Federal ID Number): _____

**The County requires a valid D-U-N-S number upon application submittal. If needed, your company may obtain one at no cost at www.dnb.com.*

2. Authorized Person: For the purposes of this RFP, the “Authorized Person” is the individual within your organization who has the authority to enter into a contract. The authorized person will be copied on all correspondence.

Authorized Person's Name: _____

Authorized Person's Title: _____
(i.e., Executive Director, Organization's Signature Authority)

Phone: _____ Fax: _____

Email: _____

☐ Check here if the address for the Authorized Person is the same as that of the organization.

Address: _____

City/State/Zip: _____

3. Contact Person: For the purpose of this RFP, the “Contact Person” will be the primary recipient for all correspondence related to this RFP. The contact person should be available to respond to any inquiries throughout the RFP process.

☐ Check here if the Contact Person is the same as the Authorized Person.

Contact Person's Name: _____

Contact Person's Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

B. APPLICANT PROFILE1. **Applicant's Legal Name:** _____2. **Business Address:** _____3. **Telephone Number:** _____ **Fax:** _____4. **Website Address:** _____ **Email Address:** _____5. **Years in Operation:** _____ **Length of time in current location:** _____6. **Is your firm:**Non-Profit 501(c)(3) ☐ Yes ☐ NoFor-Profit ☐ Yes ☐ NoLocal Government ☐ Yes ☐ NoFaith-based ☐ Yes ☐ NoSole Proprietorship ☐ Yes ☐ No

If yes, indicate if doing business under a different name: _____

Incorporated ☐ Yes ☐ No

If yes, State of Incorporation: _____

7. **If incorporated or partnership, list the individual/titles or organizations holding more than 5% interest in the business.**

_____	_____
_____	_____
_____	_____

C. PROJECT INFORMATION1. **Project Title:** _____2. **Project Address:** _____3. **City/State/Zip:** _____**Amount Requested** \$ _____4. **Project Service Area(s) to be served:**

(If more space is needed, please attach a separate sheet)

5. Provide a high-level summary description of your project.

(If more space is needed, please attach a separate sheet)

D. ORGANIZATIONAL BACKGROUND

Complete Questions 1 through 20 and provide supporting documentation as requested below.

1. Documentation that Applicant is a distinct, identifiable unit if government agency AND has a separate and identifiable operating budget (government proposers only)
2. Proof of 501 (c)(3) Status (non-profits only)
3. Articles of Incorporation and By-Laws (non-profits only)
4. Provide an IRS tax-exempt letter dated no earlier than January 2021 or a Certificate of Status provided by the Secretary of State, Business Programs Division. Online Certificates of Status can be found at http://www.sos.ca.gov/business/pdf/be_ircform.pdf (which may take up to 24 days). If it is not available at the time of submission, please provide explanation that it is in process, and that it will be submitted once received. (Non-profits only).
5. Provide IRS 990 form "Return of Organization's Exempt Form Income Tax." (non-profits only)
6. Current Organizational Chart (all)
7. Submit a copy of organization's last two (2) years of audited financial statements performed by a Certified Public Accountant (CPA). List all audit exceptions, reportable conditions, or material weaknesses your organization has received during the last two (2) years. Identify the audit year, the exception(s) delineated as a result of the audit and the remedy to the finding(s). If an Independent Audit has not been conducted, explain how your organization monitors and maintains its fiscal integrity.
8. Provide a copy of your program's Sliding Scale Fee Policy/Structure (all)
9. Describe the organization's goals, objectives, and mission.
10. Provide a brief description of your organization's accounting system and controls in place.
11. List the person(s) who have legal authority to sign contracts and other legal documents, payment requests, and checks related to this proposal.
12. In the past ten years, has your organization ever had its non-profit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board? If yes, please provide an explanation.
13. Current/Past Litigation or Judgements: Has your organization been sued in the last five (5) years? If yes, provide detailed information regarding litigation (Court and case number), judgements involving your organization(s) or any company your organization holds a controlling interest in, or any company that holds an interest in your organization(s), or any of the principal officers of the organization(s).
14. Current/Past Liens or Monetary Judgements: In the last five (5) years, has your organization had any liens or monetary judgements issued against your organization or any company your organization holds a controlling interest in, or any company that holds an interest in your organization, or any of the principal officers of the organization. Include in your response date of lien(s)/judgement(s) issued, date closed, dollar amount(s) and description/explanation. The County, at its discretion, may request additional information or back-up material.
15. Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations? If yes, please provide an explanation.
16. Have any unfavorable rulings been handed down by any court against your organization or executive director in the past five years? If yes, please provide an explanation.

17. Does your organization currently have any unresolved fiscal, reporting or program issues with any of its funding sources? If yes, please provide an explanation.
18. Provide a copy of your organization's Board of Director's list.
19. Provide a copy of the minutes of your organization's board meeting where the proposed project was discussed.
20. Applicants must provide complete references from three (3) organizations/agencies that are relevant to the services being applied for. The following information for each reference must be included:
 - Reference's organization name;
 - Contact person;
 - Address, phone number and email address;
 - Grant period, funding source and/or amount or fees for funded services; and
 - Description of services provided.

E. SIGNATURES AND ASSURANCES

1. **Non-Discrimination:** This agency will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.
2. **Accountability:** We commit this agency, if a grant is received, to provide all reports to the County of Orange as required; to expend monies only on eligible costs to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County of Orange; to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County of Orange, if requested, by the required date.
3. **Non-collusion:** This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

We affirm that all information in this application is true and correct to the best of our knowledge and that the applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.

*First Authorized Person Signature

Date

Print First Authorized Person's Name

Title

**Second Authorized Person Signature

Date

Print Second Authorized Person's Name

Title

4. Validity of Proposal/Application

The County requires that all Applications be valid for at least three hundred sixty-five (365) days from this RFP's closing date. Applications which are not valid for at least three hundred sixty-five (365) days will be considered non-responsive and subject to rejection.

Applicant hereby certifies that Applicant's Application is valid for three hundred sixty-five (365) days from the RFP Closing Date.

Signature Required

5. Certification of Understanding

The County assumes no responsibility for any understanding of the Applicant or representation made by any of the County's officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

- a. Such understanding or representations are expressly stated in the Contract; and
- b. The Contract expressly provides that the County assumes the responsibility.

By signing below, Applicant certifies that such understanding has been considered in this Proposal.

Signature Required

6. Minimum Qualifications Statement

Applicant hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP.

Signature Required

7. Certificate of Insurance

Applicant hereby certifies Applicant's willingness and ability to provide the required insurance coverage and certificates as set forth in the Section IV - Model Contract, by signing below.

Signature Required

8. Conflict of Interest

Applicant hereby certifies that: (I) Applicant has provided the County with the disclosures required in (a) and (b) below as part of its Application, or (II) that no relationships as outlined in (a) and (b) exist.

- a. Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.
- b. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

Signature Required

Print Name

9. Statement of Compliance

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Applicant hereby certifies (Applicant must certify either **a or b** by signing below):

- a. This Applicant is in strict compliance with this RFP including, but not limited to, the terms and conditions set forth in Section IV – Model Contract and its Attachments and Exhibits and no exceptions are proposed.

Signature required

OR

- b. This Applicant is in strict compliance with this RFP, including the terms and conditions set forth in Section IV – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.

Signature required

Attachments for each proposed exception to this RFP, including, but not limited to Section IV – Model Contract, must include:

1. The complete provision Applicant is taking exception to;
2. The RFP page number and section of the provision Applicant is taking exception to;
3. The suggested rewording by way of track changes (Microsoft Word format);
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on the services to be provided.

10. Exceptions to the RFP Requirements

Exceptions that the applicant has to any of the RFP requirements must be discussed under this section. Exceptions will be reviewed by OC Community Resources (OCCR) staff to evaluate the qualifications of the applicant to meet program and service requirements. The OCCR reserves the right to reject a proposal that is not consistent with the requirements of this RFP.

COMMENTS:

F. ADDITIONAL ASSURANCES, CERTIFICATIONS and COMPLIANCE**Additional Assurances:**

1. I am authorized by my Board of Directors, Trustees, or other legally qualified officer to submit this proposal on behalf of the "Applicant."

Signature Required

2. Applicant is not currently on any Federal, State of California or local Debarment List.

Signature Required

3. Applicant will provide records to show fiscal solvency, if required.

Signature Required

4. Applicant will meet all applicable Federal, State, and local compliance and regulatory requirements. These include, but are not limited to:

- a. Ensuring that records accurately reflect actual performance
- b. Maintaining record confidentiality, as required
- c. Reporting financial, participant, and performance data, as required
- d. Meeting requirements of Section 504 of the Rehabilitation Act of 1973
- e. Meeting all applicable labor laws, including Child Labor Law standards
- f. Meeting all lobbying certification and disclosure of lobbying activities requirements.

I recognize that I must give assurance for each item above, 'a' through 'f', as applicable. If I cannot, this proposal will be automatically rejected.

Signature Required

5. Applicant will not use funds for customers in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.

Signature Required

I certify assurance for each item above, 1 through 5, as applicable.

I acknowledge that if assurance cannot be given for each item above, this application will be rejected.

(Signature)

(Date)

(Print Name)

(Title)

PART II**A. ORGANIZATIONAL QUALIFICATIONS**

Complete Questions 1 through 8

1. Describe Applicant's experience in conducting and administering Domestic Violence Shelter-Based Services Program to the community. (Response not to exceed three (3) pages)
2. Describe Applicant's experience in establishing linkages with social services agencies, health care agencies, schools and law enforcement and other community and/or faith-based organizations for advocacy and community support. (Response not to exceed three (3) pages)
3. Describe the number of Full Time Employees (FTEs) dedicated to the program, including job descriptions and resumes.
4. State the purpose, goals, and philosophy of your organization. Provide a description of your organizational structure, including that of any sponsoring or parent organizations.
5. Explain how your organization's leadership supports the proposed program.
6. If applicable, submit a statement regarding your organization's intent to sub-contract services. If sub-contractors will be used, respondent must describe the experience of each sub-contractor in meeting program requirements. If sub-contractor(s) is/are unknown, at the time of proposal submission, explain how sub-contractor(s) will be solicited and selected and include the dollar amount to be sub-contracted. All subcontracts are subject to final approval by the County of Orange.
7. Please attach the most recent program evaluation written by a current/past funding source other than Orange County's Community Services Department
8. If applicable, provide a list of all county, state or other governmental contracts within the last three years summarizing regulatory and program compliance findings and a listing of all corrective action measures taken. Include why the corrective action measures were issued, the required corrective timelines, how they were resolved and if they were resolved within the required timelines.

B. PROGRAM DESIGN AND SERVICE DELIVERY**1. Personnel Detail Plan**

Complete tables below include the Full Time Equivalents (FTEs) and the costs for each staff member that will be assigned to this program. The "Personnel Budget Detail portion of your budget should be based on a total funding level of \$175,000 (Estimated average for currently funded shelter based programs). This does NOT guarantee funding at this level, but is used only for review purposes. Round off amounts to the nearest dollar.

PERSONNEL								
Personnel – Wages and Benefits						Match		
Position Classification	# of Positions	Annual Salary	FTE	Benefits	DV Grant	Cash Non-Grant	In-Kind Non-Grant	Total
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Administration Personnel Subtotal								

2. Eligibility Requirements Matrix:

Check YES or NO indicating whether the agency provides each of the services as required and respond to each of the questions in the space directly below each question. Limit response to seven (7) pages:

1. Agency capability to augment county funds for Domestic Violence Program		<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe your program's funding resources (including governmental, voluntary, philanthropic or other) over the last three (3) years:			
B. Discuss how your organization will acquire additional funding to serve victims of domestic violence:			
C. Describe formal/informal partnerships your agency has with other organizations:			
D. Identify innovative ways your program has expanded and developed in the last three (3) years:			
2. Shelter on a 24 hours/day, seven (7) days/week basis		<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe how you maintain your shelter in an undisclosed and secure location:			
B. How many adult beds does the shelter currently have: Total: _____			
C. What is a client or family's average length of stay? Total Number of Days: _____			
D. What is a client or family's maximum length of stay? Total Number of Days: _____			
E. Identify the minimum number of individuals (staff and volunteers) who will be on duty at the shelter both during regular working hours (9:00 AM and 5:00 PM) and throughout the remainder of the day/night:			
F. Special Outreach: Identify sizable non-native born communities and/or special populations you serve. Explain how your organization will make it known to each of these communities that they may access your services. State specific outreach partners/resources. Explain how any services provided to them and/or your outreach messages to them will be customized. Identify no more than three (3) communities:			
3. A 24 hours/day, 7 days/week switchboard for crisis calls (hotline)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Explain how staff and volunteers are trained to answer the hotline, including how long the hotline training will be in terms of hours:			
B. Describe the languages that are spoken fluently by personnel responding to calls from the hotline:			
4. Temporary housing and food facilities		<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe:			
5. Psychological support and peer counseling		<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe how your agency provides psychological support and peer counseling:			
B. Identify how many unduplicated clients you estimate will receive individual and peer group counseling during FY 2022-23: Individual:_____ Peer Group: _____			

6. Referrals to existing services in the community	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe:		
7. Drop-In Center	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe the types of services that are provided to clients through this center:		
B. Describe how clients access services outside of normal business hours (i.e., before 9 a.m. and after 5 p.m. as well as on weekends):		
C. Identify how many unduplicated clients you estimate will receive services through the Drop-In Center during FY 2022-23: Total: _____		
8. Arrangements for school aged children to continue their education	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe:		
9. Emergency Transportation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe:		
10. Medical care	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe:		
11. Legal Assistance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe your arrangement for legal assistance, including but not limited to restraining orders and custody disputes:		
12. Other social services	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe how you provide information regarding other social services, including but not limited to court and social advocacy:		
13. Services to domestic violence victims with a physical disability	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe:		
14. Advocacy with social services agencies, schools, and law enforcement	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe how your staff works with these entities in an advocacy capacity for your clients:		
15. Achievement of community support and acceptance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe how your staff advocates for the program to community representatives:		

16. Personnel and Volunteer Requirements	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Describe how you utilize volunteers and the services they provide or assist in providing:		
B. Describe how your staff and volunteers meet the training requirements set forth in Section 1037 of the Evidence Code:		
C. Identify relevant work history, academic education and domestic violence related education and training attained by: ➤ the Shelter Manager: ➤ the senior staff person physically based at your Drop-In Center: ➤ other staff who will be funded under this grant who will provide direct service delivery to clients:		
D. Describe efforts made to recruit formerly battered spouses as staff members:		
17. Personnel's language capability other than English	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A. Indicate if any staff who will be providing direct DV services at your organization speaks any languages other than English. State the name of the staff and language(s):		

C. RESOURCES UTILIZATION AND BUDGET

1. Budget Summary

Complete Program and Administration Cost Categories. Provide quarterly and cumulative breakdown of all

	PROGRAM COSTS	TOTAL	30% MATCH
1.	Salaries:		
2.	Benefits:		
3.	Operations:		
4.	Miscellaneous Client Fees:		
5.	Equipment - \$5,000 or over:		
6.	Equipment – Computer Related under \$5,000:		
7.	Equipment – Non Computer Related:		
8.	Indirect:		
9.	Other (Please Specify):		
	GRAND TOTAL:		

2. Sheltering Cost Summary

Shelter Costs Summary to show the average costs incurred by your organization to provide the basic services to one adult of domestic violence for a period of 45 days.

Cost Category	Grant Share	Non-Grant Share	Total
Personnel – Salaries and Benefits:			
Travel (Staff):			
Consultant/Subcontractors Please specify each:			
Rent/Facility Cost:			
Food:			
Transportation:			
Consumable Office Supplies:			
Equipment:			
Additional Cost Category: _____			
(Please Identify)			
Additional Cost Category: _____			
(Please Identify)			
Additional Cost Category: _____			
(Please Identify)			
TOTAL:			

3. Revenue Disclosure

Complete Summary of Current Funding Sources describing all revenue received during FY 2020-21 and all anticipated revenue for FY 2021-22. Use as many pages as needed.

Funding Source	Amount	Funding Period	Services to be Provided
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Total	\$		

Attachment B



MODEL CONTRACT

FOR THE PROVISION OF

DOMESTIC VIOLENCE SHELTER-BASED SERVICES PROGRAM (DV)
FUNDING SOURCE: 100% MARRIAGE LICENSE & BATTERER'S FEES

BETWEEN

COUNTY OF ORANGE

AND

(UNKNOWN)

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ATTACHMENTS

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Attachment B - Payment/Compensation
Attachment C - Budget Schedule
Attachment D - Staffing Plan
Attachment E - Performance Standards

EXHIBITS

- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy

Model Contract
with
(TBD)
for
DOMESTIC VIOLENCE SHELTER BASED SERVICES PROGRAM (DV)

This Contract No. (Unknown) for Domestic Violence Shelter Based Services Program (DV) (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and (TBD), D-U-N-S No. (TBD), a (State Unknown) (Unknown Entity), with a place of business at (TBD) (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments and Exhibits, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Attachment E - Performance Standards
Exhibit 1 – Drug Free Workplace Certification
Exhibit 2 – Debarment and Suspension Certificate
Exhibit 3 – Certification Regarding Lobbying
Exhibit 4 – Disclosure Form to Report Lobbying
Exhibit 5 – OC Community Resources Contract Reimbursement Policy

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) for Fiscal Year 2022-2023 for Domestic Violence Shelter-Based Services Program funds received by the County pursuant to the Domestic Violence Shelter Based Programs Act, Welfare and Institution Code commencing with Section 18290 et seq., Government Code Sections 26840.7 and 26840.8, Penal Code Section 1203.097; and

WHEREAS, the Contractor represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor and County are entering into this cost reimbursement Contract for Domestic Violence Shelter-Based Services Program (DV); and

WHEREAS, Contractor agrees to provide Domestic Violence Shelter-Based Services Program (DV) to the County as further set forth in the Scope of Services, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Contractor agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

WHEREAS, Contractor agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment E; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Domestic Violence Shelter-Based Services Program (DV) with the Contractor to carry out certain program services and activities for Fiscal Year 2022-2023.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“Administrator” means the Executive Director, of Orange County Community Investment Division (“CID”), as subdivision within the Orange County Community Services (“OCCS”) department, or designee thereof.

“Contract Administrator” means the designated Manager, a Deputy Purchasing Agent (“DPA”) within the Contract Development and Management (“CDM”) team, who shall administer the contractual responsibilities for this Contract and manage all contractual changes as necessary or reasonable to comply with County Policies.

“County’s Project Manager” means the designated Manager with the County Program Management team who shall administer and monitor the services within this Contract as is necessary or reasonable to comply with County policies.

“Director” means the County Director of the Orange County Community Resources (“OCCR”) department.

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ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by the County designated Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Intentionally left blank
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnitees as identified in Paragraph Z below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including

the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph Z below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty, cost, expense or liability of any kind (1) for cause ("Termination for Cause", as defined below), or (2) after 30 days' written notice without cause. Exercise by County of its right to terminate the Contract for cause or without cause shall relieve County of all further compensation, obligation, cost, expense or liability of any kind.
1. Termination for Cause. Termination for Cause shall mean the County's termination of the Contract in the event of:
 - i. A violation of the law or failure to comply in a timely manner with any condition of this Contract;
 - ii. Inadequate program performance;
 - iii. Failure to comply with reporting requirements;
 - iv. Evidence that Contractor is in such an unsatisfactory financial condition, as determined by County, as to endanger performance of this Contract, including the loss of other funding sources;
 - v. Delinquency in payment of taxes or the costs of performance of this Contract in the ordinary course of business;

- vi. Appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against Contractor;
 - vii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Contractor's assets or income;
 - viii. Bankruptcy proceedings of Contractor;
 - ix. Finding of Contractor's debarment or suspension;
 - x. Material change in Contractor's organizational structure;
 - xi. Any breach of the Contract by Contractor; and
 - xii. Any misrepresentation, or fraud on the part of the Contractor.
2. **Cost to Cover.** In the event of any termination of the Contract, County may proceed with the work for which this Contract provides in any manner deemed proper by County. The cost to County of completing the work for which this Contract provides shall be deducted from any sums due Contractor under this Contract but Contractor shall not be relieved of liability. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Contractor, and County may withhold any payments to Contractor until such time as the exact amount of damages due County from Contractor is determined.
3. **Return of funds.** Contractor agrees that upon expiration or notice of termination of this Contract or dissolution of Contractor's entity, Contractor shall, immediately upon written demand, return to County all funds paid to Contractor by County, which are not payable for goods or services delivered prior to the termination or expiration of this Contract or the dissolution of Contractor's entity.

Nothing in this Paragraph K shall preclude the County from exercising its termination rights as set forth in Paragraph BB or under any other provision in the Contract.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor warrants all work under this Contract and shall take necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses

required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is

preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty	\$100,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability and Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in

insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations, including, but not limited to those issued by County in its governmental capacity, the laws, regulations, and requirements set forth in of this Contract, and all other laws applicable to the services at the time services are provided to and accepted by County (collectively "laws"). Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph Z below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Intentionally left blank
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status

requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor, its agents, employees, affiliates or subcontractors, pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's Project Manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or

obligation of funds by, the State of California or Federal government to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate upon ten (10) days written notice or modify this Contract without penalty.

- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change to the scope of services to cover those costs has been issued. Board of Supervisor approval may be required.

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Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Domestic Violence Shelter-Based Services Program (DV) from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence on July 1, 2022 and continue through June 30, 2025 for three (3) years, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed for three (2) additional one (1) year terms under the same terms, conditions, and scope of services by mutual written agreement of both Parties. Renewals will be at the County's discretion and the County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. At no time may this Contract exceed five (5) years from the initial Contract term of the RFP cycle. The costs for any renewal periods shall be substantially similar to the initial term of the Contract and continue to be reasonable and necessary for all renewals. In connection with a possible renewal, the County shall have the right to consider Contractor's actual expenditures, the units of service, the current cost policy standards, and changes in program requirements, and Contractor shall, upon the County's request, promptly provide to the County all documentation related to such items.
4. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
5. **Maximum Obligation:** The total Maximum Obligation of County to the Contractor for the cost of services provided in accordance with this Contract is \$(TBD), with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment C.

Contract Administrator may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of the original Fiscal Year of the contract term. Increases in excess of 10% of the original Contract must be approved by the County Board of Supervisors.

6. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor will give County written notice no later than ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall

prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

7. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Paragraph K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
8. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
9. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
10. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

The Contractor shall not use moneys provided under this Contract to pay or reimburse any staff person of Contractor or any consultant to Contractor, if such staff person or consultant is a member of the Board of Directors, or other official governing body, of Contractor. Contractor shall further be subject to the full texts of all local, State and federal conflict of interest statutes applicable to this Contract.

11. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
12. **Service Contract – Follow-On Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
13. **County's Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.
14. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
15. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Contractor's Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager, in consultation and agreement with the County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager, in consultation and agreement with the Administrator, shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

Contractor's Project Manager shall (1) not layoff staff unless and until the County has approved Contractor's plan for replacing such personnel in a manner that ensures Contractor's continued performance of all obligations under the Contract including, but not limited to, staffing obligations, and (2) give the County ten (10) days written notice of intent to lay off staff and/or dissolve classifications listed and approved in the staffing plan made a part of this Contract as Attachment D (Staffing Plan).

16. **Contractor's Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees

assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
18. **Licenses:** At its own expense, Contractor and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his/her/its subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

19. **Disputes – Contract:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
- C. Contractor will provide the County the opportunity to cure an alleged material breach. If Parties are unable to successfully resolve the alleged material breach, the Contractor will provide the County 180 days to transition contracted services with the intent to terminate the contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Administrator. If the County fails to render a decision within 90 days after

receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K herein.

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

21. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional mark-up and/or costs increases as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted beyond Contractors actual costs, which shall be reasonably mitigated. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by the Contractor as the Project Manager and/or key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or

documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

23. **Non-Supplantation of Funds:** Contractor shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
24. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

25. **Access and Records:**

- A. Access. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor's activities, books, documents and papers (including computer records and emails) and to records of Contractor's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a subcontractor that is approved pursuant to this Contract and shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Administrator which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.
- B. Records Retention. All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor's office or place of business for the duration of this Contract and thereafter for four (4) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. Liability. Contractor shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit

exceptions to the extent that such liability is attributable to Contractor's failure to perform under this Contract.

26. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
27. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
28. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without advance written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the advance written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The Contractor shall select a subcontractor in accordance to Federal and/or State procurement standards. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange. Additional Subcontract expectations identified in Attachment A.

29. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding persons with disabilities persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to disabled persons in employment or in advancement in employment or otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disabilities in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified disabled persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found

in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding persons with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

30. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
31. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
32. **Notices:** Any and all notices, request demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: (TBD)
(Address)
(Address)
(Contract Name)
(Phone Number)
(Email Address)

County: OC Community Services
Community Investment Division
1300 S. Grand Ave. Bldg. B, 1st Floor
Santa Ana, CA 92705-4407
County's Project Manager
(Phone Number)
(Email Address)

Assigned DPA: OC Community Resources
 Contract Development and Management
 601 N. Ross St., 6th Floor
 Santa Ana, CA 92701
 Contract Administrator
 (Phone Number)
 (Email Address)

33. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
34. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
35. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
36. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or Services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

37. County Branding Requirements:

Publicity, Literature, Advertisement and Social Media

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.

B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:

1. Contractor's Project Manager must provide its written approval of the content and publication of the information at least 5 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon by the Project Manager;
2. Unless directed otherwise by the County's Project Manager, the information will include a statement that the program, wholly or in part, is funded through County, State and Federal government funds from the Domestic Violence Shelter-Based Services;
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Contractor, unless approved in writing by the Contractor's Project Manager; and,
4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the County's Project Manager. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

38. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

39. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

40. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

Program Specific Terms and Conditions:

41. **Debarment:** Contractor shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

42. **Lobbying Certification:**

- A. Contractor shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit 3 and incorporated herein by this reference. Contractor shall complete and immediately forward to the County's Project Manager the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if Contractor, or any person, firm or corporation acting on Contractor's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by Contractor pursuant to this Contract.
- B. Contractor agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
- C. Contractor shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).
43. **Fraud:** Contractor shall immediately report to the County's Project Manager, in writing, all suspected, alleged, or known instances and facts concerning possible fraud, abuse or criminal activity by either Contractor or its Subcontractor(s) under this Contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

Contractor shall maintain records, documents, or other evidence of fraud and abuse until otherwise notified by County.

44. **Fiscal Appropriations:** This Contract is subject to and contingent upon available local, state, and/or federal funds and applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated, without penalty to the County.

45. **Fiscal Accountability:**

- A. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor's system shall provide fiscal control and accounting procedures that will include the following:

1. Information pertaining to sub-grant and Contract awards, obligations, unobligated balances, assets, expenditures, and income;
 2. Effective internal controls to safeguard assets and assure their proper use;
 3. A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
 4. Source documentation to support accounting records; and
 5. Proper charging of costs and cost allocation.
- B. Contractor's Records. Contractor's records shall be sufficient to:
1. Permit preparation of required reports;
 2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
 3. Permit the tracking of program income earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation; and
- C. Costs Charged. Cost shall be charged to this Contract only in accordance with the applicable portions of sections 465-471.5 of the California Business and Professions Code, Title 16, Chapter 36 of California Code of Regulations.
46. **Indirect Costs:** The County of Orange reserves the right to cap administrative cost at 10%.
47. **Dissolution of Entity:** Contractor shall notify County immediately of any intention to discontinue its existence or bring an action for dissolution.
48. **Performance Standards:** Contractor shall comply with and adhere to the performance standards and general program requirements described in Welfare & Institutions Code Sections 18294 through 18298 and applicable regulations as contained in Attachments of this Contract. In addition, in its performance under this Contract, Contractor shall fully comply with the requirements of the following, whether or not otherwise referred to in this Contract:
- A. Contractor acknowledges that the funds being provided by County are funds received by County pursuant to the Domestic Violence Shelter-Based Programs Act, Welfare and Institutions Code Section 18305 et seq., Penal Code Section 1203.097 ; and that Contractor must expend these funds in accordance with said Domestic Violence Shelter-Based Programs Act and Welfare and Institutions Code commencing with Section 18290 and all pertinent regulations by agencies of the State Government;
 - B. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;

- C. All mandatory standards and policies relating to energy efficiency as particularized in the state Energy Conservation Plan (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be thereafter amended;
- D. All applicable State statutes, regulations, policies, procedures and directives;
- E. All applicable County policies, procedures and directives;
- F. All applicable local ordinances and requirements, including use permits and licensing;
- G. Court orders applicable to Contractors; and
- H. The terms and conditions of this Contract.

With the exception of Subparagraph (H) above, if any of the foregoing is enacted, amended, or revised, Contractor will comply with such or will notify Contract Manager after enactment or modification that it cannot so comply. County may thereupon terminate this Contract, if necessary.

49. **Payments:**

Contractor agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before June 30, and that any and all funds remaining as of June 30 annually, which have not been disbursed shall be returned by Contractor to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Contractor will be reimbursed by County if incurred after June 30 of each fiscal year.

Upon the effective date of this Contract, County shall make payment to Contractor in accordance with the following payment schedule:

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Contractor's invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Contractor's invoice so long as the total payments under this Contract do not exceed the Contract Maximum Obligation.
- B. County Discretion: At the sole discretion of County, payments to Contractor may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Contractor.
- C. Invoices: Contractor shall provide monthly invoices by the 20th day following the month being reported. If the 20th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Contractor costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation has been received and approved by the County. All costs included on

invoices must be eligible for reimbursement and allowable costs under all applicable laws, regulations, and requirements set forth in of this Contract.

If Contractor expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Contract, Contractor may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received. Refer to Attachment B, Payment/Compensation for additional information.

50. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth. Contractor shall ensure all costs incurred under the Contract, and its performance hereunder, shall comply with all applicable laws, regulations, and requirements set forth in of this Contract.
51. **Match Requirement:** Contractor must provide proof of at least 30% cash and/or in-kind local matching share of the grant amount. Other funding from the County cannot be used to meet this match, as specified in Attachment C - Budget Schedule.
52. **Modification of Budget Schedule:** Upon written approval from the Administrator, the Contract Administrator shall have the authority to transfer allocated program funds from one category of the overall program Budget Schedule to any other category of the overall Budget Schedule pursuant to a written request submitted by Contractor. No such transfer may be made without the express prior written approval of County. Contractors will be limited to three (3) adjustments per year. Each modification shall be submitted to the County's Project Manager using the Budget Modification forms provided by the Contract Administrator, no later than ten (10) days after the end of the first three quarters as necessary. The County has the right but not the obligation to make changes to the Budget Schedule at any time. County initiated adjustments will not count towards the three allowed modifications each year.
53. **Annual Audit:**
 - A. Independent Audit: Following each County Fiscal Year covered by this Contract, Contractor shall independently arrange for an audit of its use during the preceding County Fiscal Year of Domestic Violence Shelter-Based Services Program funds received from County. Said audit shall contain a final reconciliation of actual revenues and expenses compared to the Budget Schedule (Attachment "C") for said County Fiscal Year, pursuant to 16 California Code of Regulations Section 3642. Said audit shall describe and assess fiscal practices and status.
Contractor shall submit one (1) copy of such audit report to County and to the State's Department of Consumer Affairs within ninety (90) days after the end of each County Fiscal Year covered by this Contract.
 - B. State Audit: Pursuant to and in accordance with Government Code Section 8546.7 in the event this Contract provides for expenditures of public funds in excess of ten thousand (\$10,000), the Parties shall be subject to an examination and audit by the State Auditor for a period of three (3) years after final payment under this Contract.

54. Non-Discrimination and Compliance Provisions:

- A. State laws.
- i. Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability.
 - ii. Contractor's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
 - iii. Contractor shall include the nondiscrimination and compliance provisions of this Paragraph 54 "A" in all sub-contracts to perform work under this Contract.
- B. Title VI of Civil Rights Act. Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Contractor hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.
- C. Title VII of Civil Rights Act. Contractor shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.
- D. Disability discrimination. Contractor shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.
- E. Addition and future laws. Other current and future federal and state laws prohibiting discrimination on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation.
- F. Failure to comply. If Contractor fails to comply with the requirements of any Sub-Paragraphs of this Paragraph 54 Administrator may withhold payment to Contractor and/or terminate this Contract in accordance with Paragraph K.

55. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or department, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, or other media of any kind, are to be administered only by the County unless otherwise agreed to by both Parties.
56. **Drug Free Workplace:** Contractor shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 1 and incorporated herein by this reference.
57. **D-U-N-S Number and Related Information:** D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

The D-U-N-S Number must be provided to County at the County's request and prior to the execution of this Contract. Contractor shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is "active," with no active exclusions prior to execution of this Contract. If County cannot access the Contractor's D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Contractor's data entry for its D-U-N-S number, the Contractor must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

58. **Modification of Program Components and Service Levels:** The Parties hereto agree that those program components and service levels detailed in Attachments A, B, C, D, and/or E, may be modified upon mutual written agreement of the Administrator and Contractor so long as the total payments under this Contract are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachments A, B, C, D, and/or E, then the County shall have the right to unilaterally modify this Contract to meet such requirements.
- A. County may at any time, unilaterally, by written notification to Contractor, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Changes may be made when necessitated by changes in the Domestic Violence Shelter-Based Services Program (DV) operations or performance, the operations or performance of Contractor, or changes in applicable statutes, regulations or State of California or Federal mandates or directives, or for other reasons. The Contractor shall review the County's written notification, resolve any questions regarding the change, and indicate its understanding of the additional expectation within three (3) business days after receipt of notification. Contractor shall perform all such changes promptly but in no event later than ten (10)

business days after receiving County's notification unless otherwise directed by the County. Such changes will be memorialized into the Contract through a Contract amendment, as soon as practicable, but shall be effective upon the County's issuance of the notification.

- B. Contractor and County shall make a good faith effort to reach agreement with respect to changes to the scope, which affect the price of services under the Contract. Contractor's protest or failure to agree to the amount of any adjustment to be made as a result of the anticipated amendment shall be a dispute for which an appeal may be made pursuant to this Contract. Notwithstanding the foregoing, the price of services under this Contract shall not be increased except by written amendment of this Contract indicating the new services and price of this Contract if applicable. Until the Parties reach agreement, Contractor shall not be obligated to assume increased performance under the anticipated amendment beyond the limitation of funds established within this Contract.
- C. Contractor may request changes in the scope of performance or services under this Contract, by submitting a written request to the County's Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. The County's Project Manager will review the request and respond in writing within ten (10) business days. The County's Project Manager's decision whether to approve the request or request Board of Supervisors' approval shall be final. The Contract Administrator may approve a request that meets all of the following criteria:
 - i. It does not materially change the terms of this Contract, and
 - ii. It is supported by adequate consideration to County.

Board of Supervisors' action is necessary to approve a request from Contractor that does not satisfy all of the criteria listed above.

59. Standards of Conduct:

- A. General Assurance. Every reasonable course of action will be taken by Contractor in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.

This Contract will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. Contractor, its officers and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- B. Employment of Former State or County Employees. Contractor will ensure that any of its employees who were formerly employed by the State of California or County, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Contract, will not be assigned to any part or phase of the activities conducted pursuant to this Contract for a period of not less than two years following the termination of such employment.

- C. **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of Contractor will receive favorable treatment when considered for enrollment in programs provided by, or employment with Contractor.
 - D. **Conducting Business Involving Close Personal Friends and Associates.** Executives and employees of Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Contract, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for Contractor to conduct business with a friend or associate of an executive or employee of Contractor or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of Contractor, a permanent record of the transaction will be retained.
 - E. **Avoidance of Conflict of Economic Interest.** No executive or employee of Contractor, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of Contractor will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or County.
60. **Policies and Procedures:** Contractor shall monitor its program for compliance with the provisions of this Contract. Contractor shall also comply with all applicable parts of County's Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from County's Project Manager.
61. **Sweat-free Code of Conduct:** All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Contractor from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or County, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under this paragraph.
62. **S.W.A.G:** The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
63. **Corporate Status:** All corporate Contractors shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue service. The corporate Contractor shall maintain the good status standing with the Secretary of State of California throughout the term of this Contract. Any change in corporate status or suspension shall be reported by Contractor immediately in

writing to County's Project Manager. If Contractor fails to maintain good standing or has failed to be in good standing at the time of the effective date of this Contract, County, in addition to all remedies available under the law and this Contract, pursuant to Termination provision of this Contract, terminate this Contract for cause.

Contractor, by signing this Contract, does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

64. **Equipment:** All computer-related and electronic equipment purchased with funds provided under this Contract or which are furnished to Contractor by County shall be considered "Equipment." This includes, but is not limited to laptops, desktop computers, iPads, cell phones, PDAs, cameras, and DVD players. Title to all items of Equipment purchased vests and will remain in County, and as such shall be designated by County's Project Manager. The use of such items of Equipment is limited to the performance of this Contract. Upon the termination of this Contract, Contractor shall immediately return any items of Equipment to County or its representatives or dispose of them in accordance with the directions of County's Project Manager.

Contractor further agrees to the following:

- A. To maintain all items of Equipment in good working order and condition, except for normal wear and tear.
- B. To label all items of Equipment, do periodic inventories as required by County's Project Manager and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by County's Project Manager. All such lists shall be submitted to County's Project Manager within ten (10) days of the request, therefore Inventory lists must be maintained for four (4) years after final disposition of property.
- C. To report in writing to County's Project Manager immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted, and a copy of the police report submitted to County's Project Manager.
- D. To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the Parties' interests as they appear.
- E. The purchase of any Equipment by Contractor shall be requested by Contractor in writing, shall require the prior written approval of the Administrator and shall fulfill the provisions of this Contract which are appropriate and directly related to Contractor's service or activity under the terms of this Contract. County may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by Contractor, if prior written approval has not been obtained from County's Project Manager.

65. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

66. **Transitional Requirements:** One-hundred and eighty (180) days prior to the expiration/cancellation of the term of the Contract, Contractor shall provide the County with a plan for transitioning services provided under this Contract to the County, or third party(ies) designated by the County, upon the termination or expiration of the Contract for any reason ("Termination Transition Plan"). Contractor's Termination Transition Plan shall include all details necessary to guide Contractor, County, and other third-party vendors through the process of migrating all functions and services previously performed by Contractor to the County or its new designee(s) and shall include at least the following elements:

- a. Meets County timeline requirements;
- b. Details specific transition activities to be accomplished;
- c. Assigns responsibility for owning the execution of each transition activity;
- d. Assigns responsibility for all supporting roles for each transition activity;
- e. Includes timelines detailing expected durations for each transition activity;
- f. Is documented and available to all entities associated with providing services under the Contract;
- g. Ensures appropriate subject matter experts are assigned to plan development; and
- h. Identifies termination risks associated with transitioning the services.

The County shall have the right to approve and request modifications to the Termination Transition Plan, and Contractor shall make all such modifications in a timely manner.

The Parties acknowledge and agree that County's operations are dependent on the services provided under this Contract and County's inability to receive such services may result in irreparable damages to County.

The provisions of this clause shall survive the expiration or termination of this Contract.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Signature Page

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Contract to be executed.

***(UNKNOWN)**

By: --- DO NOT SIGN ---

By: --- DO NOT SIGN ---

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____

Dated: _____

Dylan Wright, Director
OC Community Resources

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

By: _____

Dated: _____

DEPUTY COUNTY COUNSEL

Attachment A

SCOPE OF SERVICES AND GENERAL REQUIREMENTS

<TBD>

Domestic Violence Shelter-Based Services Program (DV)

July 1, 2022 – June 30, 2023

Complete Scope of Service(s) and additional requirements to be determined based on Applicant's Proposal Application, Program Requirements and negotiations.

Refer to Section II of the RFP document for more information regarding the Scope of Services and General Requirements.

Attachment B**PAYMENT/COMPENSATION**

<TBD>

**Domestic Violence Shelter-Based Services Program (DV)
July 1, 2022 – June 30, 2023****1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Contractor for up to: \$ TO BE DETERMINED for 12-months (July 1, 2022 – June 30, 2023) as set forth in Attachment A (Scope of Services and General Requirements) attached hereto and incorporated herein by reference. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the Contract Maximum Obligation specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENTS:

Contractor agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before June 30, and that any and all funds remaining as of June 30 annually, which have not been disbursed shall be returned by Contractor to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Contractor will be reimbursed by County if incurred after June 30 of each fiscal year.

Upon the effective date of this Contract, County shall make payment to Contractor in accordance with the following payment schedule:

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Contractor's invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Contractor's invoice so long as the total payments under this Contract do not exceed the Contract Maximum Obligation.
- B. County Discretion: At the sole discretion of County, payments to Contractor may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Contractor.
- C. Invoices: Contractor shall provide monthly invoices by the 20th day following the month being reported. If the 20th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Contractor costs, incorporated herein by reference as

Attachment B

Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation has been received and approved by the County. All costs included on invoices must be eligible for reimbursement and allowable costs under all applicable laws, regulations, and requirements, and requirements set forth in Paragraph T (Compliance with Law) of this Contract.

3. PAYMENT TERMS:

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements and/or are not eligible for reimbursement or allowable costs under all applicable laws, regulations, and requirements set forth in Paragraph T (Compliance with Law) of this Contract.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Program Invoice(s) must be sent to the following address:

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th Floor
Santa Ana, CA 92701

4. INVOICING INSTRUCTIONS:

The Subrecipient will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include in the Demand Letter/Invoice the following information:

- A. Contractor's name and address
- B. Contractor's remittance address (if different from A)
- C. Name of County Agency/Department
- D. County Contract Number - TBD
- E. Master Agreement (MA) Number – TBD

Attachment B

- F. Delivery Order (DO) Number - TBD
- G. Service Date(s) – Month of Service - TBD
- H. Deliverables/Service description (in accordance with Attachment A)
- I. Contractor's Federal Tax I.D. number
- J. Total Invoice Amount

Attachment C

BUDGET SCHEDULE

<TBD>

Domestic Violence Shelter-Based Services Programs (DV)
July 1, 2022 – June 30, 2023

1. Contractor's Budget:

Cost Categories	Budgeted Costs
Program (Direct Costs)	\$0
Administration (Indirect Costs)	\$0
Total Budgeted Costs	\$0

2. Budget(s) contained in Attachment C of this Contract are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of August 2022 invoice(s), the negotiated detailed budget must be submitted to the County for final approval. Budget template(s) will be provided by the County. In support of the monthly invoice, Contractor shall submit monthly Expenditure Reports on a form provided by, the Contract Administrator and will report actual costs. Invoices shall be submitted based upon the approved detailed budget(s).
3. Contractor may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request Form provided by the Contract Administrator must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Contractor shall obtain written approval of Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Contractor.

STAFFING PLAN

<TBD>

Domestic Violence Shelter-Based Services Program (DV)**July 1, 2022 – June 30, 2023****DOMESTIC VIOLENCE SHELTER-BASED SERVICES PROGRAM STAFFING PLAN AND AGENCY MATCH:**

STAFFING PLAN AGENCY MATCH	
Title	FTE*
TOTAL:	

*1.00 FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

The Parties agree that the County has the right to require other or additional personnel to perform services under the Contract, as required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.

AGENCY MATCH					
Period	Salaries	Benefits	Salary Match	Benefits Match	Total Agency Match (30% Minimum of Shelter-Based Contract Total)

PERFORMANCE STANDARDS

<TBD>

Domestic Violence Shelter-Based Services Program (DV)

July 1, 2022 – June 30, 2023

I. Service Performance

- 1) **Services:** Provision of services reported by including information regarding the: a) projected total number of persons requesting (not requiring) services, and b) projected total number of persons served according to the type of service they were provided with.
- 2) **Shelter Residence – Adults or Children:** Provision of 24-hour care, supervision and shelter of individuals. Includes provision of food and food supplements for meal preparation on-site including. Adults or children are housed at \$70 per night, for an average of 30 days per client, and provided three (3) meals a day.
- 3) **Individual Counseling:** Available provision of counseling techniques by a licensed clinician, a professional counselor or an intern whose work is directly supervised by a licensed clinician in a group setting.
- 4) **Group Counseling/Educational Classes:** Available provision of counseling techniques by a licensed clinician, a professional counselor, domestic violence victim advocate, field professional, or an intern whose work is directly supervised by a licensed clinician in a group setting; and/or provision of on-going, regularly scheduled classes on topics such as, but not limited to: health, nutrition, English, and basic skills.
- 5) **Case Work:** In conjunction with available counseling, this available activity includes but is not limited to: writing case summaries, making incidental contacts to parents or other agencies on behalf of client, legal assistance referrals, arranging appointments, reviewing lab results, etc.
- 6) **Parent Education:** Available instruction for parents which includes information on child development, child services, enrichment activities or the teaching of practical skills for child-rearing such as basic health care procedures for infants. May include specialized course or communication (such as P.E.T.), child discipline, etc.
- 7) **Hotline Crisis Intervention Telephone:** Telephone referrals and counseling

Attachment E

services for suicide prevention or crisis intervention. Includes referral of individuals to appropriate agencies offering services not provided by the program. Number of annual calls received are based on usage.

- 8) School Enrollment:** All school-aged children being housed at the shelter will be enrolled in school.
- 9) Safety Net / Motel Voucher Program** (If Applicable): The provision of short-term emergency residence in a predetermined and approved motel until space becomes available at one of the contracted shelters. Includes counseling and meals. Client motel voucher/safety net adult bed nights are calculated at a cost of \$75 per night.
- 10) Referrals of Job-Ready Clients to One Stop Centers:** Referrals for One-Stop Center services and/or programs for job-ready clients. A minimum of two clients per month shall be referred to the One-Stop System.

EXHIBIT I**Page 1 of 1****DRUG FREE WORKPLACE CERTIFICATION**

Company/Organization Name:

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above-named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

Official's Name

Orange

Date Executed

Executed in the County of

Contractor or Grantee Recipient Signature and Title

EXHIBIT 2**Page 1 of 2**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name

Title

Authorized Signature

EXHIBIT 2**Page 2 of 2****DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT 3**Page 1 of 1**

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Name

Title

Authorized Signature

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

EXHIBIT 4
Page 1 of 3

**INSTRUCTIONS FOR COMPLETION OF
SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub-awardee, e. g. the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

EXHIBIT 4**Page 2 of 3****DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Sub-awardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Sub-awardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ _____ Print Name: Title: Telephone No: Date:

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET
Approved by OMS - 0348-0046

Reporting Entity: _____

_____ Page _____ of _____



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: January 17, 2020

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and OC Housing & Community Development. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:

Executed County Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

EXHIBIT 5

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:**Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
OC Community Resources Accounting
601 N. Ross St., 6th Floor
Santa Ana, CA 92701

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com



Reimbursement Policy Status Form

Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Contractor is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor's designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

Contractor:

Effective Date:

Contract #:

Documentation Status: ☐ Abbreviated ☐ Comprehensive

Program Authorization by:

Auditor Controller Authorization by:

Print Name

Print Name

Signed by: _____

Signed by: _____

Date:

Date:

Two signatures are required to implement the form.

Distribution:

Contractor

Auditor Controller


Contract File

Program File


**Instructions to Bookmark PDF Proposal**

Step 1: Launch Adobe Acrobat Professional.

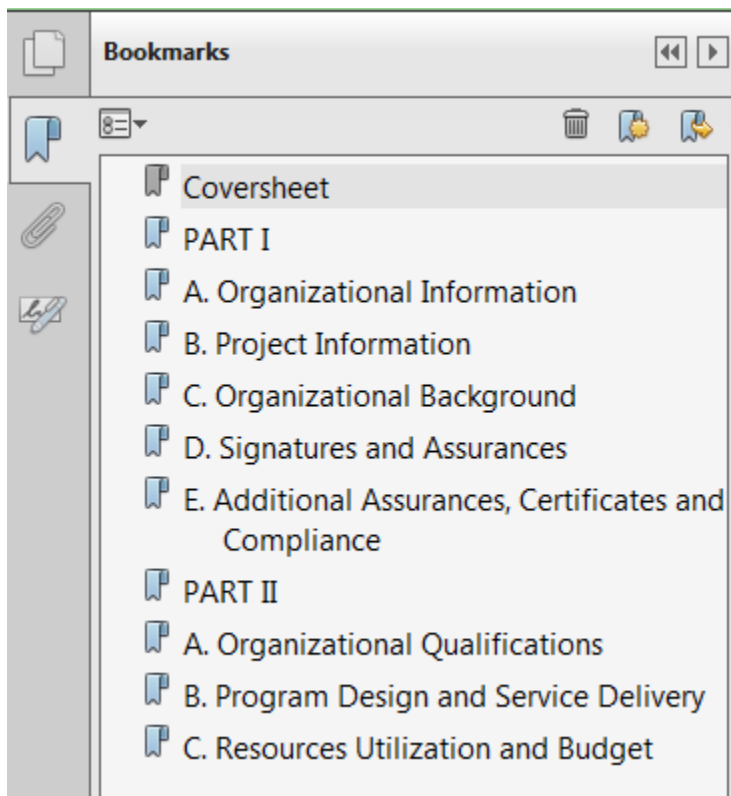
Step 2: Open a file in PDF format.

Step 3: Click on the ribbon  symbol to the left of the screen to add Bookmarks.



Step 4: Scroll down to the specific Attachment and click on the ribbon  symbol to label each section. Or you may also right click on the document and then choose the 'Add Bookmark' option.

The following labels should be used as Bookmarks on your Proposal:



Note: If you need additional assistance, please go to Adobe Acrobat Professional



REQUEST FOR PROPOSAL (RFP BID NO. 012-2140501-JM)
Domestic Violence Shelter-Based Services

ADDENDUM NO. 1

The following changes, corrections and additions made to RFP Bid No. 012-2140501-JM for the above-named project:

RFP DOCUMENT

SECTION I: INTRODUCTION AND INSTRUCTIONS TO APPLICANT

C. INSTRUCTIONS TO APPLICANT AND PROCEDURES FOR SUBMITTAL

- **Paragraph C.1. revised as follows:**

"Applicants who intend to submit an application must submit a signed Letter of Intent on the Applicant's letterhead to Jennifer Martinez, Contract Administrator, via email to cdm.rfpmail@occr.ocgov.com. The **MANDATORY** letter should reference RFP No. 012-2140501-JM: County of Orange – Domestic Violence Shelter-Based Program. Applicants will receive a confirmation email within two (2) business days of receipt of the Letter of Intent. The Letter of Intent must be received on or before ~~Friday~~ **Wednesday, December 8, 2021**, no later than **4:00 P.M. (PT)**."



REQUEST FOR PROPOSAL

FOR

FY 2022-2023

DOMESTIC VIOLENCE SHELTER-BASED SERVICES PROGRAM

RFP No. 012-2140501-JM

RFP TERM IS FOR FIVE (5) YEARS THRU FY 2025 - 2027



REQUEST FOR PROPOSAL

County of Orange

PROPOSALS MUST BE RECEIVED ON OR
BEFORE

January 5, 2022
By
4:00 P.M. Pacific Time

RFP Number
012-2140501-JM

INSTRUCTIONS:

1. SUBMIT ELECTRONIC PROPOSAL THROUGH BIDS SYNC.
2. RETURN THIS PAGE SIGNED.
3. ALL SUBMITTALS ARE TO BE IDENTIFIED WITH RFP #.012-2140501-JM
4. FOR FURTHER INFORMATION, CONTACT:
www.BidSync.com

DATE: November 23, 2021

REQUEST FOR PROPOSAL (RFP)

The County of Orange, OC Community Resources/OC Community Services; (hereinafter referred to as "County") is soliciting proposals ("Proposal") from qualified firms (hereinafter referred to as "Applicant"), to provide Domestic Violence Shelter-Based Services Program as defined in the Domestic Violence Shelter-Based Programs Act Welfare & Institutions Code Sections 18290-18307. Applicant must meet the minimum qualifications and requirements set forth in the RFP and must be capable of providing all core services set forth in the Scope of Services, attached in Section II and incorporated herein by this reference.

This RFP is set out in the following format:

- SECTION I Introduction and Instructions to Applicant
- SECTION II Scope of Services
- SECTION III Proposal Response Requirements
- SECTION IV Model Contract

PROPOSALS ARE DUE January 5, 2022 BY 4:00 PM Pacific Time (PT).

This is a fully electronic bid and only electronic proposals will be accepted. Electronic bids must be submitted at www.BidSync.com. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFP must be directed to: Jennifer Martinez (hereinafter referred to as "Contract Administrator") via www.BidSync.com (RFP: 012-2140501-JM). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339, Option 1. Applicant is not to contact other County personnel with any questions or clarifications concerning this RFP.

The Contract Administrator will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the Contract Administrator and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL (RFP) AND TO THE TERMS, CONDITIONS, APPLICATION(S) AND EXHIBITS REFERENCED HEREIN.

Company Name (as it appears on your invoice and W9)

Fed ID#

Address

Authorized Signature (Sign all copies)

Title

Date

Name of person to contact in reference to this proposal

Phone Number

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SECTION I: INTRODUCTION AND INSTRUCTIONS TO APPLICANT

A. INTRODUCTION

This Request for Proposal (RFP) is being released for Domestic Violence Shelter-Based Services Programs as defined in the Domestic Violence Shelter-Based Programs Act. This RFP is an opportunity to allow qualified organizations to present proposals that will assist Orange County Community Resources, a division of the County of Orange, in selecting applicant(s) that will best meet the needs of the County for a three (3) year term with the option to renew contract(s) for two (2) additional one (1) year terms. RFP term may not exceed five (5) years.

Refer to Section II of this RFP for an expanded description of the Scope of Services and Exhibit 2 Domestic Violence Shelter-Based Programs Act Welfare & Institutions Code Sections 18290-18307.

This RFP requires a match of at least 30% cash and/or in-kind. Refer to Paragraph L. Match Requirements of Section II: Scope of Services.

B. PROPOSED TIME SCHEDULE

Date	Action
November 23, 2021	Release of RFP
December 8, 2021	MANDATORY - Letter of Intent to Submit Application
December 17, 2021	Written Questions from Applicant(s) Due by 12:00 P.M. PT
January 5, 2022	Deadline for Proposals: Due by 4:00 P.M. PT
January 6, 2022	Evaluation of Proposals and Negotiations
April 26, 2022	Board of Supervisors Approval of Selection of Applicant(s)

The timeline provided above is proposed and may change at any given time. Proposers will be notified via BidSync of any timeline changes.

C. INSTRUCTIONS TO APPLICANT AND PROCEDURES FOR SUBMITTAL

- Applicants who intend to submit an application must submit a signed Letter of Intent on the Applicant's letterhead to Jennifer Martinez, Contract Administrator, via email to cdm.rfpmail@occr.ocgov.com. The **MANDATORY** letter should reference RFP No. 012-2140501-JM: County of Orange – Domestic Violence Shelter-Based Program. Applicants will receive a confirmation email within two (2) business days of receipt of the Letter of Intent. The Letter of Intent must be received on or before **FridayWednesday, December 8, 2021**, no later than **4:00 P.M. (PT)**.
- Applications received without prior submittal of the **MANDATORY** a signed Letter of Intent before the prescribed due date will not be accepted or will be considered non-responsive and will NOT move forward in the solicitation process and will not be considered for award.
- This is a fully electronic bid. Electronic proposals are due on or before **January 5, 2022**, no later than **4:00 P.M. (PT)**, and are to be submitted electronically via BidSync.com. Paper proposals will not be accepted. Late submissions will not be accepted.

It is the sole responsibility of the Applicant to ensure that submission is made to the County prior to the Proposal Deadline date and time.

The Orange County Community Resources Contract Development & Management office will be closed on the following County Holiday(s) during the solicitation period:

November 25, 2021 – Thanksgiving Day
November 26, 2021 – Day after Thanksgiving
December 24, 2021 – Christmas Eve
December 31, 2021 – New Year's Eve
January 17, 2022 – Martin Luther King, Jr. Day
February 11, 2022- Lincoln's Birthday
February 21, 2022- Presidents' Day

4. The County has attempted to provide all information available. It is the responsibility of the Applicant to review, evaluate and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification to the Contract Administrator, Jennifer Martinez via Bidsync.com (Reference RFP 012-2140501-JM). **For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Option 1.**

All questions or requests for interpretations/clarifications must be received via BidSync by **12:00 P.M. (PT) on December 17, 2021**. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFP, will be made only by an addendum issued by either the assigned Contract Administrator or via BidSync. It is the Applicant's responsibility to ensure that they have received and reviewed any and all addendums to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

5. Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the submission date. No Proposal may be withdrawn after the submission date.
6. Submittals shall be in the following form:

Applicant submitting a proposal must electronically upload their proposals in PDF Format (using Bookmarks), and Word Format via BidSync. **Hard copy or paper proposals will not be accepted.** Uploading instructions are located at BidSync.com.

- a. The Proposal response will be the completion of the Applicant Proposal.
- b. The Applicant Proposal consists of Parts I & II:
 1. Part I – Minimum Requirements
 2. Part II – Program Requirements
- c. PDF Bookmark and Word Document will start with the Applicant Proposal Document Checklist, followed by Part I – Minimum Qualifications; A, B, C, D, E, and F, and Part II – Program Requirements; A, B, and C. Each response must correspond to the Part of the Applicant Proposal being answered. (Do not insert your own cover sheet for each Part). See Applicant Proposal Part I.D.7. for additional instructions on submitting Audits as a separate PDF without Bookmarks.

- d. Responses must be indexed in following order with individual tabs for each numbered Part in the Applicant Proposal. There are nine (9) sub-parts for this RFP. Include the question to each response and identify the Part as numbered in the Applicant Proposal.
 - e. Type all responses on standard white, 8 ½" by 11" paper, using Arial font and 11 point print.
7. **Proposals are not to be marked as confidential or proprietary.** The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.
8. By submitting a Proposal, the Applicant represents that it has thoroughly examined the County's requirements and is familiar with the services required in this RFP and that it is qualified and capable of providing the services to achieve the County's objectives.
9. Each Applicant must submit its Proposal in strict accordance with all requirements of this RFP and in compliance with Applicant Proposal, Part I. E and F. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Applicant Proposal, Part I.F.9 and 10.
10. Applicant may be required to provide an on-site tour/inspection of their service facilities proposed under Applicant's proposal to enable inspection by County staff.
11. The County reserves the right at its sole discretion to:
- a. Reject as non-responsive any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP;
 - b. Waive any procedural irregularity, immaterial defect or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the Proposal; no such waiver will excuse an Applicant from full compliance with all other Sections of the RFP;
 - c. Withdraw this RFP, in whole or in part, at any time without prior notice and, furthermore, makes no representations that any contract will result from responding to this RFP;
 - d. Include the total requirements of this RFP in a contract issued to one Applicant or to apportion those requirements among two or more Applicants as the County may deem to be in its best interests;
 - e. To accept or reject any or all bids/proposals received as a result of this solicitation.

In addition, negotiations may or may not be conducted with any Applicant; therefore, the Proposal submitted should contain the Applicant's most favorable terms and conditions.

12. Pre-contractual expenses are not permitted as part of the Compensation/Payment amount to be included in the Contract/Agreement. Pre-contractual expenses are defined as including, but not limited to, costs incurred by the Applicant in preparing its Proposal in response to this RFP; submitting that Proposal to the County; negotiating with the County any matter related to the Applicant's Proposal; and any other expenses incurred by the Applicant prior to the date of award/approval and execution, if any, of the Contract/Agreement.
13. Applicants who choose to use sub-contractors must comply with the subcontracting requirements. Refer to Section II.O. for additional information.

14. Where two or more Applicants desire to submit a single Proposal in response to this RFP, they should do so on a Lead Agency/Primary and subcontractor basis rather than as a joint venture. The County intends to contract or enter into a Contract with a single firm or multiple firms but not with multiple firms doing business as a joint venture.
15. The County does not require or encourage/discourage the use of lobbyists or other consultants for the purpose of securing business.
16. Applicants shall exercise reasonable care and diligence to avoid submitting an Application that could result in a conflict of interest if applicant were to be selected as the Proposer. This obligation shall apply to the Applicant; the Applicant's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing services in Applicant's Application. In the event Applicant has done work for the County on this project in the past or has reason to believe that a conflict of interest may exist for Applicant in regard to this project, Applicant should consult with its legal counsel prior to responding to this RFP. Any Applicant who is found to have an actual conflict of interest may have its Application rejected on that ground. Applicants must be in compliance with the OC Procurement Ethics Guideline. https://cpo.ocgov.com/sites/cpo/files/2021-07/Ethics_Guide_Aug_2017.pdf
17. The submission of a response is permission by the Applicant for the County of Orange to verify all information contained therein. If the County of Orange believes it necessary, additional information may be requested from the Applicant. Failure to comply with such request will disqualify the Applicant from further consideration.
18. **Proposal withdrawal or Correction.** If prior to award of contract an applicant discovers an error in the submitted proposal which renders the bidder unwilling to perform under any resulting contract, the applicant must immediately notify the Contract Administrator in writing and request to withdraw or correct the proposal. If the request to withdraw or correct is submitted prior to the close of the solicitation, the decision whether to correct or withdraw is at the discretion of the Contract Administrator.
19. The County has implemented an electronic signature process to execute contracts and/or documents. DocuSign is the County approved application.
20. The County requires a valid D-U-N-S number upon Application submittal. If needed, your company may obtain one at no cost at www.dnb.com. In addition, federally funded programs require that Applicants to register active D-U-N-S number in SAM.gov. Refer to Section I.F. for additional instructions.

D. PROTEST PROCEDURES

Any actual or prospective Applicant who alleges a grievance by the solicitation, award of a contract or approval of an agreement may submit a grievance or protest to the assigned Contract Administrator.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation, contract or agreement number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Protest of Proposal Specifications:

All protests related to proposal specifications must be submitted to the Contract Administrator no later than five (5) business days prior to the proposal deadline. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the proposal submittal procedures.

Protest of Award of Contract or Approval of Agreement:

In protests related to the award of a contract or approval of an agreement, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award or agreement approval is provided by the Contract Administrator. Protests relating to a proposed contract award or agreement approval which are received after the five (5) business day deadline will not be considered by the County.

Protest Process:

- In the event of a timely protest, the County shall not proceed with the solicitation, award of the contract or approval of agreement until the Contract Administrator, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- Upon receipt of a timely protest, the Contract Administrator will, within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract or approval of the agreement is necessary to protect the substantial interests of the County. The award of a contract or approval of the agreement shall in no way compromise the protester's right to the protest procedures outlined herein.
- If the protester disagrees with the decision of the Contract Administrator, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process:

- If the protester wishes to appeal the decision of the Contract Administrator, the protester must submit, within three (3) business days from receipt of the Contract Administrator's decision, a written appeal to the Office of the County Purchasing Agent.
- Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
- The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

E. EVALUATION PROCESS AND CRITERIA

The County will review Applicant Proposal(s) and at its sole discretion determine whether or not an applicant has met the minimum qualifications defined in Part I. A thru F of the Applicant Proposal.

Applicants who fail to meet the minimum qualifications will be deemed non-responsive and will not move forward to the evaluation process.

Proposals deemed to meet all minimum RFP requirements will be scored by an evaluation panel based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the Applicant's submitted written materials.

Award of Contract shall be made to the responsible Applicant(s) whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below.

Proposals will be competitively evaluated. The criterion for the evaluation will be the quality of response to the requested information in each of the following categories; the categories are not listed in the order of importance:

- Organization Qualifications
- Program Design and Service Delivery
- Resource Utilization and Budget

County reserves the right to conduct, or to not conduct, oral interviews and/or presentations with the highest-rated Applicant(s). The decision whether to conduct oral interviews/presentations rests solely with County and the decision of the Contract Administrator is final. Applicant shall be ready to attend meeting within five (5) calendar days of notification. Applicant must be prepared to discuss all aspects of their proposal in detail. Applicant will not be allowed to alter or amend its proposal through the use of the presentation process. The County reserves the right to interview additional Applicants. Any inquiry to determine the responsibility of an Applicant to this RFP may be conducted. Applicant agrees that the submission of a proposal is permission by Applicant for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Applicant. Failure to comply with any such request may disqualify an Applicant from further consideration.

Should the evaluation panel determine interviews to be necessary, the weights will be divided as follows:

Written Proposal: [75%](#)

Oral Interview: [25%](#)

NOTE: If oral interviews are not requested, written proposals will account for [100%](#) of the total score.

F. SELECTION/AWARD/AGREEMENT APPROVAL PROCESS

Following the evaluation process, the evaluation panel will make a recommendation for award of contract to the Contract Administrator. The County's Board of Supervisors may also be requested to approve the recommendation for award of contract.

It is understood and accepted by Applicant that all decisions and the degree to which a Proposal meets the evaluation criteria and the overall needs of OC Community Resources and the County are within the purview and judgment of the County and the Orange County Board of Supervisors.

The County reserves the right to negotiate modifications within the proposed scope of services with any Applicant as necessary to serve the best interests of the County. If a satisfactory Contract/Agreement cannot be negotiated in a timely manner, the County, in its sole discretion, may terminate negotiations with the selected Applicant and begin negotiations with the next highest rated Applicant.

The Model Contract/Agreement contained in Section IV of this RFP is the Contract/Agreement proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including insurance, special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Applicant's Proposal and qualifications. Any exceptions to the terms and conditions of the proposed Contract/Agreement, or the statements regarding Applicant's inability to comply with any of the provisions thereof, are to be declared in the Proposal. Any additional exceptions to the terms and conditions made by any Applicant after submission of its Proposal may result in elimination from further consideration.

G. Audit Requirements

All non-profits shall be required to submit their most recent IRS Form 990.

All applicants shall be required to submit two (2) years of audited financial statements performed by a Certified Public Accountant (CPA). Proposers who have not had an audit performed by a CPA since June 2019 are required to provide an explanation.

Periodically, the County Auditor/Controller may review the contractor's financial records. The contractors shall allow access to their financial records when requested by County, State or Federal Auditor staff.

H. D-U-N-S NUMBER AND RELATED INFORMATION

The D-U-N-S Number is a unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>

The D-U-N-S number must be provided to County as part of this RFP. The Applicant shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is "active," and in good standing prior to the execution of any contract resulting from this RFP.

If County cannot access the Applicants D-U-N-S information related to this federal sub-award on the Federal Funding Accountability and Transparency Act Sub award Reporting System (SAM.GOV) due to errors in the Applicants data entry for its D-U-N-S number, the Applicant must immediately update the information as required.

I. County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference Policies.

I. OCLSB: Effective January 1, 2020, County of Orange Board of Supervisors adopted the OCLSB Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base. To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

(1) Local Business requirements:

- a. maintains their principal center of operations (i.e. headquarters) within Orange County, and;
- b. has:
 - i. a business address located in the County of Orange that is not a post office box, or
 - ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to

the County of Orange.

(2) Small Business Requirements:

- a. must be certified as a Small Business by the State of California Department of General Services (DGS); and,
- b. DGS Small Business requirements must be valid at the time of bid/proposal submittal.

II. DVBE: Effective January 1, 2021, County of Orange Board of Supervisors adopted the DVBE Preference policy. The DVBE Preference policy supports local business opportunity, economy and the development of the County's tax base, and in addition recognizes the service and sacrifice given by the men and women of our Armed Forces. To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (1) below:

(1) Disabled Veteran Business Enterprise Requirements:

- a. must be certified as a DVBE by the State of California Department of General Services (DGS); and,
- b. DGS DVBE requirements must be valid at the time of bid/proposal submittal.

To participate as an OCLSB and/or DVBE please read and follow the process outlined in EXHIBIT I - COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS.

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SECTION II: SCOPE OF SERVICES

A. Introduction

The County of Orange (hereinafter referred to as the County) is conducting a solicitation for fiscal year 2022-2023 for provision of Domestic Violence Shelter-Based Services Program. This RFP is directed to non-profit, private and/or public domestic violence shelter-based service programs located in Orange County.

As part of OC Community Resources Community (OCCR), OC Community Services (OCCS) administers the Domestic Violence Shelter-Based Program for the County of Orange. OCCS is encouraging the participation of eligible organizations that can increase the availability of domestic violence emergency shelter beds for victims of domestic violence and their children throughout Orange County. Funds granted under this RFP will be allocated to one or more eligible domestic violence shelter facilities with programs that are consistent with the purpose and priorities of this RFP.

B. Background

California Welfare and Institutions Code, Section 18290, provides the background information for the Domestic Violence Shelter-Based Services Program:

The Legislature hereby finds and declares that there is a present and growing need to develop innovative strategies and services to ameliorate and reduce the trauma of domestic violence. There are hundreds of thousands of persons in California who are regularly abused. In many cases, the acts of domestic violence lead to the death of one of the involved parties. Victims of domestic violence come from all socioeconomic classes and ethnic groups, though it is the poor who suffer most from domestic violence, since they have no immediate access to private counseling and shelter for themselves and their children. Children, even when they are not physically assaulted, very often suffer deep and lasting emotional effects.

The Legislature further finds and declares that there is a high incidence of death and injury sustained by law enforcement officers in the handling of domestic disturbances. Police arrests for domestic violence are low, and victims are reluctant to press charges or make citizens arrests. Furthermore, instances of domestic violence are considered to be the single most unreported crime in the state. It is the intention of the Legislature to begin to explore and determine ways of achieving reductions in serious and fatal injuries to the victims of domestic violence and begin to clarify the problems, causes, and cures of domestic violence. In order to achieve these results, it is the intent of the Legislature that the State shall support projects in several areas throughout the state for the purpose of aiding victims of domestic violence by providing them a place to escape the destructive environment in an undisclosed and secured location, on a 24-hour basis, where staff meet the requirements set forth in Section 1037.1 of the Evidence Code.

C. Definitions

The following definitions from the Domestic Violence Shelter-Based Programs Act, Welfare & Institutions Code Section 18291 apply to this RFP:

1. **Domestic Violence:** Abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
2. **Cohabitant:** Two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:
 - a) Sexual relations between the parties while sharing the same living quarters.

- b) Sharing of income or expenses.
 - c) Joint use or ownership of property.
 - d) Whether the parties present themselves as spouses.
 - e) The continuity of the relationship.
 - f) The length of the relationship.
3. **Domestic Violence Shelter:** A shelter for domestic violence victims that meets all of the following requirements:
- a) Provides shelter in an undisclosed and secured location
 - b) Provides staff that meets the requirements set forth in Section 1037.1 of the Evidence Code
 - c) Meets the requirements set forth in Section 18294 of the California Welfare and Institutions Code
4. **Undisclosed:** A location that is not advertised or publicized.

D. Purpose and Vision

1. The purpose of this RFP is to solicit eligible domestic violence shelter-based services programs consistent with California Welfare and Institution Code, Sections 18294-18298, that provide direct emergency crisis shelter services to victims of domestic violence and their children.
2. The County intends to fund eligible domestic violence shelter-based services programs that demonstrate the ability to maximize the limited funds available through this RFP.
3. The vision of the Domestic Violence Shelter-Based Services Program is to strengthen and increase the services available to the victims of domestic violence and their children.
4. The legislation specifies that the County is to name a local agency to administer the program and that up to 8% of the funds made available be set aside for administration of the program.
5. The Orange County Board of Supervisors has designated OCCR/OCCS to administer the program.

E. Target Population

1. Domestic Violence Shelters provide services for victims of domestic violence and their children, regardless of gender, age, language or disability.
2. Shelters must provide staff members who are multicultural, multilingual, and are able to work effectively with non-English monolingual clients and their children.
3. Geographical/Regional Service Area – Proposer must be located in Orange County and provide services to domestic violence victims who reside anywhere in Orange County or other areas as appropriate.

F. Project and Scope

This RFP is directed to nonprofit, private and/or public domestic violence shelter-based services programs that are located in Orange County. Only domestic violence shelter-based services programs that provide direct services to victims of domestic violence and their children under the age of 18 will be considered for funding under this RFP.

Consistent with California Welfare and Institutions Code Sections 18294-18298:

1. Funding shall be given to agencies and organizations whose primary function is to administer domestic violence shelter-based services programs.
2. In order to be eligible for funding, a domestic violence shelter-based services program shall demonstrate its ability to receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any Domestic Violence

Program state or county funds.

3. Domestic violence shelter-based services programs shall provide, but not limited to the following basic services to victims of domestic violence and their children:
 - a) Shelter on a 24 hours a day, seven (7) days a week basis;
 - b) A 24 hours a day, seven (7) days a week switchboard for crisis calls;
 - c) Temporary housing and food facilities.
 - d) Psychological and mental health support and peer counseling provided in accordance with section 1037.1 of the Evidence Code;
 - e) Referrals to existing services in the community;
 - f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for supportive services;
 - g) Arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based program;
 - h) Emergency transportation as feasible.
4. To the extent possible, and in conjunction with already existing community services, the domestic violence shelter-based services programs shall provide a method of obtaining the following additional services for victims of domestic violence:
 - a) Medical care;
 - b) Legal assistance;
 - c) Psychological and other mental health support and counseling;
 - d) Information regarding other social services.
5. Programs that receive funding shall, to the extent feasible, provide services to persons with a physical disability who are victims of domestic violence. If the program cannot provide the services, then the program staff, to the extent feasible, shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
6. The staff of the domestic violence shelter-based program shall work with social service agencies, health care agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs.
7. The staff of each domestic violence shelter-based program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
8. Volunteers shall be trained and used to maximum capacity in the delivery of services.
9. Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.
10. Inasmuch as domestic violence shelter-based programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter-based program's personnel shall be bilingual.
11. An effort shall be made to recruit formerly battered persons as staff members.
12. Data collection and reports will be prepared and submitted as required and requested by county staff.

G. Term of Contract

It is proposed that this contract cover a three (3) year period July 1, 2022 through June 30, 2025. The County may, at its discretion, and contingent upon satisfactory performance and/or funding availability, elect to renew the contract for two (2) additional one (1) year terms. Contract cannot exceed five (5) years.

H. Project Goals and Objectives

The goals and objectives for Domestic Violence Services are, but not limited to, as follows:

1. Goals:

- a) To provide temporary emergency and crisis services to victims of domestic violence and their children.
- b) To provide resource connections for victims of domestic violence and their children so they can make an appropriate transition into a long-term, safe living environment.

2. Objectives:

- a) Provide an immediate, safe environment for victims of domestic violence and their children, including but not limited to:
 - i. Shelter
 - ii. Food
 - iii. Clothing
 - iv. Mental health services
- b) Provide information to victims on the array of services that are available and provide education and counseling on topics pertaining to domestic violence and recovery, including but not limited to:
 - i. Individual counseling
 - ii. Group counseling/Educational classes
 - iii. Case work
 - iv. Parenting skills
- c) Establishing collaborative working relationships with the following entities:
 - i. Law enforcement personnel: To ensure domestic violence victim referral processes from law enforcement personnel to domestic violence shelters are effective
 - ii. Court personnel: To ensure victims of domestic violence have access to current information on domestic violence-related court processes
 - iii. Mental health providers
 - iv. Social service agencies
 - v. Medical facilities
 - vi. Education institutions
 - vii. Community-based organizations

I. Service Delivery

- 1. Community Resource and Referral - The proposer will be responsible for actively linking program participants with other needed services and follow-up to ensure that the linkage was successful. The proposer must establish itself as an active participant in the local social service network and advocate within such network for the timely and comprehensive response to the needs of victims of domestic violence and their children.
- 2. Service Duration – Shelter services provided under this contract are not to exceed forty-five (45) days for each family or household member in a fiscal year unless otherwise approved in writing by County.
 - a) Proposer must identify substance abuse problems among participants and make appropriate referrals.

- b) Proposer must pursue other funding support beyond the County Domestic Violence Fund.
- 3. If proposer does not have enough available beds to accommodate the domestic violence victim(s), the proposer agrees to:
 - a) Provide referrals to other County-funded domestic violence shelters; or
 - b) Provide direct referrals to other appropriate shelters to ensure the safety of the victim(s).
- 4. Applicants must meet all requirements in the model agreement hereby referred as Attachment B.

J. Legislative Funding Authority

Marriage License fees-pursuant to Section 18305 of the Welfare and Institutions Code, at the time of issuance of a marriage license pursuant to Section 26840 of the Government Code, twenty-three dollars (\$23) of each fee paid shall be collected by the county clerk for deposit into the county domestic violence shelter-based programs special fund. Batterer's fees-pursuant to Section 1203.097 of the Penal Code, two-thirds of the moneys collected from the defendant shall be retained by counties and deposited in the domestic violence programs special fund created pursuant to Section 18305 of the Welfare and Institutions Code.

K. Project Funding Availability

- 1. It is anticipated that a total of up to **\$700,000** will be available for **FY 2022-2023** to fund domestic violence shelter-based services programs within Orange County, consistent with the guidelines contained in this RFP.
- 2. The total fund availability may change without advance notice to proposers.
- 3. All contracts initiated as a result of this RFP process are subject to funding fluctuations, since they are based on projections and estimates of amounts which will be generated by marriage license fees and batterer's fees.
- 4. Funding awarded through this RFP process will be apportioned in two parts as follows:
 - a) Base funding – Each contractor will be given approximately \$50,000 as base funding.
 - b) Bed capacity – The remaining funds will be apportioned based on each shelter's bed capacity. Bed capacity for purposes of funding is defined as a bed that can reasonably accommodate an adult.
 - i. If the total number of a contractor's adult beds decreases for more than 30 days during the term of the contract, the County reserves the right to decrease the contractor's bed capacity portion of the funding using the same methodology in which funds were originally apportioned.
 - ii. The base funding amount and the bed capacity amount will be added together to make the total allocation for each contractor under this RFP.
 - iii. Contractor's monthly invoice shall not exceed 10% of the total Contractor's annual funding amount during any given month and is subject to the availability of revenue collected by the County for the Domestic Violence Program.

5. The County reserves the right to fund the number of domestic violence shelter-based services programs that ensures bed availability and geographic coverage of Orange County in order to maximize and leverage existing resources.
6. As additional funding and/or additional funding streams/grants become available, the County reserves the right to continue to fund existing Domestic Violence contractors, competitively procure other providers, or fund additional activities that are in the best interest of the County.

L. Match Requirements

Applicant **must** provide proof of ability to provide at least 30% cash and/or in-kind local matching share of the grant amount. Other funding from the County cannot be used to meet this match.

M. Site Visits

Prior to contract execution, the County will verify the total number of adult beds that are available for each potential contractor.

The County reserves the right to make additional site visits throughout the duration of each contract awarded as a result of this RFP.

N. Fiscal Requirements

Successful applicants will be required to adhere to strict fiscal and accounting standards, which include:

1. Establishment of minimum accounting records for cash receipts and value of in-kind resources as earned, expenditure checks, unpaid obligations, payroll data and disbursements, and non-expendable property.
2. Establishing and maintaining of a sound financial management system, based upon generally accepted accounting principles.
3. Establishment of a system of internal fiscal control to safeguard assets, checks the accuracy and reliability for accounting data, and promote operational efficiency.

O. Subcontracting Requirements

Contractors may subcontract for services **only** if the subcontracts are approved **in writing and in advance** by the County and if subcontractors are selected according to federal and County procurement standards. Specific requirements of subcontracts are listed in the Attachment B.

P. Applicant Eligibility Requirements

Applicant organizations **must** have a policy-making board. Domestic violence programs under a larger umbrella agency must have a policy-making board whose primary function is the administration of the domestic violence emergency crisis shelter program. The separate policymaking board may be the same as the executive board of the umbrella agency.

1. Applicant organizations **must** have operated their domestic violence emergency crisis shelter program for a **minimum of two (2) years** in an undisclosed/confidential location in Orange County.
2. Applicant organizations **must** demonstrate their primary service focus is on victims of domestic violence and their children and that service capabilities are in accordance with the Eligibility Requirements of this RFP.

3. An applicant **must** provide proof of ability to provide at least 30% cash and/or in-kind local matching share of the grant amount. Other funding from the County cannot be used to meet this match.
4. Applicant agencies **must** provide a revenue disclosure listing all revenues received in FY 2021-22 and the anticipated revenues for FY 2022-23.
5. Applicant organizations must certify that, through all possible means, they will ensure equal opportunity for all persons to receive services to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.

Applicants must explain the effectiveness of the services provided and measurable positive outcomes.

Q. Bilingual Requirements

Contractors must, to the extent feasible, ensure that portion of the domestic violence shelter-based services program's personnel be bilingual.

R. County Operating Hours

The County of Orange hours of operation shall be from 8:00 a.m. to 5:00 p.m.; Monday through Friday, excluding County observed holidays.

The Applicants must ensure service delivery is available throughout the holiday seasons. Closures are only authorized on County observed holidays.

County Observed Holidays	
Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr. Day
Veteran's Day	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

S. Performance Standards

- 1) **Services:** Provision of services reported by including information regarding the: a) projected total number of persons requesting (not requiring) services, and b) projected total number of persons served according to the type of service they were provided with.
- 2) **Shelter Residence – Adults or Children:** Provision of 24-hour care, supervision and shelter of individuals. Includes provision of food and food supplements for meal preparation on-site including. Adults or children are housed at \$70 per night, for an average of 30 days per client, and provided three (3) meals a day.
- 3) **Individual Counseling:** Available provision of counseling techniques by a licensed clinician, a

professional counsel or an intern whose work is directly supervised by a licensed clinician in a group setting.

- 4) Group Counseling/Educational Classes:** Available provision of counseling techniques by a licensed clinician, a professional counselor, domestic violence victim advocate, field professional, or an intern whose work is directly supervised by a licensed clinician in a group setting; and/or provision of on-going, regularly scheduled classes on topics such as, but not limited to: health, nutrition, English, and basic skills.
- 5) Case Work:** In conjunction with available counseling, this available activity includes but is not limited to: writing case summaries, making incidental contacts to parents or other agencies on behalf of client, legal assistance referrals, arranging appointments, reviewing lab results, etc.
- 6) Parent Education:** Available instruction for parents which includes information on child development, child services, enrichment activities or the teaching of practical skills for child-rearing such as basic health care procedures for infants. May include specialized course or communication (such as P.E.T.), child discipline, etc.
- 7) Hotline Crisis Intervention Telephone:** Telephone referrals and counseling services for suicide prevention or crisis intervention. Includes referral of individuals to appropriate agencies offering services not provided by the program. Number of annual calls received are based on usage.
- 8) School Enrollment:** All school-aged children being housed at the shelter will be enrolled in school.
- 9) Safety Net / Motel Voucher Program (If Applicable):** The provision of short-term emergency residence in a predetermined and approved motel until space becomes available at one of the contracted shelters. Includes counseling and meals. Client motel voucher/safety net adult bed nights are calculated at a cost of \$75 per night.
- 10) Referrals of Job-Ready Clients to One Stop Centers:** Referrals for One-Stop Center services and/or programs for job-ready clients. A minimum of two clients per month shall be referred to the One-Stop System.

SECTION III: PROPOSAL RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Responses must be indexed in the following order with individual tabs for each numbered Part. (There are nine (9) sub-parts for this RFP.) List questions and your responses and/or Parts as numbered and listed within each Part.

ATTACHMENT A

DOMESTIC VIOLENCE SHELTER-BASED SERVICES PROGRAM FUNDING APPLICATION FISCAL YEAR 2022-23 RFP# 012-2140501-JM

APPLICANT PROPOSAL

(Complete Applicant Proposal and tab each Part separately.)

SECTION IV: MODEL CONTRACT

The Model Contract contained in this RFP is the Contract/Agreement proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Applicant's Proposal and qualifications.

ATTACHMENT B

DOMESTIC VIOLENCE SHELTER-BASED SERVICES

MODEL CONTRACT

EXHIBIT 1

County of Orange Local Small Business (OCLSB) Preference and Disabled Veteran Business Enterprise (DVBE) Certification Requirements

EXHIBIT 2

Domestic Violence Shelter-Based Programs Act
Welfare & Institutions Code Section 18290-18307

Question and Answers for Bid #012-2140501-JM - Domestic Violence Shelter-Based Program

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Dec 17, 2021 12:00:00 PM PST