



Contra Costa County

REQUEST FOR QUALIFICATIONS (RFQ) #1612-205 *Facilitation and Data Analysis Services for the Contra Costa County Racial Justice Task Force*

The Contra Costa County Administrator's Office is pleased to announce, on behalf of the Board of Supervisors, the solicitation of qualifications for "Facilitation and Data Analysis Services" to provide support to the Contra Costa County Racial Justice Task Force for the period February 1, 2017 through June 30, 2018.

This RFQ is a process by which the County solicits qualifications of responders who may be selected to enter into a contract with the County for the provision of either or both of these kinds of services.

Please read this entire packet carefully.

Final responses will be due at 651 Pine Street, 10th floor, Martinez, CA 94553

by 12:00 p.m. (noon) on Thursday, Jan. 12, 2017.

Written questions about the RFQ can be submitted to lara.delaney@cao.cccounty.us
by 12:00 p.m. on Wednesday, December 28, 2016.

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



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RFQ Timeline

1.	RFQ announced	Monday, Dec. 12, 2016
2.	Written Questions Due from Responders	12:00 p.m. (noon) , Dec. 28, 2016
3.	Addendum Issued	Dec. 30, 2016
4.	Response Submission Deadline	12:00 p.m. (noon), Jan. 12, 2017 County Administrator's Office 651 Pine Street, 10 th Floor Martinez, CA 94553
<i>No response will be accepted after this date and time. Postmarked, facsimiled, or e-mailed submissions will not be accepted.</i>		
5.	Review, rating, and interview process	Jan. 16-27, 2017
6.	Notification of recommendations	Jan. 27, 2017
7.	Appeal period	Jan. 30—Feb. 3, 2017
8.	Public Protection Committee Review	TBD
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the February 7, 2017 Board of Supervisors' agenda.		



I. Introduction

The Contra Costa County Administrator's Office (CAO), on behalf of the Board of Supervisors, is issuing this Request for Qualifications (RFQ) #1612-205 to receive responses from contractors to provide facilitation and/or data analysis services to assist the Racial Justice Taskforce in identifying ways of reducing racial and ethnic disparities (RED) within Contra Costa County's local justice system.

Based on the response to this solicitation, Contra Costa County (County) plans to contract with contractor(s) for the period of February 1, 2017 to June 30, 2018. The County will retain the discretion to renew any contract issued, contingent on availability of funding and demonstrated successful performance by funded contractors during the contract period.

Private and public not-for-profit organizations and for-profit organizations with experience in providing services in the described areas are invited to submit responses. If you are interested in and capable of providing the requested services by contract with the County, please carefully review the Request for Qualifications (RFQ) and submit your response as directed in the "Response Preparation Instructions." This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a response, nor will the County pay for any costs associated with the preparation of any response.

II. Synonymous Terms

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

- A. Supplier, Vendor, Contractor, Successful Responder
- B. Purchase Order, Contract, Agreement
- C. Services, Work, Scope, and Project
- D. Proposer, Responder, Bidder, Organization
- E. "The County" refers to the County of Contra Costa, California.

III. Minimum Organizational Requirements

The County seeks to partner with eligible entities that have expertise in performing facilitation and/or data analysis services on projects related to racial justice. The successful responder must possess and demonstrate the following minimum requirements:

1. *Service History*: A documented history of similar or equivalent service delivery to public agencies for at least three years, including successful completion of contract deliverables and participation in outcome evaluation.
2. *Criminal Justice System Experience*: A history of prior successful experience working with a broad spectrum of justice system stakeholders.



3. *Cultural Competency*: Demonstrated understanding and capacity to deliver culturally competent and responsive services.
4. *Licensing/Certification Requirements*: Successful bidders must have and maintain all appropriate licenses, permits, and certifications as required by the laws of the United States, State of California, Contra Costa County, and all other appropriate governmental agencies.

IV. Background

Beginning with the Juvenile Justice Delinquency Prevention Act of 1974, the federal government mandated that states make efforts to address Disproportionate Minority Confinement (DMC). An amendment to this law in 1992 changed the language of DMC to Disproportionate Minority Contact to ensure a more holistic view of the entire justice system and various touch points that may contribute to disproportionate outcomes for minority youth.

Taking up this mandate, the State of California's Corrections Standards Authority initiated a multi-pronged effort to address DMC that included the implementation of an Enhanced DMC Technical Assistance Project (DMC-TAP). Along with Los Angeles, San Diego, Santa Cruz and Alameda, Contra Costa was among the first five counties awarded a DMC-TAP grant. With this grant, in 2005 Contra Costa convened a workgroup to study DMC in three local areas: Richmond, Bay Point, and the Monument Corridor area of Concord. This project culminated with a December 2008 report that made a number of short to long-term recommendations that were aimed to help the County address the various disparities identified in the study. Currently, the Board of State and Community Corrections continues the state's work in this area through its support of the Reducing Racial and Ethnic Disparities (RED) Subcommittee of the State Advisory Committee on Juvenile Justice and Delinquency Prevention.

In Contra Costa, discussions about the implications of RED in regards to our local justice system have expanded beyond the juvenile justice context. This interest culminated with the Contra Costa County Racial Justice Coalition sending a letter to the County's Board of Supervisors (Board) in April 2015 requesting review of several matters aimed at identifying and reducing bias towards, and overrepresentation of, minorities in the local criminal justice system. In July 2015, the Board forwarded this matter to its Public Protection Committee (PPC) for further discussion¹. The Public Protection Committee (PPC) generally hears all matters related to public safety within the County.

On July 6, 2015, the Committee initiated discussion regarding this referral and directed staff to research certain items identified in the Coalition's letter to the Board of Supervisors and return to the Committee in September 2015.

¹ See the report at:
http://64.166.146.245/agenda_publish.cfm?id=&mt=ALL&get_month=7&get_year=2015&dsp=agm&seq=22052&rev=0&ag=660&ln=43490&nseq=&nrev=&pseq=22038&prev=0#ReturnTo43490



On September 14, 2015, the Committee received a comprehensive report from staff on current data related to race in the Contra Costa County criminal justice system, information regarding the County's Workplace Diversity Training, and information regarding diversity and implicit bias trainings and presentations from across the country².

At the November 9, 2015 meeting, the Committee received a brief presentation reintroducing the referral and providing an update on how the DMC report compares with the statistical data presented at the September meeting. Following discussion, the Committee directed staff to return in December 2015 following discussions between the County Probation Officer, District Attorney and Public Defender with thoughts about how to approach a new DMC initiative in the County. These discussions culminated in a joint presentation on December 14, 2015 by the County Public Defender, Chief Probation Officer, and District Attorney that included the following recommendations:

- (1) the County convene a Task Force to revisit and expand upon the findings of the County's 2008 DMC-TAP report,
- (2) the County enter into a contract for a facilitator to help guide the Task Force through this process, and
- (3) a researcher be paid to help the Task Force collect and analyze data during the process.

The Committee directed the three departments above to provide a written project scope and Task Force composition to the Committee for final review.

On April 12, 2016, the Board of Supervisors accepted a report and related recommendations from the Committee resulting in the formation of a 17-member Disproportionate Minority Contact Task Force composed of the following:

- County Probation Officer
- Public Defender
- District Attorney
- Sheriff-Coroner
- Health Services Director
- Superior Court representative
- County Police Chief's Association representative
- Mount Diablo Unified School District representative
- Antioch Unified School District representative
- West Contra Costa Unified School District representative
- (5) Community-based organization (CBO) representatives (at least 1 representative from each region of the County and at least one representative from the faith and family community)
- Mental Health representative (not a County employee)
- Public Member – At Large

² See the report at:

http://64.166.146.245/agenda_publish.cfm?id=&mt=ALL&get_month=9&get_year=2015&dsp=agm&seq=22947&rev=0&ag=684&ln=45005&nseq=&nrev=&pseq=22945&prev=0#ReturnTo45005



Subsequently, a 7-week recruitment process was initiated to fill the (5) CBO representative seats, the (1) Mental Health representative seat and the (1) Public Member - At Large seat. The deadline for submissions was June 15, 2016 and the County received a total of 28 applications.

On June 27, 2016, the PPC met to consider making appointments to the (5) CBO representative seats, the (1) Mental Health representative seat and the (1) Public Member - At Large seat.

At the conclusion of the meeting, the PPC directed staff to set a special meeting for early August to consider the final composition of the entire (17) seventeen-member Task Force once all names were received from County departments, school districts, etc. In addition, the Committee recommended changing the title of the Task Force to the "Racial Justice Task Force," which was determined to be more reflective of the current efforts to evaluate racial disparities in the local criminal justice system.

On August 15, 2016, the Committee approved the nominations for appointment to the Task Force, including a recommendation that the Superior Court designee seat be a non-voting member of the Task Force at the request of the Superior Court. On September 13, 2016, the Board of Supervisors approved the composition of the task force and change of its title. The composition of the Task Force is as follows:

Contra Costa County			
Racial Justice Task Force, Composition			
	Member Seat	Name	Title/Affiliation
1.	County Probation Officer	Todd Billeci	County Probation Officer
2.	Public Defender	Robin Lipetzky	Public Defender
3.	District Attorney	Tom Kensok	Assistant District Attorney
4.	Sheriff-Coroner	John Lowden	Captain, Sheriff's Office
5.	Health Services Director	Dr. William Walker	Health Services Director
6.	Superior Court Designee*	Magda Lopez	Director of Court Programs and Services
7.	County Police Chief's Association representative	Bisa French	Captain, Richmond Police Department
8.	Mount Diablo Unified School District representative	Debra Mason	MDUSD Board Member
9.	Antioch Unified School District representative	Bob Sanchez	AUSD Director of Student Support Services
10.	West Contra Costa Unified School District representative	Marcus Walton	WCCUSD Communications Director
11.	CBO seat 1	Stephanie Medley	RYSE; AB109 CAB; District I resident
12.	CBO seat 2	Donnell Jones	CCISCO; District I resident
13.	CBO seat 3	Edith Fajardo	ACCE Institute; District IV resident
14.	CBO seat 4	My Christian	CCISCO; District III resident
15.	CBO seat 5	Dennisha Marsh	First Five CCC; City of Pittsburg Community Advisory Council; District V resident
16.	Mental Health representative	Christine Gerchow, PhD.	Psychologist, Juvenile Hall-Martinez; District IV resident
17.	Public Member – At Large	Harlan Grossman	Past Chair AB 109 CAB; GARE participant; District II resident
* Superior Court has requested this seat be non-voting member of the Committee.			



V. Funding

Up to \$170,000 (one hundred seventy thousand dollars) is allocated in the AB 109 Public Safety Realignment/Community Programs Budget in Fiscal Year 2016-17 to fund facilitation and data analysis services for the Racial Justice Task Force.

VI. Purpose, Scope of Services of RFQ

A. Purpose:

The County seeks responders to provide facilitation and/or data analysis services for a 17-member Racial Justice Task Force over the course of 17 months. These services may be provided by individual organizations or by a partnership of organizations.

Creation of the Task Force was unanimously approved by the Board of Supervisors on April 12, 2016. The mandate of the Task Force is as follows:

1. Research and identify consensus measures within the County to reduce racial disparities in the criminal justice system;
2. Plan and oversee implementation of the measures once identified; and
3. Report back to the Board of Supervisors on progress made toward reducing racial disparities within the criminal justice system.

The selected contractor(s) for this project will be responsible for ensuring that the Task Force meets these objectives.

These facilitation and data analysis services must be independent and objective. In the performance of these services, the successful contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. All conflicts of interest and potential conflicts of interest shall be described in detail in the response with any proposed resolutions to allow the services to be completed objectively.

Proposers to provide facilitation services must demonstrate expertise in facilitating discussions and problem solving in the areas of racial and criminal justice. The successful contractor is also expected to facilitate the planning for implementation of selected reforms in the County, with emphasis on building community engagement. The successful contractor must collaborate with traditional County criminal justice stakeholders and community representatives to identify appropriate reforms and guide implementation of those reforms.

Proposers to provide data analysis services must demonstrate their ability to evaluate and analyze the effectiveness and outcomes of reforms recommended by the Task Force. The successful contractor must collaborate with Task Force members in designing and performing data analyses to assess implementation.



Responders for both facilitation data analysis services should demonstrate past experience with or willingness to collaborate with other research partners that may be engaged by the County.

The County has multiple goals for facilitating and analyzing the data related to the work of the Racial Justice Task Force:

- ✓ Establish a group process that ensures meaningful participation and equal decision making power to community and government members alike;
- ✓ Gathering research and the Task Force’s identification of appropriate reform measures to address racial disparities;
- ✓ Facilitate/advise implementation of reforms recommended by the Task Force;
- ✓ Ensure community engagement in the Task Force process and reforms;
- ✓ Support the development of key definitions (such as shared definitions of disproportionality) and “Learning Questions,” such as, “What factors are most highly correlated with decreased rates of racial disproportionality for individuals in Contra Costa County?”

Facilitation and data analysis for this project may involve several phases of work; these phases may be undertaken by one or more contractors and may be implemented simultaneously or sequentially, as appropriate.

Facilitation and data analysis will involve departments and divisions of multiple County agencies and municipalities; multiple systems (law enforcement, behavioral health, social service, courts, education); private/nonprofit service providers; and community members at large.

The project may require data analysis contractors with multiple capacities including:

- ✓ Assessment of multiple existing racial and criminal justice reform models;
- ✓ The ability to identify needs, challenges, and potential solutions to enable research, selection, implementation, and analysis of appropriate reforms.

The project may require the utilization of mixed methods, including combined review and analysis of departmental documentation; quantitative data from County and private data systems; and qualitative data from interviews with partner agencies, service providers, and community members.

The project may include the development of an interim project evaluation, including key findings and recommendations for next steps or course corrections.

Contractors may be expected to appear before and present to the Public Protection Committee periodically throughout the contract period, providing progress reports both orally and written.



B. Scope of Services

Responders to provide **facilitation services** should be able to facilitate the following areas of work and demonstrate capacity and experience in multiple realms, such as:

1. Development of group operating guidelines to support meaningful participation by all Task Force members and efficient and effective decision making by the Task Force;
2. Assessments of and recommendations regarding racial and criminal justice reforms;
3. Development of countywide, shared definitions for critical elements of racial and criminal justice reform (e.g., a common definition or set of definitions for disproportionality);
4. Development and production of a public report regarding racial disparities in the criminal justice system and the impacts of implemented reforms selected by the RJTF.
5. Subject-matter research and advice related to racial and criminal justice reform implementation and evaluation strategies in other counties.

Responders to provide **data analysis services** should be able to address the following areas of work and demonstrate capacity and experience in multiple realms, such as:

1. Analysis of existing countywide racial and criminal justice disparities;
2. Development of countywide, shared baseline data sets and common baseline outcome metrics, benchmarks, and comparison sets;
3. Applying mixed-methods designs, incorporating both quantitative and qualitative techniques, in evaluation;
4. Assessment and recommendations related to options for data infrastructures.

VII. Contract Monitoring

The County Administrator's Office will actively monitor services provided through these contracts and will:

- a. Monitor subcontracts written by and entered into by the contractor;
- b. Provide information to contractors concerning additional State or County data requirements not provided herein.

At a minimum, contractors will be expected to:

- a. Be able to enter into contract and begin service delivery within 1 month of award;
- b. Perform all services without material deviation from an agreed-upon Service Plan;
- c. Complete progress reports in a timely manner;
- d. Maintain adequate records of service provision to document compliance with Service Plan;
- e. Cooperate with the collection of other data as requested by the County.



RFQ Requirements and Instructions for Responders

The responder requirements in this section are mandatory. Contra Costa County reserves the right to waive any nonmaterial variation.

1. All responders shall submit one (1) original response package and eight (8) complete copies of the response, under sealed cover, by mail or hand-delivery to the CAO at 651 Pine Street, 10th Floor, Martinez, CA 94553 to be received **no later than 12:00 p.m. on Thursday, January 12, 2017**. Each submission must be marked on the outside with the Responder's name and RFQ #1612-205. Any response received after the deadline will be rejected. **Postmarks, faxed and e-mailed submissions are not acceptable.**
2. The CAO will review all received responses to make sure they are technically compliant with formatting and submission guidelines as per the RFQ. Responders that are non-compliant with technical requirements will not move forward to the Review Panel.
3. All costs incurred in the preparation of a response will be the responsibility of the responder and will not be reimbursed by the County.
4. A response may be withdrawn in person prior to **12:00 p.m. (noon) on Jan. 13, 2017**. If withdrawing a response, the responder must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to his/her withdrawal of the response.
5. Any questions regarding this RFQ should be emailed to Lara.DeLaney@cao.cccounty.us on or before **12:00 p.m. on Dec. 28, 2016**. Please include RFQ #1612-205 in the subject line.
6. The CAO may amend this RFQ, if needed, to make changes or corrections to specifications or provide additional data. Amendments will be posted at <http://www.co.contra-costa.ca.us/2366/Services-Programs> and, if after the optional bidders conference, emailed to all those attending. The CAO may extend the RFQ submission date, if necessary, to allow responders adequate time to consider additional information and submit required data.
7. The RFQ process may be canceled in writing by the CAO prior to awards if the Contra Costa County Board of Supervisors determines that cancellation is in the best interest of the County.
8. With respect to this RFQ, the County reserves the right to reject any, some, or all responses. The County reserves the right to negotiate separately in any manner to serve the best interests of the County. All responses become property of the County, without obligation to any responder.
9. Responses will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFQ. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response.



10. A Review Panel will evaluate responses received. The panel may be composed of representatives of the Public Defender's Office, the Sheriff's Office, the Probation Department, the District Attorney's Office and members of the Racial Justice Coalition. (*Panel composition subject to change depending on availability of participants.*) Responders will be notified of their recommendation in writing. Award of a contract by the Board of Supervisors will constitute acceptance of a response.
11. Only responders submitting a response in accordance with RFQ #1612-205 may appeal the RFQ process. Appeals must be submitted in writing and should be addressed to Lara DeLaney, Senior Deputy County Administrator; County Administrator's Office and received at 651 Pine Street, 10th Floor, Martinez, CA 94553, no later than **5:00 p.m. on Feb. 3, 2017**. Notification of a final decision on the appeal shall be made in writing to the responder within five (5) days, and the decision of the CAO shall be final and not subject to further review. When submitting, an appellant must clearly state the action appealed, the harm to the appellant, and the action sought. Appeals shall be limited to the following grounds:
 - Failure of the County to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.
 - There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - A violation of State or Federal law.
12. Successful responders will be expected to promptly enter contract negotiation with the CAO. This may result in mutually agreed upon changes in plans or activities identified in the response. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFQ. Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of any contract.
13. The CAO will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.
14. The contract(s) from this RFQ will be for the February 1, 2017 through June 30, 2018 period, with satisfactory performance as a condition of any future contract renewal.
15. Each response to this RFQ will be a public record that will be subject to disclosure under the California Public Records Act (Government Code, § 6250, et seq.) and the County's Better Government Ordinance (County Ordinance Code, Title 2, Division 25).



Response Preparation Instructions

RESPONSE INSTRUCTIONS

1. Responses must be in the form of a package containing a complete response and all required supporting information and documents. Each responder must submit one (1) original package and eight (8) complete copies with attachments included.
3. Response materials are to be double-spaced on 8 1/2" x 11" paper (*recycled preferred*) with no less than 1" margins on all sides, using an easy to read 12-point font. Total response should not exceed 10 pages excluding cover sheet and required attachments.
4. Pages must be numbered consecutively with each section identified by an appropriate Roman numeral.
5. Forms 1-2 (attached to this RFQ) are to be completed and attached.
6. All information in the response package must be presented in the following sequence.

RESPONSE OUTLINE

SECTION I : Proposal Cover Statement (Form #1)

The Proposal Cover Statement with original signatures, **in blue ink**, of the bidder's Board of Directors' President and Executive Director attached to the original of the proposal must precede the narrative. Copies of the form must also serve as a cover page to the remaining eight (8) proposal copies submitted.

SECTION II—STATEMENT OF QUALIFICATIONS

II.1 Agency Overview (1 page) Information regarding a partner should be included if Responder intends to work with a separate provider partner.

- A. State your organization's mission and its overall service philosophy.
- B. Describe briefly:
 1. Responder's history, years in operation, and number of years providing services described herein.
 2. Responder's primary areas of expertise and current core services.
 3. Responder's qualifications (including resources and capabilities) as they relate to the scope of services described herein.



II.2 Qualifications for Scope of Work (5 pages or fewer)

1. Organizational Capacity to Provide Services

- a. Describe your organizational capacity to perform the facilitation and/or data analysis services described herein and provide an organizational chart. Discuss the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services for the project. *Organizational chart will not count towards page limit. If you are proposing a partner agency to provide either service, the partner agency's capacity must also be described.*
- b. Attach a current resume or CV for each staff position proposed for this project, and the executive management of the organization. *Clearly indicate positions you will need to hire. Any attached resume or CV will not count against page limit. If you are proposing a partner agency, the partner agency plan must also be described.*
- c. Describe your staff's skills and qualifications to perform the services of facilitation and/or data analysis. *If you are proposing a partner agency, the partner agency's staff skills and qualifications must also be discussed.*
- d. Describe your staff's experience and expertise in working with diverse sub-populations. *If you are proposing a partner agency, the partner agency's staff experience and expertise must also be discussed.*
- e. Describe any conflicts of interest and/or potential conflicts of interest in detail with any proposed resolutions to allow the services to be completed objectively.

2. Technical Expertise

- A. Discuss your (*and/or your partner agency's*) subject-matter expertise in:
 1. racial and criminal justice reform facilitation and/or data analysis;
 2. guiding racial and criminal justice reform implementation;
 3. community engagement related to selection, implementation, and assessment of racial and criminal justice reform;
 4. public/private multi-stakeholder projects;
 5. public presentation of data.
- B. Discuss your expertise (*or that of your partner agency*) in group facilitation and/or data analysis for multi-stakeholder initiatives that engage public agencies, law enforcement, community-based organizations, and community members, including formerly incarcerated individuals.



3. Experience with Similar Projects

- a. Describe any similar past projects including the scope of the project, relevance, stakeholders, and a brief summary of the approach and services provided. If relevant, indicate any collaborative partners engaged to complete the project. In addition, indicate any challenges encountered and how they were addressed.
- b. Describe any similar past projects that involved informal or formal collaboration with additional research partners or initiatives. Describe past experience collaborating with research partners and highlight any lessons applicable to this scope of work.

II. 3. Implementation (2 pages or fewer)

- a. Attach a model timeline that includes phases of implementation, project milestones, key activities of staff.
- b. Discuss how, where, and by whom services would be provided.

SECTION III. – FEE INFORMATION

III. Fee Schedule (2 pages or fewer)

- Include the compensation rates and hours/FTEs of proposed personnel.
- Estimate the cost for the program and or projects undertaken, if a phased approach is utilized. Tie costs to anticipated phases or milestones.

IV. Letters of Recommendation

Provide no more than three (3) relevant letters of recommendation. These letters should speak specifically to the services you are seeking to provide and your organization's demonstrated experience and expertise.



Response Review and Selection

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

Response Selection Methodology:

- A. CAO staff will review each response's adherence to RFQ specifications.
- B. All responses deemed responsive will be referred to the RFQ Review Panel.
 - 1. The panel may be composed of representatives of Probation, Public Defender, the District Attorney's Office, the Sheriff's Office and the Racial Justice Coalition. *(Panel composition subject to change depending on participant availability.)*
 - 2. The Review Panel will review all qualified responses and evaluate and score all responses utilizing the Rating Sheet on page 22.
 - 3. Interviews may be conducted during the weeks of Jan. 16 and 23, 2017, as needed.
- C. The Review Panel will make recommendations for contract award to the Board of Supervisors.



Rating Sheet

Responses will be rated as follows with a maximum score of 100:

Program Elements and Possible Score

- | | | |
|-------|--|---------------------------------|
| I. | <u>Cover Statement and Table of Contents</u> | <i>(required but not rated)</i> |
| II.1. | <u>Agency Overview</u> | 0-20 |
| | 1. Organization's overall services/history (10 pts.) | |
| II.2. | <u>Qualifications</u> | 0-70 |
| | 1. Capacity to Provide Services (10 pts.) | |
| | 2. Technical Expertise (20 pts.) | |
| | 3. Experience with Similar Projects (20 pts.) | |
| | 4. Program Implementation (20 pts.) | |
| III. | <u>Fee Information</u> | 0-10 |
| | Fees reasonable, cost-effective, and necessary (10 pts.) | |

Total: 100 pts.



Required Attachments and Checklist

Each respondent must submit a response in the following order with documents as described (unless otherwise noted). Duplicate enclosed forms as necessary.

- A. Proposal Cover Statement (Form #1)** attached as cover to each proposal
- B. Statement of Qualifications**
- C. Organization Chart**
- D. Resumes** of Executive Director and key program staff
- E. Implementation Timeline**
- F. Fee Information**
- G. Letters of Recommendation (up to 3)**
- H. Statement of Qualifications (Form #2)**, completed and signed by Agency Executive Director and President of Agency Board of Directors. *(Form #2 with original signatures must accompany original proposal.)*



FORM #1

PROPOSAL COVER STATEMENT

FACILITATION AND DATA ANALYSIS FOR RACIAL JUSTICE TASK FORCE

Applicant
Organization _____
Business
Address _____

Phone _____ email: _____ Year Organization Founded _____
Contact Person & Title _____

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

Federal Employer Number: _____

We submit the attached proposal and attachments in response to Contra Costa County's Request for Qualifications #1612-205, and declare that:

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

Authorized representatives: (two signatures required)

Name: _____ Date: _____

Signature: _____
Executive Director

Name: _____

Signature: _____ Date: _____
Board President

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



FORM #2

BIDDER'S STATEMENT OF QUALIFICATIONS

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

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

Name: _____

Phone: _____

Title: _____

Work Schedule: _____

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

Name: _____

Phone: _____ Address: _____

3. Number of years bidder operated under the present business name. ____
List related prior business names, if any, and timeframe for each.

4. Number of years bidder has provided the services described in this proposal or related services. ____

5. Has bidder failed or refused to complete any contract? Yes No
If yes, briefly explain:

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



FORM #2, Cont.

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

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

Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of bidder's qualifications to perform proposed services.

Name and Title

(Executive Director)

Date

Name and Title

(Board President)

Date



General Conditions

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

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.



4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**
 - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written



document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
 - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.



14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.



18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have minimum combined single limit coverage of \$1,000,000.
 - b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein



no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.



25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.** (A) If Contractor is funded by \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$750,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and



(C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.