

COUNTY OF ORANGE

SOCIAL SERVICES AGENCY



REQUEST FOR PROPOSAL (RFP)

FOR

FOSTER FAMILY AGENCY RESOURCE FAMILY HOMES TUSTIN

FAMILY CAMPUS

RFP No. 063-3093602-EB

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/ocgov>



County of Orange
Social Services Agency
Procurement and Contract Services
500 N. State College Blvd.
Orange, CA
92868

**PROPOSALS MUST BE RECEIVED ON
OR BEFORE**

Tuesday, September 29, 2026

4:00 pm

SCHEDULE OF ACTIVITIES

Release of RFP Solicitation	August 27, 2026
Question Submission Deadline	September 14, 2026, 4:00pm
RFP Submittal Closing	September 29, 2026, 4:00pm
Tentative Interviews with the Top Scored Firm(s)	October 22, 2026, 9:00am

SECTIONS

- SECTION 1. INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS
- SECTION 2. PROTEST PROCEDURES
- SECTION 3. DVBE PREFERENCE POLICY CERTIFICATION REQUIREMENTS
- SECTION 4. SCORING CRITERIA
- SECTION 5. DESCRIPTION OF SERVICES and SCOPE OF WORK
- SECTION 6. VENDOR RESPONSES

Attachments:

A - FFA Resource Family Homes TFC_Model Contract (pdf)

B - Sample License - FFA Resource Family Homes TFC

AA - FFA Resource Family Homes TFC_Model Contract (Word)

SECTION 1. INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

1.1 INTRODUCTION

The County of Orange, Social Services Agency (hereinafter referred to as “County”), is soliciting proposals from qualified firms (hereinafter referred to as “Respondents”) for Foster Family Agency Resource Family Homes Tustin Family Campus services. Respondents must meet the minimum qualifications and requirements as set forth within the Request for Proposals (RFP) and be capable of providing services identified in the Scope of Work herein.

The County intends that the successful Respondent shall provide Foster Family Agency Resource Family Homes Tustin Family Campus in accordance with contract requirements set forth in the solicitation and Model Contract, including Attachments.

1.2 COUNTY HOLIDAYS DURING SOLICITATION PERIOD

During this solicitation period, the Social Services Agency will be closed on the following County holidays: <https://hrs.oc.gov/employee-relations/employee-resources>

1.3 INSTRUCTIONS TO RESPONDENTS AND PROCEDURES FOR SUBMITTAL

- A. Responses are to be uploaded via the County's eProcurement Portal at <https://procurement.opengov.com/portal/ocgov>. For assistance on uploading Response via County's eProcurement Portal, please contact procurement-support@opengov.com or <https://help.procurement.opengov.com/en/>
- B. Examine the Contract Documents and the site of the proposed work carefully before submitting a Response for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

The County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a Response. If any person contemplating submitting a response to this RFP is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification/interpretation to the County Deputy Procurement Agent (DPA) via the County's eProcurement Portal under the bid page for this solicitation.

If clarification or interpretation of this solicitation is considered necessary by County, an addendum shall be issued, and the information will be posted via the County's eProcurement Portal. Any interpretation of, or correction to, this solicitation shall be issued by the DPA. It is the responsibility of each Respondent to periodically check the County's eProcurement Portal to ensure that they have received and reviewed any and all addenda to this solicitation.

The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. If an addendum is issued, Respondents must acknowledge the addendum via the County's eProcurement Portal.

All questions or requests for interpretations must be received within this solicitation by Monday, September 14, 2026, before 4:00 pm.

Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP.

The DPA will provide all official communication concerning this solicitation. Any County response relevant to this solicitation other than through or approved by the DPA is unauthorized and will be considered invalid.

- C. Responses must be valid for a period of at least three hundred sixty-five (365) calendar days from the closing date and time of receipt. No Response may be withdrawn after the submission date.
- D. Each Respondent must submit their response electronically via the County's eProcurement Portal.
- E. All pages must be numbered and identified sequentially by section. Responses must be organized and indexed as outlined in the Response Requirements Section. It is imperative that all Respondents comply, exactly and completely, with the instructions set forth herein. All responses to this solicitation shall be type written (12-point Times New Roman font, and single line spacing on 8.5 x 11-inch sized document) or word-processed (except where otherwise provided or noted), concise, straightforward, and must fully address each requirement and question. Paraphrasing the RFP questions is not permitted. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response if the material is included in the same section as additional information. Text located in other documents (e.g., references to "see attached" or hyperlinks) will not be evaluated or scored.
- F. **Responses are not to be marked as confidential or proprietary.** The County may refuse to consider any Responses so marked. All Responses and supporting documents will be subject to the provisions of the California Public Records Act (California Code Government Code 7920.000 et seq.) (PRA) and will be disclosed or withheld in accordance therewith. The County shall not be liable in any way for disclosure of any such records. Additionally, all Responses shall become the property of the County. Respondents should not request that certain information be treated as exempt, and statements in the Responses should not be marked as confidential or proprietary. In the event that any information is marked as confidential or proprietary, as it may be absolutely necessary, Respondents have the sole responsibility of obtaining any applicable injunctive reliefs to prevent the

disclosure of such confidential proprietary information in connection with any request made to County pursuant to PRA or a subpoena for disclosure of such information.

- G. Each Respondent shall exercise reasonable care and diligence to avoid submitting a Response that could result in a conflict of interest if Respondent were to be selected. This obligation shall apply to the Respondent, the Respondent's employees, agents, and relatives, sub-contractors, and third parties associated with accomplishing work and services in Response. In the event Respondent 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 Respondent in regard to this Project, Respondent should consult with its legal counsel prior to responding to this solicitation. Any Respondent who is found to have an actual conflict of interest may have its Response rejected on that ground.

Respondent, its employees and/or consultants may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

If subject to the Act, Respondent shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of the Contract by County. Respondent shall indemnify and hold harmless County for any and all claims for damages resulting from Respondent's violation of this Section.

- H. By submitting a Response, the Respondent represents that it thoroughly examined the County's requirements, is familiar with the services required under this solicitation and is qualified and capable of providing the services to achieve the County's objectives.
- I. Each Respondent must submit its Response in strict accordance with all requirements of this solicitation and compliance must be stated in the Response. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items on additional information section for the County's consideration as specified in the Response Requirements Section, "Statement of Compliance."** Note: Allow sufficient time to upload all required files. The County's eProcurement Portal will not allow any uploads after the due date and time specified herein, e.g., if Part 1 and 2 uploaded successfully at 1:58:38 P.M. and Part 3 is in progress of being uploaded at 2:00:01 P.M., Part 3 will not upload successfully.
- J. Pre-contractual expenses are not to be included in the response. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing the response to this solicitation; b) submitting that response to the County; c) negotiating with the County any matter related to the Respondent's response; and d) any

other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.

- K. Any Response may be construed as non-responsive and ineligible for consideration if it does not comply with the requirements of the solicitation, including but not limited to technical features, acknowledgment of receipt of addenda, and page number limits, etc. These are common causes for deeming a Response non-responsive.
- L. Where two or more Respondents desire to submit a single Response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.
- M. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
- N. **The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in your submission response.**
- O. **The County requires a valid Unique Entity ID (UEI) number and full registration prior to Contract Award. Your company must obtain one at no cost at www.usfcr.com. If you are unable to provide/obtain a UEI number, please indicate so in your submission response.**
- P. Effective from the issuance date of this solicitation until a Contract is awarded or the solicitation is withdrawn, all individuals or entities responding—including their employees, agents, representatives, proposed partners, subcontractors, members, lobbyists, or attorneys (collectively "Respondents")—are prohibited from engaging in any direct or indirect communication with County personnel involved in the selection process, except with the designated DPA. Respondents may continue conducting business with the County on matters unrelated to this solicitation and may communicate with County staff, provided the solicitation is not discussed. Any attempt to engage in discussion regarding this solicitation with anyone other than the designated DPA will be presumed to create an unfair competitive advantage and may result in disqualification.
- Q. After the closing date and time for receipt of Responses, evaluation, and if requested by the County, in-person interviews will commence. Respondents who submit Responses most responsive to the County's requirements may be asked to give a presentation of their response to County staff. The County makes no guarantee as to the number of Respondents selected for in-person interviews. Selected Respondents should be prepared to make its presentation within five business days after notification and be prepared to discuss all aspects of its response in detail, including technical questions regarding the response.

Respondents shall not be allowed to alter or amend its response through the use of the presentation process.

1.4 MINIMUM QUALIFICATIONS/REQUIREMENTS

Respondents shall meet the following minimum requirements and qualifications to proceed to the evaluation process. Failure to have the ability to, upon County request, provide any of the items requested below may result in disqualification of your response. These qualifications must be maintained during the term of any resultant Contract.

- A. Must have the ability to do business in Orange County, California.
- B. Complete all required Vendor Response questions of the solicitation.
- C. Provide all required information, complete all required Exhibits and Forms, and pass all IT security requirements.
- D. Certify all sections of the RFP Model Contract, including security requirements.
- E. Have five years of consecutive, recent experience in providing services that are the same as or similar to those services being requested in the RFP.
- F. Possess a valid Foster Family Agency (FFA) License, approved and issued by California Department of Social Services (CDSS), Community Care Licensing Division (CCLD) at the time of response submission and prior to contract execution.

1.5 EVALUATION PROCESS

Responses deemed to meet all minimum solicitation requirements will be scored based on the established evaluation criteria, and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Response, based upon the Respondent(s) submitted written materials.

Responses shall be evaluated by an Evaluation Panel of job knowledge experts on the basis of the responsiveness to the requirements in this RFP. The County may request clarifications, or otherwise verify the contents of the Response, including information about the Respondent, Contractors and sub-contractors.

The scoring is based on evaluation of the Response as measured against the Scoring Criteria, which includes County of Orange Procurement Preference Policy, in accordance with Sections 1.8-103 and 4.3-112 of the 2026 County Contract Policy Manual (CPM). A copy of the 2026 CPM can be found at <https://cpo.oc.gov/cpm>. Responses will be evaluated from the most advantageous to the least advantageous to the County.

1.6 SELECTION/AWARD PROCEDURES

Upon the completion of the evaluation process, the Evaluation Committee will make a recommendation for an award to the County's DPA. Final award determination shall be subject to reference checks and past performance.

The Model Contract contained herein this RFP is the Contract 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/or exhibits, and to reflect Respondent's response and qualifications. Terms and conditions are subject to change between the release of this RFP and implementation of the Contract, and may be added before the Contract is finalized. Any additional exceptions to the terms and conditions made by any Respondent after submission of its Response may result in its elimination from further consideration.

Exceptions to the terms and conditions of the Model Contract or the statements regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the response to the RFP in VENDOR RESPONSES - Statement of Compliance.

Negotiations may or may not be conducted with the finalist(s); therefore, the response submitted should contain Respondent(s) most favorable terms and conditions, since the selection and award may be made without further discussion or need for clarification. Any additional exceptions to the terms and conditions made by any Respondent(s) after submission of its response may result in elimination from further consideration.

The County will enter into negotiations with the selected Respondent and award a contract upon completion of negotiation of fees and contract terms. The award requires approval by the County Board of Supervisors.

If a satisfactory Contract cannot be negotiated in a timely manner, County, in its sole discretion, may terminate negotiations with the selected Respondent(s) and begin negotiations with the next Respondent(s).

Selected Respondent(s) shall not have any outstanding debt with County, or shall be in the process of resolving outstanding debt to the County's satisfaction, prior to entering into and during the term of the resulting Contract.

1.7 RIGHTS RESERVED TO COUNTY

The County reserves the right to:

- A. Make use of any information or ideas in the responses submitted.
- B. Request response revisions and hold discussions and negotiations with any Respondent as necessary to serve the best interests of the County.
- C. Seek publicly available information about the Respondents.
- D. Conduct, or not to conduct, in-person oral interviews and/or presentations with the highest-scored Respondent(s) and additional Respondents.
- E. Waive, at its discretion, any procedural, non-material defects, irregularity, or informality, which County deems correctable or otherwise not warranting rejection of the response that

do not result in any unfair competitive advantage. Any waiver will not excuse a Respondent from full compliance.

- F. Verify and validate any information prior to Contract Award and during the entire term of the Contract.
- G. Negotiate the final Contract with any Respondent(s), including pricing/fee schedule, as necessary to serve the best interests of the County.
- H. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representations that any Contract will be awarded to any Respondent responding to this solicitation.
- I. Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the County may deem to be in its best interests.
- J. Reject any response if it is conditional, incomplete or deviates significantly from the services requested in this solicitation.
- K. Request Best and Final Offer from any Respondent determined to be within the competitive range. Unless requested by the County, late Best and Final Offers will not be accepted by the County for any reason. In addition, negotiations may or may not be conducted with Respondents.
- L. Make multiple awards to Respondent(s) for services requested in this solicitation, at its sole discretion, to serve the best interests of the County.
- M. Defer award of this Contract for a period of 180 days after the solicitation opening. During this period, Respondent shall guarantee the prices and terms quoted in their responses. The County and the responsive, responsible Respondent may mutually agree in writing to extend this deferral period.
- N. Terminate negotiations with the selected Respondent and begin negotiations with the next Respondent, if a satisfactory contract cannot be negotiated in a timely manner.
- O. Negotiate and award a contract to the next highest scored Respondent if the awarded Respondent fails to perform.
- P. Based upon the County's needs or availability of funding at the time of selection of a contractor or during contract negotiations, to modify the scope of services and contract budget amount. In addition, negotiations may or may not be conducted with Respondents.

Therefore, responses submitted shall contain the Respondent's most favorable terms and conditions, since the selection and award may be made without discussion with any Respondent.

1.8 TITLE VI SOLICITATION NOTICE

The County of Orange, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will be afforded full and fair opportunity to submit response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1.9 DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9/W-8 REQUIREMENTS

Effective June 3, 2006, all Contractors, entering into a Contract with County, who are not already established in Countywide ERP System as an Auditor-Controller vendor, will be required to submit to County a federal Form W-9, or form W-8 for foreign vendors. County will inform Contractor, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within 10 days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to Contract administrator, or the DPA, the required W-9 or W-8.

1.10 LEVINE ACT REQUIREMENT

Effective January 1, 2023, all contractors entering into a contract with the County, will be required to submit the Campaign Contribution Disclosure Form for any contributions made on or after January 1, 2023. In order to comply with this requirement, Respondent agrees to furnish the required Campaign Contribution Disclosure Form as a required submittal with its response. Failure to include the form as required will render the response nonresponsive.

1.11 FEDERAL GRANT FUNDS

The following shall apply to purchases made through the expenditure of Federal Grant Funds by the County.

- A. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- B. Energy Policy and Conservation Act Provision: Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- C. **Certifications: Federal Grant Funds:** Contractor is informed and understands that this Contract is being partially funded by Federal Grant Funds. Contractor agrees to the following in relation to executing this Contract.
1. **Audit Records** - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
 2. Contractor will comply, with all requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3), as applicable.
 3. Contractor will comply, with all requirements of Sections 103 and 107 of the Contractor Work and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.”
- D. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.4, the Contractor shall agree as follows:
1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take

such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

- a. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- G. Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of “funding agreement” under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- H. Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.
- I. Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- J. All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- K. Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.
- L. Contractor shall comply with applicable provisions of [Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations](https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200), (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>).

1.12 ELIGIBILITY TO SUBMIT PROPOSALS

Eligible Respondents

Only FFA organizations licensed by CDSS/CCLD, located within Orange County or with means to establish an office in Orange County, with the ability to provide direct services in accordance with the scope of work detailed in this RFP are eligible to submit a proposal.

Ineligible Respondents

Individuals, governments, and organizations/agencies not listed as Eligible Respondents above or listed on either the Cumulative Sanction List or the excluded parties list, explained below, are ineligible to submit a proposal.

Respondents must not be listed on the current Cumulative Sanction List of the U.S. Department of Health and Human Services/Office of the Inspector General (<http://exclusions.oig.hhs.gov/>) or the System for Award Management (SAM)'s list of parties excluded from federal programs (<http://www.sam.gov/>). The County is required to reject a proposal submitted by an individual or entity on either list.

It will be the responsibility of each Respondent to verify that it is not on either list prior to preparing a proposal to submit in response to this RFP. Correction of any errors found on either sanction list is the sole responsibility of the Respondent and must be made prior to the day the proposal is submitted.

All potential individuals and/or contract entities must self-disclose any pending charges or convictions for violation of criminal law and/or any sanction or disciplinary action by any federal or state law enforcement, regulatory, or licensing agency or licensing body.

During the term of a contract resulting from this RFP and in accordance with its existing provisions, if a Respondent becomes ineligible, the Respondent will be removed from any responsibility and/or involvement with County contracted obligations related to any direct and/or indirect federal or State social services programs and any other federal and State funds. Ineligible Respondent is defined as any individual or entity who is currently excluded, suspended, debarred, or otherwise ineligible to participate in the federal social services programs, or has been convicted of a criminal offense related to the provision of social services and has not been reinstated in the federal social services programs after a period of exclusion, suspension, debarment, or ineligibility.

Disqualification

The County reserves the right to disqualify any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the County. This disqualification is at the sole discretion of the County. Any Respondent submitting a proposal herein waives any right to object to the County's exercise of this right, now or at any future time, before any body or agency, including, but not limited to, the County of Orange Board of Supervisors or any court.

Causes for Disqualification

The County, at its sole, absolute, and unfettered discretion, will determine whether a Respondent is qualified and responsible to deliver the services requested in this RFP. This determination may be based on one or more of the following:

- A. Evidence of collusion amongst Respondents.
- B. Lack of business skills or financial resources necessary to operate this business successfully, as revealed by either financial statements or experience statement.

- C. Lack of responsibility as shown by past work, references, or other factors.
- D. Respondent is in arrears or in default to the County on any debt or agreement or defaults upon any obligation to the County or has failed to faithfully perform any previous agreement with County at the County's sole determination.
- E. Submission of a proposal that is late, conditional, incomplete, ambiguous, obscure or which contains alterations not called for, or irregularities of any kind, except as those determined by the County, at its sole discretion, as a minor irregularity or a defect or variation in the proposal that is immaterial or inconsequential.
- F. Other causes, as the County deems appropriate, at its sole and absolute discretion.

The County's determination as to whether a Respondent is qualified and responsible will be based on the information furnished by Respondent in response to this RFP, interviews with Respondent (if applicable), as well as from other sources determined to be valid by the County. The County reserves the right to verify and validate any information prior to awarding a contract and during the entire term of the contract. Award will not be made until after such investigations, as are deemed necessary, are made by the County regarding the experience and financial responsibility of Respondent which each Respondent agrees to permit by submitting its proposal.

1.13 ANTICIPATED TERM AND FUNDING AVAILABILITY

Contingent upon approval by the Orange County Board of Supervisors, the County intends to award one three-year contract to the responsible Respondent whose proposal is determined to be the most responsive to the requirements of this RFP. The term of the resulting contract will begin on or about July 1, 2027, and terminate on June 30, 2030. The initial three-year agreement may be renewed, subject to contractor performance and continued funding for a two-year term, without a competitive bid process, at the sole discretion of the County.

Reimbursement for services provided will be at the rate and structure established by the State of California in the CDSS Manual of Policies and Procedures, Division 11, Section 11-403, and as determined by the CDSS Foster Care Rates Bureau under specialized negotiated funding. Such funding shall be equivalent to, but may not exceed, the established Intensive Foster Care Services rate, per foster child, per month. The reimbursement rate may vary during the term of the resulting contract based on CDSS rate and structure determinations and may include annual CDSS California Necessities Index increases as approved by CDSS. The awarded agency may be required to obtain a program-specific rate authorized by CDSS through a specialized negotiated funding letter and shall maintain compliance with all associated requirements for the duration of the resulting contract.

The County does not guarantee any specified minimum number of referrals or minimum sum of money during the term of the contract resulting from this RFP. SSA will be the sole source for all referrals to the FFA Resource Family Homes at TFC.

The funding for the contract resulting from this RFP is contingent upon the State budget; receipt of funds from and/or obligation of funds by the Federal Government to the State and from the State to the County; and inclusion of sufficient funding for the services hereunder in the budget approved by the County's Board of Supervisors for each fiscal year covered by said contract. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract may be immediately terminated, reduced, or modified without penalty.

The County expects FFA Family Resource Homes to be fully operational by July 1, 2027. No County start-up funding will be provided in advance. Start-up activities are one-time, non-recurring tasks and efforts required to establish and make the program fully operational, and may include, but are not limited to, recruiting, hiring, and training staff, and procuring all items necessary for the selected Respondent to implement services as specified in this RFP.

SECTION 2. PROTEST PROCEDURES

Any actual or prospective bidder or respondent who alleges an error or impropriety in the solicitation or award of a contract may submit a grievance or protest to Emily Burgos at emily.burgos@ssa.ocgov.com, as set forth herein.

PROTEST PROCEDURES

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

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

Protest of Solicitation Specifications:

- A. All protests related to solicitation specifications must be submitted to the DPA, Emily Burgos at emily.burgos@ssa.ocgov.com, no later than five (5) business days prior to the Closing Date of the solicitation. Protests received after the five (5) business day deadline will not be considered by the County.
- B. In the event the protest of specifications is denied, and the protestor wishes to continue in the solicitation process, the protestor must still submit a bid/response prior to the close of the solicitation in accordance with the solicitation submittal procedures provided in this solicitation.

Protest of Award of Contract:

- A. Protests related to the award of a contract must be submitted to the DPA, Emily Burgos at emily.burgos@ssa.ocgov.com, no later than five (5) business days after the Notice of Solicitation Results is provided by the DPA.
- B. Protests relating to a proposed contract award received after the five (5) business day deadline will not be considered by the County.
- C. If the five (5) business day period expires without the receipt of a protest, the department may move forward with the contract award or if necessary, file the item for approval by the Board of Supervisors.

Protest Process

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

APPEALS PROCESS

- A. If the protestor wishes to appeal the protest decision of the Deputy Procurement Agent, the protestor must submit, within three (3) business days from receipt of the Deputy Procurement Agent's decision, a written appeal to the Office of the County Procurement Officer.

Written appeals must be sent by mail to the address below with a courtesy copy by email;

County of Orange/County Executive Office

County Procurement Office

400 W. Civic Center Drive, 5th Floor

Santa Ana, CA 92701

Attn: County Procurement Officer

CPOAppeals@ceo.oc.gov

- B. Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the appeal, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the appeal shall be forwarded to the Procurement Appeals Board.
- C. The decision of the County Procurement Officer 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.

SECTION 3. DVBE PREFERENCE POLICY CERTIFICATION REQUIREMENTS

Disabled Veteran Business Enterprise (DVBE) Preference Policies Certification Requirements

3.1 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 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 (A) and (B) below:

- 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 through the time of award of the contract. The terms and conditions of the contract shall additionally require the contractor to remain in compliance with the DVBE requirements (pursuant to subsection (a) above) through the term of the contract, including any extensions or renewals, and shall provide that the contractor's failure to comply may be construed by the County as a material breach of the contract.

To participate as a DVBE please read and follow the process outlined in **COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS** in the VENDOR RESPONSES.

***NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS.**

3.2 DVBE CERTIFICATION REQUIREMENTS

Disabled Veteran Business Enterprise (DVBE) Certification Requirements

- A. To participate as a DVBE the following requirements must be met:
 - 1. Must be certified with DGS as a DVBE.
 - 2. Maintains their principal center of operations (i.e. headquarters) within Orange County.
 - 3. Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award and through the term of the contract. County reserves the right to verify and/or reject incomplete documents.

4. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the Certificate are required and must be returned with the solicitation response.

B. DVBE Preference provides for the following:

1. Invitation for Bid – IFB

A five percent (5%) deduction in the original bid price shall be applied to all confirmed DVBE bidders for evaluation purposes. If the lowest bidder is a certified DVBE bidder, the contract will be awarded at the certified DVBE's original bid price. The maximum allowable preference deduction is \$100,000.

2. Request for Proposal - RFP

- a. No Cost - Any Request for Proposals that does not include cost as a scoring criteria shall instead apply the five percent (5%) or eight percent (8%) preference percentage pursuant to the eligibility requirements above to a scoring criteria in the RFP that makes up no more than twenty percent (20%) of the total RFP.
- b. With Cost - An additional five percent (5%) shall be applied to the total cost of each certified DVBE to obtain their final score. If the final score of any DVBE matches the final score of a respondent who is not a DVBE, preference shall be given to the certified DVBE. If two or more DVBEs have the same final score, the County shall determine the contract award based on the County's best interests. Notwithstanding these preference procedures, the Orange County Board of Supervisors reserves the right to award contracts in any other permissible manner in consideration of the County's best interests.

C. Subcontractors

If bidder is submitting subcontractors to qualify for the DVBE preference, bidder must demonstrate through the Staffing Plan that 20% of the total bid amount is allocated to the DVBE subcontractor(s).

***NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS.**

SECTION 4. SCORING CRITERIA

Phase 1 - Written Response Scoring: 900 points maximum

Phase 2 - Presentation/Interview Scoring: 100 points maximum

4.1 PHASE 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Form A - Organization Experience	Points Based	235 (26.1% of Total)
2.	Form B - Services to be Provided	Points Based	475 (52.8% of Total)
3.	Form C - Staffing	Points Based	165 (18.3% of Total)
4.	Compliance with the County Model Contract *Note: Respondents submitting exceptions to the County Model Contract of this RFP, will receive a score of “0” for this criterion.	Points Based	25 (2.8% of Total)

4.2 PHASE 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Presentation/Interview: 100 points maximum: County reserves the right to conduct, or to not conduct, oral interviews and/or presentations with the highest-scored Respondent(s). The decision whether to conduct oral interviews/presentations rests solely with County and the decision of the DPA is final. Respondents shall be ready to attend interview within five (5) calendar days of notification. Any inquiry to determine the responsibility of a Respondent to this RFP may be conducted. Respondent agrees that the submission of a Response is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. The County may also send written questions and ask for written responses within five (5) business days. Failure to comply with any such request may disqualify a Respondent from further consideration. Respondents must be prepared to discuss all aspects of their Response in detail, including technical questions. Respondents will not be allowed to alter or amend their Response through the use of the presentation process.	Points Based	100 (100% of Total)
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SECTION 5. DESCRIPTION OF SERVICES and SCOPE OF WORK

5.1 BACKGROUND

SSA is soliciting proposals from FFA organizations licensed by the CDSS Community Care Licensing Division to operate and support approved Resource Family Homes for foster children at the Tustin Family Campus (TFC). The purpose of this program is to serve sibling-set foster children involved with the child welfare system in a strength-based, multi-treatment residential setting that provides specialized care for children and families in Orange County, in collaboration with SSA and in accordance with California's Child Welfare Continuum of Care Reform.

ABOUT THE TUSTIN FAMILY CAMPUS

SSA's Children and Family Services (CFS) division delivers child abuse prevention and intervention services that promote safety, permanency, and well-being for children and families in Orange County. To support these efforts, CFS developed the four-acre TFC campus, a County-owned property consisting of administrative and residential buildings designed as a community-based, collaborative resource offering family-centered services for children, youth, young adults, and their families.

PROGRAM DESCRIPTION

The FFA Resource Family Homes at TFC program is a critical resource intended to place and maintain sibling-set foster children together, with priority for larger sibling groups. The program provides a safe and stable home environment within the Resource Family Homes for foster children under the age of 18 who are under the jurisdiction of the Orange County Juvenile Court. Each home serves up to six children from sibling sets, with one Resource Family assigned per home, across two County-owned homes located at TFC. While residing in these Resource Family Homes, foster children receive individualized support in a stabilized environment as SSA pursues reunification or alternative long-term or permanent placement options. The foster child's length of stay is approximately six months or as otherwise determined by SSA.

FFA professional staff deliver intensive, supportive services to approved Resource Families, helping them care for and supervise foster children with a broad range of behavioral and specialty mental health needs. These services are designed to prevent escalation of behavioral issues and reduce the need for placement into higher levels of care.

The FFA provides additional supportive services, including Family Finding and Engagement services and client support staff who assist with transportation, visitation facilitation, childcare, and respite services. These supports strengthen placement stability and enhance capacity to meet the comprehensive needs of sibling-set foster children placed at TFC.

The FFA also provides enhanced trainings to Resource Family Home parents consistent with the State's Intensive Services Foster Care (ISFC) model. Trainings provide foundational instruction in trauma-informed care, crisis response and de-escalation strategies, child safety and well-being, and effective family engagement practices. Additional training may be provided based on the needs of the foster children served. The combination of enhanced training and additional child support staff enables each Resource Family to care for a range of foster children, including those who may otherwise qualify for ISFC or Short-Term Residential Program placement.

PROGRAM REQUIREMENTS

The awarded FFA Respondent shall operate and provide support services staff for the two separate Resource Family Homes at TFC. Each approved Resource Family will serve up to six foster children per home. Additional placements may be authorized at the discretion of SSA and upon approval by CDSS/CCLD.

The awarded FFA Respondent shall enter into a rent-free lease or license agreement with the County, consistent with the requirements outlined in Paragraph 9 , Use of County Property, of the Model Contract.

5.2 DEMOGRAPHICS

The Orange County Child Abuse Registry (CAR) reported receipt of 29,807 referrals from January through December of 2025. The information below is from CAR data.

A. Population served by Ethnic Background

Ethnic Background	Total Number	Percentage
Hispanic White	14,551	57.63%
Non-Hispanic White	4,833	19.14%
Other/Unknown	2,642	10.46%
Asian/Pacific Islander	2,231	8.84%
Black/Caribbean	969	3.84%
Native American	25	0.09%
TOTAL	25,251	100%

B. Reason for CAR Report. Some children were reported as being subjected to more than one type of abuse and had more than one report.

Reason for Report	Number of Children	Percentage of Total
General Neglect	16,354	42.01%
Physical Abuse	9,264	23.80%
At Risk, Sibling Abuse	5,557	14.28%
Sexual Abuse	4,978	12.79%
Emotional Abuse	1,804	4.64%
Severe neglect	484	1.24%
Caretaker Absence/Incapacity	276	0.71%
Exploitation	205	0.53%
TOTAL BY REASON FOR CAR REPORTS	38,922	100%

5.3 SCOPE OF WORK

See Attachment A of the Model Contract for Scope of Work.

SECTION 6. VENDOR RESPONSES

Responses 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 analysis.

Responses are electronically organized into three (3) Parts and are indexed in the order outlined below. Complete all required questions within each part.

Part 1 - Compliance Statements

Part 2 - Company Profile & References

Part 3 - Respondent's Responses

6.1 PART 1: COMPLIANCE STATEMENTS

Some *required questions might not be applicable to your company. Do not leave any required fields blank. Please indicate "N/A" when necessary. A required field that is left blank will prohibit your response from being submitted.

*indicates that it is required.

6.1.1 Validity of Response*

The County requires that all response be valid for at least three hundred sixty-five (365) calendar days. Submissions not valid for at least 365 days will be considered nonresponsive. The Respondent shall state the length of time for which the submitted response shall remain valid below:

Please state 365 calendar days if your response will be valid for that period of time. If your response will be valid for a different period of time, please list the appropriate number of calendar days.

Maximum response length: 100 characters

*Response required

6.1.2 Certification of Understanding*

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

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

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Respondent.

Respondent certifies that such understanding has been considered in this response.

☐ Please confirm

*Response required

6.1.3 Minimum Qualifications/Requirements Statement*

The Respondent certifies that it has thoroughly examined the County's requirements and meets all minimum qualifications and requirements set forth in this RFP.

☐ Please confirm

*Response required

6.1.4 Certificate of Insurance Coverage Requirements*

The Respondent shall certify its willingness and ability to provide the required insurance coverage and certificates as set forth in the Model Contract.

☐ Please confirm

*Response required

6.1.5 Certificate of Insurance*

Attach evidence your organization has or can obtain all required insurance.

*Response required

6.1.6 Department of the Treasury, Internal Revenue Service Form W-9 Requirements

All Contractors will be required to submit to County a federal Form W-9, or form W-8 for foreign vendors. County will inform Contractor, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the agency Deputy Procurement Agent (DPA) the required W-9 or W-8.

You may upload the appropriate form here or comply within the ten (10) days as described above.

6.1.7 Conflict of Interest*

Does the Respondent have an existing relationship with the County, past or current, for any financial or business reasons, or any other reason?

An answer of "NO" shall be considered as Respondent certifying that no relationship exists or has existed as outlined below. An answer of "YES" will allow you to disclose the necessary information to the County.

Respondent with an existing or past relationship with the County, for any reason, shall answer "YES" to this question and disclose:

- A. 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, affect 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. 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.

☐ Yes

☐ No

*Response required

When equals "Yes"

6.1.8 Conflict of Interest Follow Up Question 1*

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, affect 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.

*Response required

When equals "Yes"

6.1.9 Conflict of Interest Follow Up Question 2*

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.

*Response required

6.1.10 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.

- Yes = No Exceptions: This response is in strict compliance with said RFP, including, but not limited to, the terms and conditions set forth in the Contract and its Attachments, and **no exceptions thereto are proposed.**
- No = Exceptions: If there are any proposed exceptions, this response shall proceed to upload a list of any and all exceptions in accordance with the instructions provided after "No" is selected.

Note: Respondents submitting exceptions to the County Model Contract listed in this RFP will receive a score of "0" for that criteria.

☐ Yes

☐ No

*Response required

When equals "No"

6.1.11 Attachment of the Model Contract with tracked changes for each proposed exception must include:*

- A. The complete provision Respondent is taking exception to;
- B. The Respondent's suggested rewording (with tracked changes);
- C. Reason(s) for submitting the proposed exception (provide in the Model Contract section utilizing the "Comments" option); and
- D. Any impact the proposed exception may have on cost, scheduling, or other areas (provide in the Model Contract section utilizing the "Comments" option).

*Response required

6.1.12 Non-Collusion Declaration*

Each Respondent must execute the Non-Collusion Declaration contained in the solicitation and submit it with the response.

The County of Orange may require that the Respondent, before awarding any subcontract, secure Non-Collusion Declarations from proposed Subcontractors. The County of Orange does not conduct business with Respondents who engage in the act of Collusion.

- [Non-Collusion Declaration.pdf](#)

*Response required

6.1.13 Non-Collusion Declaration - A*

Has your firm ever initiated discussions with competing consulting firms about the payment structure of an existing or potential future contract with the County of Orange?

If Respondent selects a "Yes" answer, Respondent must provide a brief explanation below. A "Yes" answer may preclude you from moving forward in the solicitation process.

☐ Yes

☐ No

*Response required

When equals "Yes"

6.1.14 Reason for Collusion:*

*Response required

6.1.15 Non-Collusion Declaration - B*

Has your firm participated in any discussions with competing firms in an effort to influence the payment structure for existing or potential County contracts?

Respondent must select one (1). A “Yes” answer may preclude you from moving forward in the solicitation process.

☐ Yes

☐ No

*Response required

When equals "Yes"

6.1.16 Provide names of competing firms: *

*Response required

6.1.17 Litigation against County of Orange in the past seven (7) years*

Respondent must certify either Yes or No:

A. **(Yes)** Respondent certifies current/past litigation as follows:

1. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, against County of Orange in the past seven (7) years.

B. **(No)** Respondent certifies that Respondent or any proposed subcontractors do not have any past or current litigation described above.

☐ Yes

☐ No

*Response required

When equals "Yes"

6.1.18 Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against County of Orange in the past seven (7) years.*

*Response required

6.1.19 Certification Regarding Debarment*

Please download the below documents, complete, and upload.

- [CERTIFICATION REGARDING DEB...](#)

*Response required

6.1.20 Name/Ownership Changes*

Respondent must certify either Yes or No below:

A. **(Yes)** Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:

1. Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.

B. **(No)** Respondent certifies that Respondent or any proposed subcontractors have not had any company name change or ownership changes in the past seven (7) years.

☐ Yes

☐ No

*Response required

When equals "Yes"

6.1.21 Respondent shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years.*

*Response required

6.1.22 The Levine Act: County of Orange Campaign Contribution Disclosure*

The Levine Act compliance is a minimum submittal requirement of this solicitation.

Please complete and sign the County of Orange Campaign Contribution Disclosure Form attached hereto. A Respondent's failure to provide a completed and signed copy will render its proposal as incomplete and nonresponsive.

It is the supplier's responsibility to update the County should any new reportable activity occur between initial disclosure and award.

- [Levine Act - Campaign Contr...](#)

*Response required

6.1.23 Political Reform Act Confirmation (Statement of Economic Interest - Form 700)*

Check the box to confirm - If subject to the Political Reform Act, Respondent shall conform to all requirements of the Act.

Failure to do so shall constitute a material breach and is grounds for immediate termination of the Contract by County. Respondent shall indemnify and hold harmless County for any and all claims for damages resulting from Respondent's violation of this Section.

☐ Please confirm

*Response required

6.1.24 Preference Policy - DVBE*

Disabled Veteran Business Enterprise (DVBE)

To participate as a DVBE, the requirements in the [DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS](#) must be met.

☐ Yes

☐ No

*Response required

When equals "Yes"

6.1.25 Disabled Veteran Business Enterprise (DVBE) Certifications*

Instructions are located here: <https://cpo.ocgov.com/doing-business-oc/preference-policies>

- [Local Small Business \(OCLSB...](#)

*Response required

6.1.26 Contract Signatures*

Upon recommendation of contract award, Respondent will be required to submit the Signed Contract within ten (10) days of County notification, unless otherwise specified in the RFP.

Selected Respondent will be required to sign a contract upon award. If selected Respondent is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

☐ Please confirm

*Response required

6.1.27 I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL, AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN*

☐ Please confirm

*Response required

6.2 PART 2: COMPANY PROFILE & REFERENCES

Some *required questions might not be applicable to your company. Do not leave any required fields blank. Please indicate "N/A" when necessary. A required field that is left blank will prohibit your response from being submitted.

*indicates that it is required.

6.2.1 Company Legal Name:*

*Response required

6.2.2 Company Legal Status (corporation, partnership, etc.):*

*Response required

6.2.3 Unique Entity Identifier Number (UEI):*

The County requires a valid UEI number with active registration status. Your company may obtain one at no cost at <https://sam.gov/entity-registration>.

*Response required

6.2.4 SAM.gov Confirmation:*

Please upload a printout from SAM.gov to confirm that your company currently has no active exclusions. The printout must be no greater than seven (7) calendar days prior to the due date of this bid.

*Response required

6.2.5 California Secretary of State registration - active and in good standing:*

Please upload your active certificate from the California Secretary of State.

CA Sec. of State Verification Link = <https://bizfileonline.sos.ca.gov/search/business>

*Response required

6.2.6 D-U-N-S Number:*

Please provide your company's DUNS number.

The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in lieu of the number.

*Response required

6.2.7 Federal Taxpayer ID Number:*

*Response required

6.2.8 California Department of Justice, Office of Attorney General active registration:*

For Non-Profit and/or Charitable organizations, please provide your active (registration status is current). All others enter N/A.

- RCT Registration Number
- Renewal/Expiration Date

DOJ Verification Link - <https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>

*Response required

6.2.9 DVBE Certification Number:*

To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (1) and (2) below:

- 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.

*Response required

6.2.10 SBA Certification Number:*

Enter certification number.

*Response required

6.2.11 Corporate Office Address:*

What is the address of the company's corporate office? Please provide the full street/ mailing address.

*Response required

6.2.12 Local Business Address(es):*

Please provide the local business address for the company named above. If there are multiple local addresses then please provide all.

*Response required

6.2.13 Telephone Number:*

*Response required

6.2.14 Fax Number:*

*Response required

6.2.15 Email Address:*

*Response required

6.2.16 Length of time Respondent has been in business:*

*Response required

6.2.17 Length of time at current location:*

*Response required

6.2.18 Is your firm a sole proprietorship doing business under a different name?*

☐ Yes

☐ No

*Response required

When equals "Yes"

6.2.19 If yes, please indicate sole proprietor's name and the name you are doing business under:*

*Response required

6.2.20 Is Respondent incorporated?*

☐ Yes

☐ No

*Response required

When equals "Yes"

6.2.21 If yes, State of Incorporation:*

*Response required

When equals "Yes"

6.2.22 Contract Signature Authority - Executive Signature:*

If incorporated, please provide the name, contact number, and email of the person who would provide this signature authority. The Executive Signer Authority comes from the President, Vice-President, or Chairperson of the Board.

- Contact Full Name:
- Contact Number:
- E-mail Address:

*Response required

When equals "Yes"

6.2.23 Contract Signature Authority - Financial Signature:*

If incorporated, please provide the name, contact number, and email of the person who would provide this signature authority. The Financial Signer Authority comes from the Secretary, Assistant Secretary, Chief Financial Officer, or Treasurer.

- Contact Full Name:
- Contact Number:
- E-mail Address:

*Response required

When equals "No"

6.2.24 Contract Signature Authority:*

If not incorporated, please provide the name, contact number, and email of the person who has the binding and signature authority of this contract.

- Contact Full Name:
- Contact Title:
- Contact Number:
- E-mail Address:

*Response required

6.2.25 Regular business hours:*

*Response required

6.2.26 Regular holidays observed:*

*Response required

6.2.27 Contact person in reference to this RFP:*

Please include the following information in this response and note that this person is responsible for monitoring and responding to all communications for this solicitation:

- A. Contact Person Full Name:
- B. Telephone Number:
- C. Fax Number:
- D. Email Address:
- E. Mobile Number:

*Response required

6.2.28 Contact person for Accounts Payable:*

Please include the following information in this response:

- A. Contact Person Full Name:
- B. Telephone Number:
- C. Fax Number:
- D. Email Address:
- E. Mobile Number:

*Response required

6.2.29 Contact person for Project Manager:*

Please include the following information in this response:

- A. Contact Person Full Name:
- B. Telephone Number:
- C. Fax Number:
- D. Email Address:
- E. Mobile Number:

*Response required

6.2.30 Company Emergency Contact*

State the following for the emergency contact person in reference to these services:

- Full Name (First and Last) of contact during non-business hours
- Telephone Number (including area code)
- Fax Number (including area code), if applicable

- Cell Phone Number (if different than regular phone)
- Full Email Address

*Response required

6.2.31 References:*

Respondent must demonstrate successful prior performance of comparable services in the public sector arena and provide a minimum five (5) references with three (3) references from public sector entities and clients that are comparable to the County of Orange for which these types of services have been performed within the past five (5) years. **References cannot be from one of the County of Orange departments or from more than one of the same entity.**

Please provide letters of reference that include the following information for each of the five references:

- Company Name
- Contact Name
- Email
- Telephone number
- Address
- Contract Effective Dates
- Contract Amount
- Brief Contract Description

*Response required

6.3 PART 3: RESPONDENT'S RESPONSE

Some *required questions might not be applicable to your company. Do not leave any required fields blank. Please indicate "N/A" when necessary. A required field that is left blank will prohibit your response from being submitted.

6.3.1 Respondent's Response*

Please download the below documents, complete, and upload.

- [FFA_TFC_RFP_Forms_A-C_Final...](#)

*Response required

6.3.2 FFA License*

Please upload your FFA License approved by CDSS/CCLD.

*Response required

6.3.3 Program Statement*

Please upload your FFA Program Statement approved by CDSS/CCLD.

*Response required

6.3.4 Sample License Agreement *

Please confirm that your organization has read and reviewed the Sample License Agreement for FFA Resource Family Homes at TFC (attached to this RFP).

The awarded Respondent shall enter into a lease or license agreement with the County, consistent with the requirements outlined in Paragraph 9 , Use of County Property, of the Model Contract.

☐ Please confirm

*Response required

6.3.5 Respondent's Organizational Structure and Chart*

Please upload your organizational chart.

Organizational Structure, Including Organizational Chart: Respondent must provide information regarding existing and/or proposed local organizational structure within Orange County and, where applicable, outside Orange County. If Respondent's headquarters is located outside of Orange County, Respondent must define the relationship between the existing or proposed Orange County organization and the main headquarters. The chart must identify the relationship of the proposed services/program to the overall organization and identify the reporting relationship of each proposed staff position.

*Response required

6.3.6 Respondent's Articles of Incorporation*

Please upload your organization's Articles of Incorporation.

If your organization is incorporated, attach Articles of Incorporation (executed by the Secretary of State), Bylaws, and Amendments.

*Response required

6.3.7 Respondent's Signature Authorization Resolution*

Please upload your organization's Signature Authorization Resolution documentation.

If applicable, attach a board or corporate resolution, or other documentation, demonstrating the legal authority of the signatory to bind the organization.

*Response required

6.3.8 Does your organization currently hold a license to do business in California?*

☐ Yes

☐ No

*Response required

When equals "Yes"

6.3.9 As applicable, attach current business or professional licenses or certificates required by the nature of the contract work to be performed and held by the Respondent.*

*Response required

6.3.10 Respondent's Financial Statements*

Please upload your organization's Financial Statements.

Respondent (*excluding government agencies*) shall provide a complete financial statement based upon an audit that is not more than eighteen (18) months old from the proposal submission deadline, certified by an independent certified public accountant. These statements should clearly identify the financial condition of the Respondent's business entity as well as that of its corporate structure, if applicable. The financial statement will be used in determining the Respondent's financial condition, including the working capital position that would permit the Respondent to perform a contract of the size indicated by this RFP. All required financial statements must be prepared in conformity with Generally Accepted Accounting Principles (GAAP).

*Response required