



**COUNTY OF ORANGE**  
**OFFICE OF THE DISTRICT ATTORNEY/PUBLIC ADMINISTRATOR**

**REQUEST FOR PROPOSALS**  
**(RFP)**

**VICTIM/WITNESS ASSISTANCE PROGRAM**

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**RFP No. 026-C027585-VC**

**REQUEST FOR PROPOSALS**

County of Orange  
Office of the District Attorney/Public  
Administrator  
Purchasing Unit, 8<sup>th</sup> Floor  
300 N Flower St  
Santa Ana, CA 92703-5001

**DATE: March 6, 2021**

**COVER PAGE****PROPOSALS MUST BE RECEIVED  
ON OR BEFORE**

**April 5, 2021  
By 4:00 PM PT**

**RFP Number  
027-C027585-VC**

**File Folder No: C027585**

**INSTRUCTIONS:**

1. SUBMIT ONE (1) ORIGINAL AND FIVE (5) HARD COPIES OF YOUR PROPOSAL, AND FIVE (5) COPIES ON CD-ROM.
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.

**Request for Proposals (RFP)**

The County of Orange, Office of the District Attorney/Public Administrator, (hereinafter referred to collectively as "County"), is soliciting proposals from qualified firms (hereinafter referred to as "Respondents") to provide Victim Witness Assistance Program. The awarded contract (hereinafter referred to as "Contract") will be a cost reimbursement contract between the County and the selected Respondent(s) (hereinafter referred to as "Contractor" or "Contractors") to provide Victim Witness Assistance Program, in accordance with the terms and conditions set forth in the Model Contract, including Attachments, provided herein as Section III Model Contract.

This Request for Proposals is set out in the following format:

- SECTION I. Introduction and Instructions to Respondents  
SECTION II. Response Requirements  
SECTION III. Model Contract

**PROPOSALS ARE DUE ON APRIL 5, 2021, BY 4:00 PM PACIFIC TIME.**

Proposals must be submitted in sealed packages. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFP must be directed to Victor Cumberland, County Deputy Purchasing Agent (hereinafter referred to as "DPA"), via BidSync, the County's online bid system at [www.BidSync.com](http://www.BidSync.com); RFP: 026-C027585-VC. (For BidSync assistance, please contact BidSync Vendor Support at: 800-990-9339 Option 1.)

The District Attorney/Public Administrator's Procurement Unit DPA will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the DPA and in writing will be unauthorized and the County shall bear no responsibility for any reliance upon the unauthorized communication.

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

<b>Respondent/Company Legal Name (as it appears on W-9)</b>	<b>FED ID Number</b>
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<b>Postal Address</b>
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<b>Authorized Signature*</b>	<b>Title</b>	<b>Date</b>
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<b>Authorized Signature*</b>	<b>Title</b>	<b>Date</b>
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\*If the Respondent is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If Respondent's officer holds dual title, Respondent must sign this instrument twice; each time indicating his or her office title, that qualifies under the above-described provision. In the alternative, other authorized signatures or a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

**RETURN THIS SHEET WITH YOUR RESPONSE**

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**SECTION I**

**INTRODUCTION**

**AND**

**INSTRUCTIONS TO RESPONDENTS**

**SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS****A. Introduction**

This Request for Proposal (RFP) is being released for the Victim Witness Assistance Program. This RFP is an opportunity to allow qualified vendors to present proposals that will assist the County of Orange, Office of the District Attorney/Public Administrator's Procurement Unit in selecting Contractor(s) that will best meet the needs of the County for an initial three (3) year term, which may be renewed for two (2) additional one (1) year terms. Services will be according to the Statement of Work stated in Attachment A. Maximum funding available is \$6,097,596 per year for a total maximum funding amount of \$18,292,788 for the initial three (3) year term.

**B. Proposed Time Schedule**

DATE	ACTION
3/6/2021	Release of Request for Proposal (RFP)
3/15/2021	Written Questions from Respondents - Due by 4:00 PM Pacific Time
3/17/2021	Respond to Questions from Respondents by 4:00 P.M. (Pacific Time)
3/23/2021	Online Pre-Proposal Conference from 10:00 A.M. to 11:00 A.M. (Pacific Time)
4/5/2021	RFP Closing Date and Time - 4:00 PM Pacific Time

**C. Instructions to Respondent(s) and Procedures for Submittal**

- Clearly identified Proposals are due on or before **April 5, 2021**, no later than 4:00 P.M. (PT), and are to be delivered in a sealed package with the following information to:

**RE: RFP No: 026-C027585-VC for Victim Witness Assistance Program**

County of Orange  
Office of the District Attorney/Public Administrator  
300 N. Flower St., 1<sup>st</sup> Floor  
Santa Ana, CA, 92703-5001  
Purchasing Unit  
Attn: Victor Cumberland/Purchasing Unit

Regular Business Hours Are:

**Monday through Friday: 8:00 A.M. to 5:00 P.M. (Pacific Time)**

Proposals must be time-stamped on the outside of the sealed package by Office of the District Attorney/Public Administrator's Department staff. It is the sole responsibility of the Respondent to ensure that delivery is made to the County prior to the Closing Date and Time listed in this RFP. Delivery receipts are available upon request.

- 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 proposal. If any person contemplating submitting a response to this Request for Proposals 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 must submit a written request for clarification/interpretation to the DPA via the County's on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

All questions or requests for clarifications must be received via BidSync by **4:00 P.M. on March 15, 2021**. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County's on-line bid system at: <https://www.bidsync.com>. Any interpretation of, or correction to, this solicitation shall be issued by the County DPA. However, County does not guarantee receipt by Respondent of all addenda. It is the responsibility of each Respondent to periodically check County's on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. 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, a signed copy must be included with proposal response.**

3. There will be a **Pre-Proposal Conference** for this RFP on **March 23, 2021**, from 10:00 A.M to 11:00 A.M (Pacific Time).
4. Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the RFP Closing Date. No proposal may be withdrawn after the submission date.
5. Each Respondent must provide one (1) hard copy original, and five (5) additional hard copies of the Proposal and five (5) copies on CD-ROM. One Proposal is to be clearly marked as "original" on the outside cover and contain original signatures.

All written Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements. It is imperative that all Respondents responding to this RFP comply, exactly and completely, with the instructions set forth herein. All Proposals in response to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. 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.

6. **Proposals are NOT to be marked as confidential or proprietary.** County will refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the California Public Records Act, Government Code Section 6250 et seq. County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of the County. County reserves the right to make use of any information or ideas in the proposals submitted.
7. By submitting a Proposal, the Respondent represents that it has thoroughly examined the County's requirements and is familiar with the services required in this RFP and that it is qualified and capable of providing the services to achieve the County's objectives. Further, by submitting a Proposal, the Proposer waives any claim it has or may have against the County, its officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal, the waiver or any requirements under the RFP, the acceptance or rejection of any proposal, and/or the award of any Contract.
8. Each Respondent must submit its proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II; Part 1; "IX. Statement of Compliance."**
9. After the closing date and time for receipt of proposals, evaluation and, if requested by County, interview /oral presentations may commence. Respondents who submit Proposals most responsive to the County's requirements will be asked to give an oral presentation of their Proposal to County staff. Selected Respondents should be prepared to make their oral presentation within five calendar days after notification and be prepared to discuss all aspects of their Proposals in detail, including technical questions regarding the Proposal. Respondents shall not be allowed to alter or amend their Proposal through the use of the presentation process.

10. Selected Respondent(s) may be required to provide an on-site tour/inspection of their service facilities proposed under Respondent's Proposal.
11. County reserves the right to negotiate modifications with any Respondent as necessary to serve the best interests of the County. Any proposal may be rejected if it is conditional, incomplete or deviates from specifications in this RFP. County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse a Respondent from full compliance.
12. Pre-contractual expenses are not to be included in Respondent's Pricing. County shall not be liable for any expenses incurred by Respondent in the preparation or submission of their proposal. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing its proposal in response to this RFP; b) submitting that proposal to the County; c) negotiating with the County any matter related to the Respondent's proposal; and d) any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.
13. Where two or more Respondents desire to submit a single proposal in response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. 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.
14. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
15. **DUNS @ Number:** The County requires a valid D-U-N-S number prior to contract award. If needed, respondents may obtain one at no cost at [www.dnb.com](http://www.dnb.com). *If any respondent is unable to provide/obtain a D-U-N-S number, please indicate so in your proposal response.*

#### **D. Protest Procedures**

In the event a Respondent alleges a grievance by the solicitation or award of Contract, the Respondent may submit a written protest to the DPA.

##### **1. Procedure**

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.

Written protests must be sent by mail to:

County of Orange  
Office of the District Attorney/Public Administrator  
300 N. Flower Street, 8<sup>th</sup> Floor  
Santa Ana, CA 92703-5001  
Attn: Purchasing Department – RFP 026-C027585-VC

##### **2. Protest of Proposal Specifications**

All protests related to proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the RFP Closing Date for proposals. Protests received after the five (5) business-day deadline will not be considered by the County.



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

**3. Protest of Award of Contract**

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

**4. 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 Deputy Purchasing Agent renders a decision on the protest.
- b) Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- c) The County may, after providing written justification to be included in the procurement file, 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 protestor's right to the protest procedures outlined herein.
- d) If the protestor disagrees with the decision of the Deputy Purchasing Agent, 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.

**5. Appeal Process**

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

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

County of Orange/County Executive Office  
 County Procurement Office  
 1300 South Grand Avenue  
 Santa Ana, CA 92705  
 Attn: County Procurement Officer  
[CPOAppeals@ocgov.com](mailto:CPOAppeals@ocgov.com)

- b) Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the appeal shall be forwarded to the Procurement Appeals Board.
- c) The decision of the County Procurement Officer will be final and there shall be no right to any administrative appeals of this decision.

**E. Evaluation Process and Criteria**

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County will use the following criteria in its evaluations and comparisons of Respondent(s). No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to the responsible Respondent(s) whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Respondent(s) with the lowest fee proposal.

Proposals deemed to meet all minimum RFP requirements will be scored in Phase I based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon the Respondent(s) submitted written materials.

Following Phase I, the highest ranking Respondent(s) will be required in Phase II to provide an Oral presentation at a County facility, as it relates to the requested and/or proposed services as detailed in the RFP document and Respondent's proposal. No additional information may be offered that was not detailed in Respondent's proposal.

**Proposals will be competitively evaluated on the basis of the following criteria listed in random sequence not in the order of importance:**

**Phase I: 100% Total (weight 75%)**

1. Respondent's expertise and experience in providing the services within the Scope of Work (25%);
2. Respondent's billing rates and fee structure (30%);
3. Respondent's ability to demonstrate quality of services within the Scope of Work (20%);
4. Respondent's resources available to provide services as specified in the Scope of Work (10%);
5. Respondent's provided references. Respondent to provide a minimum of three references (10%);
6. Respondent's proposal organization/completeness of response and degree of compliance with County Model Contract (5%).

**Phase II: 100% Total (weight 25%)**

1. Oral presentations (100%).

Upon completion of Phase II of the evaluation process, the Evaluation Panel will make a recommendation for award to the DPA. The recommendation for award(s) will be based on scores weighted 75% for Phase I and 25% for Phase II.

**F. Selection/Award Procedures**

Upon completion of the evaluation process, the evaluation committee will make a recommendation for award to the County DPA. Final award determination is subject to reference checks and past performance and will require Board of Supervisors' approval.

The Model Contract contained in Section III of this solicitation is the contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this solicitation, including special conditions and requirements and those added by addendum and necessary attachments to reflect the Respondent's proposal and qualifications.

Negotiations may or may not be conducted with the Respondents; therefore, proposals submitted should contain Respondent's most favorable terms and conditions, since the selection and award may be made without further discussion. **Any exceptions to the terms and conditions of the proposed Model Contract regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the response to the RFP in Section II; Part 1; "IX. Statement of Compliance."**

If County is unable to negotiate a Contract in a timely manner or satisfactorily, the County, in its sole discretion, may terminate negotiations with the selected Respondent and begin negotiations with the next Respondent.

County reserves the right to: a) negotiate the final Contract with any Respondent(s); b) withdraw this RFP in whole or in part at any time without prior notice (County makes no representations that any Contract will be awarded to any Respondent responding to this RFP); c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents; and/or d) reject any

proposal as non-responsive, if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

**G. W-9 Requirements - Department of the Treasury, Internal Revenue Service Form W-9 Requirement**

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the 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 contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent the required W-9 or W-8. **A 587/590 Form may be required for out of State Respondents**, see separate attachment Exhibit II for additional information on all these forms.

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

- I. **OCLSB:** Effective January 1, 2020, County of Orange Board of Supervisors adopted the OCLSB Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base.

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

(1) Local Business Requirements:

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

(2) Small Business Requirements:

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

- II. **DVBE:** Effective January 1, 2021, County of Orange Board of Supervisors adopted the Disabled Veteran Business Enterprise ("DVBE") Preference policy. The DVBE Preference policy supports local business opportunity, the development of the County's economy and tax base, and recognizes the service and sacrifices of the men and women of our Armed Forces.

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

(1) Disabled Veteran Business Enterprise Requirements:

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

**To participate as an OCLSB and/or DVBE please read and follow the process outlined in Exhibit I – County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DBVE) Certification Requirements.**

## **SECTION II**

### **RESPONSE REQUIREMENTS**

## SECTION II: RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, in accordance with Section I.C. above, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. County reserves the right to make ANY inquiry into the responsibility of Respondent.

### Minimum Qualifications

**Respondent shall certify via Section II, Part 1, item IV of this RFP, that Respondent meets the minimum qualifications set forth below.**

**Respondent must meet all of the following minimum qualifications:**

1. Performed exact or closely similar services as those described in the Scope of Work (Section III, Attachment A of this RFP Document) for a minimum of five (5) years.
2. Have at least three (3) years of experience in providing Victim Witness Assistance Program services to an organization of similar size and complexity to the County of Orange.
3. Have all applicable licensing certifications required to provide the services required in this RFP that require specific applicable licensing or certifications.
4. Have the ability to provide direct service to any location within Orange County, California.
5. Must be able to provide services for all program listed in this RFP.

## Part 1 – Compliance Certifications

(Complete this section and submit as Part 1 of Proposal)

### I. Cover Page/Executive Summary

All Proposals must be accompanied by a cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind the Respondent. If the Respondent is a corporation, then two (2) signatures are required: one (1) signature by the Chair of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

In the alternative, other authorized signatures or a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed Proposal submission is grounds for rejection of the proposal and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the Cover Page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

### II. Validity of Proposal

County requires that all Proposals be valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date. Submissions not valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date will be considered non-responsive. The Respondent shall state the length of time for which the submitted Proposal shall remain valid below.

Respondent hereby certifies that Respondent's Proposal is valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date.

Validity of Proposal (in days)

Signature required

### III. Certification of Understanding

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.

By signing below, Respondent certifies that such understanding has been considered in this response.

(Signature required)

**IV. Minimum Qualifications**

Respondent hereby certifies that it meets all minimum qualifications set forth above in Section II of this RFP.

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(Signature required)

**V. Certificate of Insurance**

Respondent hereby certifies Respondent's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract by signing below (see Model Contract, Article O. Insurance).

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(Signature required)

**VI. Conflict of Interest**

Respondent must certify either "A" or "B" by signing below:

A. Respondent certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:

- i. Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs\*, or any Orange County Board of Supervisors member, County officer or County employee, which could affect or influence award of the contract for the services you propose to provide.

---

(Signature required)

OR

B. Respondent certifies that no relationships exist/existed as outlined in item "a" above.

---

(Signature required)

\*Orange County Board of Supervisors governs: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency

**VII. Litigation**

Respondent must certify either "A" or "B" by signing below:

A. Respondent certifies current/past litigation as follows:

- ii. 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 the County of Orange in the past seven (7) years.
- iii. 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 the County of Orange in the past seven (7) years.

---

(Signature required)

OR

B. Respondent certifies that Respondent, or any proposed subcontractors do not have any past or current litigation.

---

(Signature required)

**VIII. Name/Ownership Changes**

Respondent must certify either "A" or "B" by signing below:

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

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

---

(Signature required)

OR

B. Respondent certifies that Respondent, or any proposed subcontractors have not had any company name changes or ownership changes in the past seven (7) years.

---

(Signature required)



**IX. 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. ***Respondent must certify either "A" or "B" by signing below:***

- A. This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, and no exceptions thereto are proposed.

---

(Signature required)

**OR**

- B. This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, except for those proposed exceptions expressly listed in a separate attachment hereto.

---

(Signature required)

i. Attachment for each proposed exception must include:

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

**Part 2 – Company Profile****(Complete this form and submit as Part 2 of Proposal)**

Company Legal Name: \_\_\_\_\_

Company Legal Status (corporation, partnership, sole proprietor, etc.): \_\_\_\_\_

Business Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Facsimile Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of time the firm has been in business: \_\_\_\_\_ Length of time at current location: \_\_\_\_\_

Is your firm a sole proprietorship doing business under a different name? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

Is your firm incorporated? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, State of Incorporation: \_\_\_\_\_

Federal Taxpayer ID Number \_\_\_\_\_ \*D-U-N-S® No. \_\_\_\_\_

*\*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](http://www.dnb.com). If you are unable to provide/obtain a D-U-N-S® number, please indicate so in your proposal response*

Regular business hours: \_\_\_\_\_

Regular holidays and hours when business is closed: \_\_\_\_\_

Contact person in reference to this solicitation: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Facsimile Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Facsimile Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Project Manager: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Facsimile Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

**In the event of an emergency or declared disaster, the following information is required:**

Name of contact during non-business hours: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Facsimile Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell or Pager Number: \_\_\_\_\_

### Part 3 – Respondent’s Proposal

#### (Complete this section and submit as Part 3 of Proposal)

*In providing your responses to the questions below, restate each question in bold face type with your response directly below. Please have each question answered by appropriate personnel. The accuracy and completeness of this information will be weighed heavily in the considerations of the evaluation of the responses.*

#### 1. Experience & Qualifications

This section of the proposal will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, work load, record of meeting schedule on similar projects, supportive client reference.

- 1.1. Describe your organization's history and experience of providing services relevant or similar services to those in Attachment A, Scope of Work.
- 1.2. Brief synopsis of the Respondent’s understanding of the County’s needs and how the Respondent plans to meet these needs. This should provide a broad understanding of the Respondent’s entire Proposal. It should also include a statement that the Respondent will provide all of the services included in Section III, Attachment A – Scope of Work.
- 1.3. Provide a minimum of three (3) reference letters, **from clients outside the County of Orange organization**, for the services cited as related experience. Reference letters shall include the name, title, e-mail address, address and telephone number of the person(s) at the client organization who is most knowledgeable about the services performed. Reference letters should be provided from previous clients who have received similar services to those listed within this RFP. If Respondent proposes to use sub-contractor(s) to perform services specified herein, County reserves the right to verify references for sub-contractor. It is Respondent’s sole responsibility to ensure that the firm name, location, and point of contact’s name, title, and phone number for each identified reference organization is current, complete, and accurate. County may disqualify Respondent if:
  - 1.3.1. References fail to substantiate Respondent’s description of services provided;
  - 1.3.2. References fail to support that Respondent has a continuing pattern of providing capable, productive, and skilled personnel; and,
  - 1.3.3. County is unable to reach the point of contact with reasonable effort. It is respondent’s responsibility to inform the point of contact of normal County working hours.
- 1.4. List any previous or current contracts with the County of Orange within the last three (3) years.
  - 1.4.1. Include Agency/Department name, address and contact person;
  - 1.4.2. Contract Number;
  - 1.4.3. Amount of Contract; and,
  - 1.4.4. Provide a brief description of these projects including client name, size, and duration of engagement and staffing levels.
- 1.5. Provide general description of the firm’s financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, or impending merger/acquisitions) that may impede Respondent’s ability to complete the services. Please include a copy of the firm’s current financial statement.
- 1.6. Provide the name and title of person(s) authorized to bind the Respondent, together with the main office address, and telephone number (including area code).
- 1.7. Respondent shall describe additional relevant information concerning the services offered in this RFP that it considers important in evaluating its’ services.
- 1.8. Responses shall provide short description of your firm and the type of services they provide.

## 2. **Personnel Requirements**

Assigned staff must have a minimum of five (5) years of expertise and experience with emphasis on the public sector with depth and breadth of services available.

Provide the following information:

- Current and past contracts
- State entity name
- Type of services
- Date of services

Respondent shall only provide documentation for the individuals that will be working on this project and provide resumes of key personnel assigned to the County's account which includes the following:

- Education
- Experience/Qualifications
- Professional Credentials (where applicable)
- Area of Special Expertise in Victim Witness Assistance Program

Respondents should not include personal information on the resumes as the records provided are subject to public disclosure.

## 3. **Work Plan/Technical Approach**

Respondent shall provide a brief narrative that addresses the Scope of Work and demonstrates Respondent's understanding of the County's needs and requirements including any applicable techniques or methodology to be implemented and the roles of personnel in providing these services. This should provide a broad understanding of the Respondent's proposal.

## 4. **Respondent's Cost Proposal & Program Staffing Plan**

### **4.1 Direct and Projected Costs (Cost Proposal)**

Respondent shall complete staffing plan for each program listed in this RFP (see Paragraph 4.5 below), which provides the name(s) and classification(s) of the Project Manager and key personnel proposed to provide services to the County; and include the cost(s) for all identified direct and administrative positions.

In addition, Respondent shall include projected costs for Respondent's employee benefits. Costs must be broken down by fixed hourly rates or a pay range for each level of staff. Hourly rates include all administrative overhead and related costs. It is expected these costs will be included in the billed hourly rates. Any Indirect costs shall not exceed 10% of each total budget propose and not exceed the total funding for each program (see Paragraph IV below).

4.2 Provide an organizational chart that reflects the name, classification and title of all key personnel and management contacts assigned to provide the services detailed in Respondent's proposal. This organization chart should include both project implementation personnel and personnel who will provide services to the County.

4.3 Respondent shall provide resume for each individual who would be providing services to the County, which will include experience, qualifications, education and licenses/designations (as described earlier in Part 3 – Paragraph 2 above).

4.4 Explain how the proposed project/manpower structure can ensure that staffing has adequate personnel depth, in the event a project team member must be replaced.

4.5 Offer shall complete each of the following program templates as specified in this Part 3 - Section 4 of this RFP and submit as part of their proposal.

**Victim/Witness Assistance Program (VWA)**

Annual Budget for Term: October 1 – September 30

Total Budget NTE: \$3,067,810

Amount of Budget set by California Office of Emergency Services (CalOES)

[illegible]

Total Budget NTE: \$507,549

**RFP No. 017-C022242-SL**  
**Section II: Response Requirements**

Total Budget NTE: \$437,769

**RFP No. 017-C022242-SL**  
**Section II: Response Requirements**

## **Domestic Violence Assistance – Victim Services**

Annual Budget for Term: July 1 – June 30

Total Budget NTE: \$388,046

<b>Personnel Expenses</b>						
<b>Position</b>	<b>Full Time Employee</b>	<b>Base Hourly Rate</b>	<b>Total Salaries</b>	<b>Total Benefits</b>	<b>Total Personnel Budget</b>	<b>Max Inclusive Hourly Rate</b>
<b>Operating Expenses</b>						
						<b>Total Operating Budget</b>
Office Supplies/Expenses						
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						
Finance & Compliance Audit						
Insurance						
Staff & Volunteer Training & Travel						
Mileage, Parking & Vehicle Expenses						
Program Expenses/Supplies						
Victim/Witness Assistance						
Travel for Victim/Witness						
<b>Subtotal – Personnel &amp; Operating Expenses</b>						
<b>Indirect Cost (10% de minimis)</b>						
<b>Total Grant</b>						



## Child Dependency Services

Annual Budget for Term: July 1 – June 30

Total Budget NTE: \$159,136

[illegible]

**Unserved/Underserved Victim Advocacy & Outreach Services**

Annual Budget for Term: January 1 – December 31

Total Budget NTE: \$228,052

Amount of Budget set by California Office of Emergency Services (CalOES)

<b>Personnel Expenses</b>						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
<b>Operating Expenses</b>						
						Total Operating Budget
Office Supplies/Expenses						
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						
Finance & Compliance Audit						
Insurance						
Staff & Volunteer Training & Travel						
Mileage, Parking & Vehicle Expenses						
Program Expenses/Supplies						
Victim/Witness Assistance						
Travel for Victim/Witness						
<b>Subtotal – Personnel &amp; Operating Expenses</b>						
<b>Indirect Cost (10% de minimis)</b>						
<b>Total Grant</b>						

## GRIP Case Management Services

Annual Budget for Term: July 1 – June 30

Total Budget NTE: \$469,551

Amount of Budget set by GRIP Committee

[illegible]

## Victims Compensation Program

Annual Budget for Term: July 1 – June 30

Total Budget NTE: \$535,183

Amount of Budget set by California Victim Compensation Board (CalVCB)

<b>Personnel Expenses</b>						
<b>Position</b>	<b>Full Time Employee</b>	<b>Base Hourly Rate</b>	<b>Total Salaries</b>	<b>Total Benefits</b>	<b>Total Personnel Budget</b>	<b>Max Inclusive Hourly Rate</b>
<b>Operating Expenses</b>						
						<b>Total Operating Budget</b>
Office Supplies/Expenses						
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						
Finance & Compliance Audit						
Insurance						
Staff & Volunteer Training & Travel						
Mileage, Parking & Vehicle Expenses						
Program Expenses/Supplies						
Victim/Witness Assistance						
Travel for Victim/Witness						
<b>Subtotal – Personnel &amp; Operating Expenses</b>						
<b>Indirect Cost (10% de minimis)</b>						
<b>Total Grant</b>						

## Annual Budget for Term: January 1 – December 31

Amount of Budget set by California Office of Emergency Services (CalOES)

## Personnel Expenses

[illegible]

### Operating Expenses

	Total Operating Budget
Office Supplies/Expenses	
Rent/Utilities/Maintenance (office, storage, equipment, etc.)	
Communication & IT Expenses: Telephone, Internet, Support & Maintenance	
Finance & Compliance Audit	
Insurance	
Staff & Volunteer Training & Travel	
Mileage, Parking & Vehicle Expenses	
Program Expenses/Supplies	
Victim/Witness Assistance	
Travel for Victim/Witness	
<b>Subtotal – Personnel &amp; Operating Expenses</b>	
<b>Indirect Cost (10% de minimis)</b>	
<b>Total Grant</b>	

## Annual Allocation determined by Victim Services Steering Committee (VSSC)

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**SECTION III**

**MODEL CONTRACT**

**FOR**

**VICTIM WITNESS ASSISTANCE PROGRAM**

### SECTION III: MODEL CONTRACT

#### CONTRACT (TBD) FOR

#### VICTIM WITNESS ASSISTANCE PROGRAM

THIS Contract (TBD) for Victim Witness Assistance Program, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, through its Office of the District Attorney/Public Administrator, a political subdivision of the State of California, (hereinafter referred to as "County") and (TBD), (hereinafter referred to as "Contractor") with County and Contractor sometimes referred to individually as ("Party"), or collectively as ("Parties").

#### RECITALS

WHEREAS, County solicited via a Request for Proposal ("RFP") for the Victim Witness Assistance Program; and

WHEREAS, Contractor responded to RFP and represented that Contractor is qualified to provide Victim Witness Assistance Program to County; and

WHEREAS, Contractor agrees to provide Victim Witness Assistance Program to County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in Contractor's pricing, attached hereto as Attachment B and incorporated herein; and,

WHEREAS, the County of Orange, Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Victim Witness Assistance Program with the Contractor;

NOW THEREFORE, the Parties mutually agree as follows:

#### ARTICLES

##### General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales



permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have

waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

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

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

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's**

**Key Rating Guide/Property-Casualty/United States or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate
Network Security & Privacy Liability	\$1,000,000 per claims-made
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty (Client Coverage)	\$300,000 per occurrence

#### **Required Coverage Forms**

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

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

#### **Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Professional Liability and Network Security & Privacy Liability policy(ies) shall contain the following endorsements which shall accompany the Certificate of Insurance:

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

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

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

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

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

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

Insurance certificates should be emailed to **DPA** Contact Person and Contact. If email is not possible, then Insurance certificates should specifically be forwarded to:

County of Orange  
Office of the District Attorney/Public Administrator  
Attn: Purchasing Unit  
300 N. Flower Street, 8<sup>th</sup> Floor  
Santa Ana, CA 92703-5001

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor or County may terminate the Contract.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

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

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

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

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

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

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

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

- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection. The County reserves the right to audit and verify the Contractor's records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.
- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

### Additional Terms and Conditions

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Victim Witness Assistance Program as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.
2. **Term of Contract:** This Contract shall commence on July 1, 2021, and continue through and including June 30, 2024, which is contingent upon approval by County Board of Supervisors and execution of all necessary signatures. Contract may be renewed for two (2) additional one (1) year terms contingent on approval by the County of Orange Board of Supervisors.
3. **Contingency of Funding:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - c. Terminate the Contract immediately without penalty.
6. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
7. **Contractor's Project Manager:** Contractor Project Manager, as specified in Article "21" Notices, will direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.
8. **County's Project Manager:** The County Project Manager, as specified in Article "21" Notices, will act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.

9. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange DPA.
10. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County DPA by way of the following process:
- a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
- Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.
11. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
13. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
14. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
15. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers



any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

16. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
17. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
18. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County DPA. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County.
19. **No Third-Party Beneficiaries:** This Contract is an **Contract** by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
20. **Notices:** Any and all notices, request demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:

[NAME TBD]  
Attn: [TBD], Project Manager  
[ADDRESS TBD]  
[CITY, ST, ZIP TBD]  
Phone: [TBD]  
Email: [TBD]

County:

**For the CDS, HTAP, & VWA Programs:**  
County of Orange  
Office of the District Attorney/Public Administrator  
Attn: Ebrahim Baytieh, Senior Assistant  
300 N Flower St  
Santa Ana, CA 92703-5001  
Phone: 714-347-8407  
Email: Ebrahim.Baytieh@da.ocgov.com

**For the GRIP & WS Programs:**

County of Orange  
 Office of the District Attorney/Public Administrator  
 Attn: Tracy Miller, Senior Assistant  
 300 N Flower St.  
 Santa Ana, CA 92703-5001  
 Phone: 714-347-8407  
 Email: Tracy.Miller@da.ocgov.com

**For the UUVA & VCP Programs:**

County of Orange  
 Office of the District Attorney/Public Administrator  
 Attn: Keith Bogardus, Senior Assistant  
 300 N Flower St  
 Santa Ana, CA 92703-5001  
 Phone: 714-347-8407  
 Email: Keith.Bogardus@da.ocgov.com

**For the DVA, Restitution & XC Programs:**

County of Orange  
 Office of the District Attorney/Public Administrator  
 Attn: CEO – Kimberly Engelby, Team Lead - Budget  
 333 W. Santa Ana Blvd., Third Floor  
 Santa Ana, CA 92701  
 Phone: 714-347-7487  
 Email: Kimberly.Engelby@ocgov.com

cc:

County of Orange  
 Office of the District Attorney/Public Administrator  
 Attn: Purchasing Department  
 300 N Flower St  
 Santa Ana, CA 92703-5001  
 Phone: 714-347-8427  
 Email: [Victor.Cumberland@da.ocgov.com](mailto:Victor.Cumberland@da.ocgov.com)

County of Orange  
 Office of the District Attorney/Public Administrator  
 Attn: Fiscal Services  
 300 N Flower St.  
 Santa Ana, CA 92703-5001  
 Phone: 714-347-8438  
 Email: [Kenneth.Brockbank@da.ocgov.com](mailto:Kenneth.Brockbank@da.ocgov.com)

21. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Reference requirements at the time this Contract is executed.
22. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

23. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
24. **Promotional/Advertisement:** County owns all rights to the name, logos and symbols of County. The use and/or reproduction of County's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or Services.
25. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
26. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
27. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.
- In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
28. **Signature In Counterparts:** The Parties agree that separate copies of this Contract may be signed by each of the Parties, and this Contract will have the same force and effect as if the original had been signed by all the Parties.
29. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. The Contractor agrees to supply services requested, as needed by the County, at rates/prices listed in the Contract, regardless of quantity requested.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below. If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, other authorized signatures or a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

[CONTRACTOR NAME - TBD]

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 Print Name

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 Title

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 Signature

---

 Date

---

 Print Name

---

 Title

---

 Signature

---

 Date

\*\*\*\*\*  
 COUNTY OF ORANGE A political subdivision of the State of California

---

 Print Name

---

 Title

---

 Signature

---

 Date

**APPROVED AS TO FORM:**

Office of the County Counsel  
 County of Orange, California

---

 Print Name

---

 Title

---

 Signature

---

 Date

## Attachment A – Scope of Work

### I. Background

The Orange County Board of Supervisors, in order to ensure the provision of services to victims and witnesses of crime pursuant to California Penal Code Section 13835.2, subdivision (a), will designate the provider of victim/witness services for the County of Orange. The Contract shall cover a three (3) year initial period beginning July 1, 2021, through June 30, 2024, and may be renewed for two (2) additional one (1) year terms, unless terminated earlier for cause or availability of funding.

The contracted agency will administer the provision of the following services: Victim/Witness Services as provided in California Penal Code Section 13835.5; Restitution Services related to misdemeanor cases; Witness Services under the direction of the District Attorney's Office; assistance to domestic violence victims in obtaining protective orders; witness coordination and advocacy during Child Dependency hearings; advocacy for victims of gang violence and Human Trafficking; Gang Reduction Intervention Partnership program case management and event coordination; assistance with processing of claims for the unreimbursed financial losses of victims of crime; and, identification and provision of services to victims of crime in accordance with the Victim Services Steering Committee's objectives.

### II. Scope of Work

This project will provide comprehensive services for victims/witnesses of crime. The goals include providing services that will alleviate the trauma and devastating impact of crime on the lives of victims and their family members. Additionally, it is necessary to provide information to victims/witnesses of crime regarding the processes of the criminal justice system in order to encourage cooperation in the investigation and prosecution of the case.

#### A. Specific Service Criteria

All provision of services will be administered in adherence with the criteria as outlined in this document.

##### 1. Victim/Witness Services

The provision of mandatory and optional services for all victims/ witnesses of crime are outlined in the California Penal Code sections 13835.4 through 13835.5. The Contractor will be required to provide both mandatory and optional services.

##### a. Mandatory Services as outlined in the Penal Code:

- i. Crisis intervention – providing timely and comprehensive responses to the individual needs of crime victims.
- ii. Emergency assistance – directly or indirectly providing food, housing, clothing and, when necessary, cash.
- iii. Resource and referral assistance – directing victims to agencies within the community, which are appropriate to meet their individual needs.
- iv. Direct counseling – assisting the victim with problems resulting from the crime & providing resources when professional counseling is needed.
- v. Filing of compensation claims – assist victims in filing claims for compensation through the Victim Compensation and Government Claims Board.
- vi. Property return assistance – upon request of the victim, assist in obtaining the return of a victim's property held as evidence by law enforcement agencies.
- vii. Orientation – provide orientation to the criminal justice system.
- viii. Court accompaniment– provide accompaniment and support the victim in the courtroom.

- ix. Presentations (criminal justice agencies) – provide presentations to and training of criminal justice system agencies.
  - x. Presentations (public) – provide presentations to public agencies and community groups.
  - xi. Case status – monitor appropriate court cases to keep victims and witnesses apprised of the progress and disposition of their case.
  - xii. Notification – upon request of the victim, provide notification to friends, relatives and employers of the occurrence of the crime.
  - xiii. Employer notification – upon request of the victim or witness, inform the employer that the employee was a victim or witness to a crime.
  - xiv. Restitution assistance – upon request of the victim, assist in the process of obtaining restitution for the victim.
- b. Optional Services – as outlined in the Penal Code.
- i. Employer intervention – assist the victim in resolving employment issues which arise as the result of the crime.
  - ii. Creditor intervention – assist the victim in resolving creditor issues which arise as the result of the crime.
  - iii. Child care – assist the victim with temporary childcare needed to be able to take part in criminal justice proceedings.
  - iv. Witness notification – notify victims/witnesses of cancellations of changes in scheduled court appearances.
  - v. Funeral arrangements – provide assistance to the deceased victim’s family with necessary funeral/burial arrangements.
  - vi. Crime prevention – provide information regarding crime prevention to individuals or community groups.
  - vii. Victim/Witness protections – arrange for law enforcement protection when the safety of a victim or witness is threatened.
  - viii. Temporary restraining orders – provide assistance in obtaining temporary restraining orders for victims.
  - ix. Transportation – arrange for transportation to court for victims required to testify.
  - x. Court waiting area – arrange for the provision of a victim/witness waiting room.

## 2. Restitution Services

The Contractor will facilitate the collection and distribution of court-ordered restitution on misdemeanor cases. Policies and procedures shall be established by the Contractor to address the following service requirements:

- a. Identification and location of the crime victim.
- b. Verification of the crime victim’s financial loss.
- c. Interaction with the court regarding determination of losses.
- d. Collection of restitution from convicted offenders.
- e. Collection of administrative fees pursuant to Orange County Ordinance 1-2-93, adopted by the Board of Supervisors of Orange County implementing section 1203.1 of the Penal Code.
- f. Distribution of restitution to victims.
- g. Record keeping and cash management plan.

### 3. Witness Services

The Contractor shall provide coordination for the appearance of all subpoenaed witnesses in misdemeanor trials, preliminary felony hearings and felony trials at the request of the Orange County District Attorney's Office. Penal Code section 1328 mandates the attendance of a witness when being subpoenaed. Policies and procedures shall be established by the contracted agency in cooperation with the Orange County District Attorney's office to address the following service requirements:

- a. Placing witnesses "on-call".
- b. Making case status and disposition information available to the witness.
- c. Notification of and/or intervention with witness' employer.
- d. Arranging to transport the witness to court.
- e. "Call-off" of witnesses.

### 4. Domestic Violence Victim Services

The Contractor shall provide support services to victims of domestic violence who are seeking to obtain temporary restraining orders. As Mandated by Penal Code section 13835, in Resolution 90-1187 on September 12, 1990, the Board of Supervisors adopted a \$5.00 increase in Marriage License Fees to cover the costs of temporary restraining orders. Policies and procedures shall be established by the Contractor in cooperation with the Court to address the following service requirements:

- a. Provision of information regarding qualifications and court procedures for obtaining protective orders.
- b. Updating of forms in accordance with Court procedures.
- c. Documentation of victim's injury.
- d. Direct assistance in preparation of required documents.
- e. Crisis counseling.
- f. Emergency assistance.
- g. Follow-up support.

### 5. Child Dependency Services

The Contractor shall provide support services for children in dependency actions and coordination of witnesses for dependency cases in the Juvenile Court. Policies and procedures shall be established by the Contractor in cooperation with the Court to address the following service requirements:

- a. Crisis intervention.
- b. Court accompaniment.
- c. Victim of crime compensation claim assistance.
- d. Information and referral counseling.
- e. Follow-up support.
- f. Childcare services.
- g. Placing witnesses "on-call".
- h. Case status and disposition information.
- i. Notification of and/or intervention with witness' employer.
- j. "Call-off" of witnesses.

### 6. Unserved/Underserved Victim Advocacy and Outreach - Victim Services

Provide a system of 24-hour/7-day-a-week response and support services to victims and family members of gang-related crimes. In accordance with Penal Code section 13835.5, provide all mandatory and optional Victim/Witness support services (see #1 above) and provide assistance with victim's impact statements. Additionally, at the request of local law enforcement, this program will respond into the field on a 24/7 basis to provide immediate crisis intervention for victims and family members of gang-related crimes.

7. Gang Reduction Intervention Partnership (GRIP) Program Community Event Coordinator and Case Management Services

The contracted agency shall work in conjunction with GRIP personnel to provide case management services and mental health prevention and early intervention services as well as organize community outreach and engagement events to increase awareness for at risk youth and their families on the risk factors that lead to gang activity and juvenile delinquency.

8. Victim Compensation Program Services

The contracted agency shall provide Victim Compensation Program Services such as submission of victims of crime applications and maintaining a revolving fund account to use for qualifying emergency claims to the California Victim Compensation and Government Claims Board.

9. Human Trafficking Victim Advocacy Program Services

The contracted agency shall provide comprehensive services that address the individualized needs of all form to human trafficking victims and, in accordance with Penal Code section 13835.5, provide all mandatory and optional Victim/Witness support services (see #1 above).

10. County Victim Services (XC) Program

The contracted agency shall participate and work with the Victim Services Steering Committee to identify and address gaps in services provided to crime victims in Orange County.

B. Staffing Requirements

The Contractor must provide staff sufficient to meet the minimum service levels set out in the Schedule of Deliverables and Timeline. All staff must have met minimum education and experience requirements for the position, be carefully screened for suitability, and must have successfully passing fingerprint and background checks. Supervision of staff will be the sole responsibility of the contracted agency. The following outlines general training requirements for the positions.

1. Victim Advocates

Staff assigned to provide victim/witness services by the Contractor must complete the Entry Level and Advanced Advocate certification training requirements as established by the California Victim and Witness Coordinating Council, and the California Governor's Office of Emergency Services (CalOES). The Contractor must provide specific training in domestic violence, sexual assault, and gang violence for advocates specializing in those areas of concern. Additionally, each advocate must be given no less than 16 hours of in-service training each year.

2. Other Staff Positions

The Contractor must develop and implement both initial and in-service training programs for all staff working in non-advocate positions.

C. Performance Measures Requirements

As a performance measures indicator, in addition to the monthly program statistics, the Contractor is required to send client surveys and tally and submit the results to Project Manager on a semi-annual basis as follows:

1. Victim Witness Services

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, District Attorney investigators, and police agencies. Survey instrument, schedule, mode of



distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

2. Restitution Services

Surveys must be sent to victims. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

3. Witness Services

Surveys must be sent to involving parties including but not limited to victims, witnesses, county prosecutors, and District Attorney investigators. Survey instrument, schedule, mode of distribution, and process for submission and tabulation subject to prior review and approval of the County.

4. Domestic Violence Victim Services

Surveys must be sent to relevant parties including but not limited to victims, family law judges, County prosecutors, District Attorney investigators, police agencies, and domestic violence courts. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

5. Child Dependency Services

Surveys must be sent to relevant parties including but not limited to witnesses, Lamoreaux Justice Center judges, County Counsel, County prosecutors, and District Attorney investigators. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

6. Underserved Victim Advocacy and Outreach Services

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and District Attorney investigators. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

7. Gang Reduction Intervention Partnership Program (GRIP)

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, District Attorney investigators, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

8. Victims Compensation Program Services

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

9. Human Trafficking Victim Advocacy Program Services

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

10. County Victim Services (XC) Program

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and District Attorney investigators. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

D. Application to California Governor's Office of Emergency Services (CalOES)

The funds for the Victim/Witness Assistance Program, Human Trafficking Advocacy Program, and Unserved/Underserved Victim Advocacy and Outreach Program are obtained through grants from the California Governor's Office of Emergency Services (CalOES). At County's request, the Contractor

shall provide necessary information and/or documentation to the County to assist it with the completion of a Request for Application (RFA) or Request for Proposal (RFP) to the California Governor's Office of Emergency Services (CalOES) to secure the funding for Victim/Witness Assistance, Human Trafficking Advocacy Program, and Unserved/Underserved Victim Advocacy and Outreach Programs. The contracted agency is required to provide a cash match or apply for cash match waiver for Victim/Witness Assistance Program, Human Trafficking Advocacy Program, and Unserved/Underserved Victim Advocacy and Outreach Services program as applicable.

**E. Establishment of an Advisory Board**

The Contractor must work in conjunction with County to develop an advisory board, which has representation from partner agencies and the community. The function of the Board will be to act in an advisory capacity concerning program development, criminal justice system policies and procedures, community and media relations, recognition activities and the management of discretionary funds.

**F. Victim Compensation**

The Contractor shall be responsible for negotiating a contract with the Victim Compensation and Government Claims Board (VCGCB) to operate a Joint Powers Victim Compensation Program Claims Verification Center with County. The staff of the Verification Center must be certified by the VCGCB to perform any claim verification and must follow all policies and procedures as established by the VCGCB. The Contractor must provide computers and cabling compatible with the data management system currently in place at the VCGCB. Further, the Contractor must establish a Revolving Fund and procedures for expenses under this contract. The Contractor must account for funds in the manner prescribed by current county mandates and practice and maintain the Revolving Fund in accordance with applicable laws and VCGCB policies.

**III. Schedule of Deliverables and Timeline**

<b>DELIVERABLES</b>	<b>DELIVERY DATE</b>	<b>PRIMARY RECIPIENT</b>
<b>Applications and Reports</b>		
Request for Application – Victim/Witness Assistance Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
Request for Application – Unserved/Underserved Victim Advocacy and Outreach Services	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
Request for Application – Human Trafficking Victim Advocacy Program	TBD Exact date announced by Cal OES	California Office of Emergency Services Agency (Cal OES)
Bond Requirements - Fidelity bond equaling 50% of total grant award and deductible equaling 1% of the bond must include Employee Dishonesty and Forgery Coverage. Victim/Witness Assistance Program	Within 60 days of the signed Grant Award Agreement	California Office of Emergency Services (Cal OES)

Bond Requirements – Fidelity bond equaling 50% of total grant award and deductible equaling 1% of the bond must include Employee Dishonesty and Forgery Coverage. Unserved/Underserved Victim Advocacy and Outreach Services	Within 60 days of the signed Grant Award Agreement	California Office of Emergency Services (Cal OES)
Bond Requirements – Fidelity bond equaling 50% of total grant award and deductible equaling 1% of the bond must include Employee Dishonesty and Forgery Coverage. Human Trafficking Victim Advocacy Program	Within 60 days of the signed Grant Award Agreement	California Office of Emergency Services (Cal OES)
3 Month Performance Data OVC Report – Victim/Witness Assistance Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
<b>DELIVERABLES</b>	<b>DELIVERY DATE</b>	<b>PRIMARY RECIPIENT</b>
<b>Applications and Reports (continued)</b>		
3 Month Performance Data OVC Report – Unserved/Underserved Victim Advocacy and Outreach Services	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
3 Month Performance Data OVC Report – Human Trafficking Victim Advocacy Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
6 Month Progress Report – Victim/Witness Assistance Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
6 Month Progress Report – Unserved/Underserved Victim Advocacy and Outreach Services	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
6 Month Progress Report – Human Trafficking Victim Advocacy Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
Final Report – Victim/Witness Assistance Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
Final Report – Unserved/Underserved Victim Advocacy and Outreach Services	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
Final Report – Human Trafficking Victim Advocacy Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)

Report of Expenditures & Request for Funds– Victim/Witness Assistance Program		Quarterly: 30 days after the end of each quarter.  Liquidation: 30 days after the end of each quarter.	California Office of Emergency Services (Cal OES)
Report of Expenditures & Request for Funds– Unserved/Underserved Victim Advocacy and Outreach Services		Quarterly: 30 days after the end of each quarter.  Liquidation: 30 days after the end of each quarter.	California Office of Emergency Services (Cal OES)
Report of Expenditures & Request for Funds– Human Trafficking Victim Advocacy Program		Quarterly: 30 days after the end of each quarter.  Liquidation: 30 days after the end of each quarter.	California Office of Emergency Services (Cal OES)
6 and 12 Month Progress Report and 3 Month Performance Data OVC Reports for County Victim Services (XC) Program		Quarterly: as determined by CEO	County of Orange CEO Office
<b>TIMELINE</b>	<b>NAME OF SERVICE</b>	<b>SERVICE PROVIDED</b>	<b>MINIMUM SERVICE LEVEL</b>
October 1 – September 30	Victim/Witness Assistance Program	Crisis intervention and subsequent mandatory and optional services.	6,000 new victims
July 1 - June 30	Restitution Services	Review of court referred cases	6,500 cases
July 1 - June 30	Witness Services	Coordinate court appearances	16,000 witnesses
July 1 - June 30	Domestic Violence Assistance Program	Restraining order assistance and subsequent victim services	3,000 victims
July 1 - June 30	Child Dependency – Children’s Services	Support services for the children	1,000 children
July 1 - June 30	Child Dependency – Witness Services	Coordinate court appearances	1,200 witnesses
January 1 – December 31	Human Trafficking Victim Advocacy Program	24/7 crisis intervention and sub- sequent victim services.	70 new victims

January 1 – December 31	Unserved/Underserved Victim Advocacy and Outreach Services	24/7 crisis intervention and subsequent victim services.	300 new victims
July 1 - June 30	Gang Reduction Intervention Partnership (GRIP)	Case management services, prevention, and early intervention services	400 total participants
July 1 – June 30	Victim Compensation Program Services	Provides reimbursement or payment for verified expenses incurred as a direct result of the crime.	2,100 applications processed
January 1 – December 31	County Crime Victims Services	Provides services for identified needs of victims of crime.	As services are needed

#### IV. **Budget**

The budget for the following services will be developed annually based upon the available funding in each fiscal year.

- A. Victim/Witness Assistance Services
- B. Restitution Services
- C. Witness Services
- D. Domestic Violence Assistance - Victim Services
- E. Child Dependency Services
- F. Unserved/Underserved Victim Advocacy and Outreach Services - Victim Services
- G. Gang Reduction Intervention Partnership (GRIP) Program Case Management Services
- H. Victims Compensation Program Services
- I. Human Trafficking Victim Advocacy Program Services
- J. County Victim Services (XC) Program

#### V. **Security Requirements**

This Contract engagement involves the Contractor having direct short term access to County of Orange proprietary information and systems. Outlined below are key deliverables which the County requires be provided by the Contractor for County's approval before access to providing credentialed access to resources or transfer of any information related to this contract. The list is intended to set the framework within which the Contractor and the County shall securely work.

##### A. **List of pre-engagement deliverables:**

- (1) Background verification for listed staff with a copy of their policy/procedure.
- (2) Signed agreement by each listed staff member that they have read and will comply with County's required IT User Acceptance Agreement (breach of which shall be grounds for cancellation of proposed/awarded contract).

##### B. **Contractor Indemnifications:**

- (1) All information and system access shall remain the sole property of the County.

- (2) All Contractor assigned staff under this Contract, regardless of their location: (i) have not been convicted of any crime involving violence, fraud, theft, dishonesty or breach of trust under any Laws; and (ii) have not been on any list published and maintained by the Government of the United States of America of persons or entities with whom any United States person or entity is prohibited from conducting business, (iii) Contractor has within the last 12 months certified that, to the best of its knowledge, none of the Service Employees have been convicted of any criminal felony involving fraud, theft, dishonesty or a breach of trust under any Laws.
- (3) In addition to its own efforts, if either Party becomes aware that any such Service Employee has been convicted of a crime involving violence, fraud, theft, dishonesty or suspected breach of trust, is included on any such list, then Contractor shall immediately remove such Service Employee from the engagement, and notify the County so that it may take remediation actions.
- (4) Non-US Citizens or resident alien: Contractor shall obtain and maintain all visas passports, permits and other documentation necessary for Service Employees who are not United States citizens and who may be required to perform Services.
- (5) Contractor shall sign a letter of data/information destruction upon the close of awarded contract.

## **Attachment B – Compensation and Pricing**

### **I. Compensation**

This is a cost reimbursement Contract between the County and the Contractor for Victim/Witness Assistance Program services as provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified herein unless authorized by amendment in accordance with Paragraphs C and R of the General Terms and Conditions.

Total compensation under this Contract shall not exceed **\$TBD**.

The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs “C” – Amendments and “P” – Changes.

### **II. Contractor’s Expense**

The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

Any allowable travel expenses shall include all expenses incurred such as mileage, parking, lodging, meals, and incidental fees, etc. Any allowable travel expenses incurred must be billed per Orange County Per Diem Rates and itemized on invoice(s).

### **III. Payment Terms**

Invoices are to be submitted in arrears in accordance with (TBD), thereafter invoices will be submitted monthly in arrears to the address specified below. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

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

### **IV. Invoice Instructions**

The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor’s name and address;
2. Contractor’s remittance address (if different from above);
3. Name of County Agency Department;
4. Delivery/service address;
5. Contract number must be referenced on all invoices (Contract number MA-026-(TBD));
6. Date of invoice;
7. Service date(s) – Month of Service;

8. Service description;
9. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN);
10. Sales tax, if applicable;
11. Freight/delivery charges, if applicable;
12. Total.

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

**Invoices shall be forwarded to:**

County of Orange  
Office of the District Attorney/Public Administrator  
Attn: Accounts Payable  
P.O. Box 808  
Santa Ana, CA 92702

**V. Electronic Funds Transfer (EFT)**

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact Auditor Controller directly via email at [admin.vendor@ac.ocgov.com](mailto:admin.vendor@ac.ocgov.com).

**VI. Program Administration**

**A. Administration of Victim/Witness Assistance Grant**

The County shall pay Contractor during each year for services rendered hereunder with respect to the California Office of Emergency Services (Cal OES) Victim/Witness Assistance Grant a sum not to exceed \$3,834,763 for the period of July 1, 2021, through September 30, 2022, \$3,067,810 for the term of 10/1/22 – 9/30/23, and \$3,067,810 for each year thereafter, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$3,834,763 for the period of July 1, 2021, through September 30, 2022, \$3,067,810 for the term of 10/1/22 – 9/30/23, and \$3,067,810 for each year thereafter to the County from Cal OES. Grant funds shall be deposited into the Trial Courts Agency (100-081) and shall be used to offset costs incurred in administering the Victim/Witness Assistance Program. Costs incurred in the administration of the Victim/Witness Assistance Program shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from grant proceeds shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the Trial Courts Agency (100-081). Contract will be amended for an increase in the grant amount approved by Cal OES.

Contractor shall be responsible for the required matching of funds and/or obtaining the appropriate waiver of such from CalOES.

**B. Administration of Restitution Services**

The Contractor shall provide collection of restitution for a victim's financial loss on all court-ordered misdemeanor cases from convicted offenders. Pursuant to Orange County Ordinance 1-2-93, adopted by the Board of Supervisors of Orange County implementing Section 1203.1 of the Penal Code, when the



court orders the defendant to pay restitution to the victim as a condition of unsupervised release and suspended sentence, the Contractor shall administer collection of an administrative fee for this service pursuant to Section 1203.1 of the Penal Code. Said administrative fees shall be collected by the Court and deposited into the Trial Courts Agency (100-081). Restitution funds received from the Victim Compensation and Government Claims Board Ten Percent (10%) Rebate Program shall also be deposited into the Trial Courts Agency (100-081). Said funds shall be used to offset costs incurred in administering Restitution Services. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of the collection of restitution a sum not to exceed \$507,549 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor.

Costs incurred in the administration of Restitution Services shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from the restitution administrative fees and State rebates shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).

During July of each fiscal year, the County (100-081) shall advance the sum of \$101,510 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for the performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.

**C. Administration of Witness Services**

The Contractor shall provide coordination for the appearance of all subpoenaed witnesses in misdemeanor trials, preliminary felony hearings and felony trials at the request of the District Attorney's Office. Services include placing all witnesses "on-call", case status and disposition information, employer notification/intervention, arrangement for transportation, and "call-off" when no longer required as witnesses. The County shall pay Contractor during each fiscal year for services rendered with respect to the coordination of Witness Services a sum not to exceed \$437,769 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Costs incurred in the administration of the Witness Services shall be expensed solely against the District Attorney (100-026). The Net County Cost of the program shall be expensed solely against the District Attorney (100-026).

During July of each fiscal year, the County (100-026) shall advance the sum of \$87,554 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the District Attorney (100-026) by August 31 of each fiscal year.

**D. Administration of Domestic Violence Assistance – Victim Services**

The Contractor shall provide support services to victims of domestic violence, including but not limited to assistance in obtaining temporary restraining orders. Services will include direct assistance, information and referral, and volunteer attorney services. Direct assistance will include the provision of information and assistance regarding qualification, preparation, and court procedures for obtaining protective orders. Crisis counseling, emergency assistance, shelter, food and medical aid, and follow-up support services shall be available to all victims of domestic violence. By Resolution Number 90-1187 dated November 12, 1990, the Board of Supervisors approved an increase in the marriage license fees and directed the

County Clerk/Recorder to deposit the \$5 fee collected directly in the Trial Courts Agency (100-081), to be used to offset costs incurred in administering Domestic Violence Victim Services. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of Domestic Violence Victim Services a sum not to exceed \$388,046 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice shall be marked "FINAL" by the Contractor. Costs incurred in the administration of Domestic Violence Victim Services shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from the marriage license fee deposits shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the Trial Courts Fund (100-081).

During July of each fiscal year, the County (100-081) shall advance the sum of \$77,609 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.

E. Administration of Child Dependency Services

The Contractor shall provide support services for children in dependency actions and coordination of witnesses for dependency cases in the Juvenile Court. Support services will include but not be limited to crisis intervention, court accompaniment, victim of crime compensation claim assistance, information and referral counseling and follow-up support. Child care will be provided in the Victim/Witness Assistance Center for all children in dependency cases. Witness coordination for witnesses subpoenaed by County Counsel will include placing all witnesses "on-call", case status and disposition information, employer notification/intervention, and "call-off" when no longer required as witnesses. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of Child Dependency Services a sum not to exceed \$159,136 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice shall be marked "FINAL" by the Contractor. Costs incurred in the administration of Child Dependency Services shall be expensed solely against the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed against the Trial Courts Agency (100-081).

During July of each fiscal year, the County (100-081) shall advance the sum of \$31,827 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.

F. Administration of Unserved/Underserved Victim Advocacy And Outreach Program

Unserved/Underserved Victim Advocacy and Outreach Program will provide support services to victims of gang violence and their families. Services include crisis intervention; emergency assistance; shelter, food and medical aid and follow-up support counseling; court support, and community outreach.

The County shall pay Contractor during each year for services rendered with respect to the California Office of Emergency Services (Cal OES) Unserved/Underserved Victim Advocacy and Outreach Program a sum not to exceed \$342,078 for the period of July 1, 2021, through December 31, 2022, \$228,052 for the term of 1/1/2023 – 12/31/23, and \$228,052 for each year thereafter, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the

Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$342,078 for the period of July 1, 2021, through December 31, 2022, \$228,052 for the term of 1/1/2023 – 12/31/23, and \$228,052 for each year thereafter to the County from Cal OES. Grant funds shall be deposited into the Trial Courts Agency (100-081) and shall be used to offset costs incurred in administering the Victim/Witness Assistance Program. Costs incurred in the administration of the Unserved/Underserved Victim Advocacy and Outreach Program shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from grant proceeds shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).

Contractor shall be responsible for the required 25% matching of funds in the amount of \$85,520 for the period of July 1, 2021 through December 31, 2022, \$57,014 for the term of January 1, 2023 through December 31, 2023 and \$57,014 for each year thereafter. Contract will be amended for an increase in the grant amount approved by Cal OES.

**G. Administration of Gang Reduction Intervention Partnership (GRIP) Program Case Management Services**

The County shall pay Contractor during each fiscal year for services rendered with respect to Gang Reduction Intervention Partnership (GRIP) Program Case Management Services a sum not to exceed \$469,551 for the period up to June 30, 2022, \$469,551 for the period of July 1, 2022, through June 30, 2023, and thereafter \$469,551 annually payable on a cost reimbursement basis upon submission of monthly invoices. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Costs incurred in the administration of the GRIP Program Case Management Services shall be expensed solely against the District Attorney (100-026).

During July of each fiscal year, the County (100-026) shall advance the sum of \$78,199 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the District Attorney (100-026) by August 31 of each fiscal year.

**H. Administration of Victim Compensation Program**

The County shall pay Contractor during each fiscal year for services rendered for Victim Compensation Program a sum not to exceed \$535,183 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$535,183 to the County from CalVCB. The Net County Cost of the program shall be expensed against the Trial Courts Agency (100-081). Contract will be amended for an increase in the grant amount approved by CalVCB.

**I. Administration of Human Trafficking Victim Advocacy Program**

The County shall pay Contractor during each fiscal year for services rendered with respect to Human Trafficking Victim Advocacy Program a sum not to exceed \$231,750 for the period of July 1, 2021 through December 31, 2022; \$154,500 for the term of January 1, 2023, through December 31, 2023, and \$154,500 for each year thereafter, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$231,750 for the period of July 1, 2021, through December 31, 2022, \$154,500 for the term of 1/1/2023 – 12/31/23, and \$154,500 for each year thereafter

to the County from Cal OES. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Costs incurred in the administration of the program shall be expensed solely against the District Attorney (100-026).

Contractor shall be responsible for the required 13% matching funds in the amount of \$28,971 for the period of July 1, 2021, through December 31, 2022; \$19,314 for the term of January 1, 2023 through December 31, 2023; and \$19,314 for each year thereafter. Contract will be amended for an increase in the grant amount approved by Cal OES.

J. Administration of County Victim Services (XC) Program

The County shall pay Contractor during each fiscal year for services rendered with respect to County Victim Services Program a sum not to exceed \$225,000 for the period of July 1, 2021, through December 31, 2022; \$150,000 for the term of January 1, 2023, through December 31, 2023; and \$150,000 each year thereafter, as approved by the Victim Services Steering Committee and awarded by Cal OES. The services are payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).

K. Program-Administration – Additional Requirements

A. Victim of Crime Claim Verification

Pursuant to Penal Code Section 13835 the Victim/Witness Assistance Program is authorized and mandated to submit completed victims of crime applications to the California Victim Compensation Board (CalVCB). Under Government Code Section 13962 (e) designated Victim/Witness Assistance Programs shall be authorized by the Board of Supervisors to verify claims processed. The Joint Powers Agreement provides for the direct contract for services between Contractor and the CalVCB and incorporated by resolution of the County of Orange. In addition, the CalVCB advanced separate funds in fiscal year 2020-2021, which continue to be maintained in a separate revolving fund account. These funds are used to pay authorized and verified qualifying emergency claims for funeral/burial expenses, domestic violence or sexual assault relocation assistance and crime scene clean-up expenses.

Contractor shall expend revolving funds only when it has been verified that an applicant is eligible for an emergency award for funeral/burial expenses or domestic violence or sexual assault relocation assistance or for crime scene clean-up expenses. The Contractor shall maintain verification documentation in the claim file and it shall be available for review, by the CalVCB, upon request.

B. Financial Accountability and Reporting Requirements

For State and Federal grant programs, the Contractor agrees to provide fiscal procedures adequate to assure disbursement of the fiscal obligation under the corresponding State and Federal regulations. The Contractor agrees to reimburse the County for any expenditure determined to be a violation of the terms and conditions of this Contract.

1. Allowable Costs

- a. All items of cost, actually incurred, shall be allowable for payment to the extent such items are allowable under the corresponding State and Federal regulations. No item shall be allowed as a cost under this section, "Allowable Costs", which is not allowed as a reimbursable cost under applicable regulations governing the same. Only allowable costs shall be paid to the Contractor.
- b. The maximum amount allowable for each of the major cost categories (consisting of the totals for Personnel Salaries, Personnel Benefits, and Operating Expenses) may be adjusted

within this Contract as long as the overall budget, program goals, and objectives are not changed. Such category adjustments shall be made upon prior written request by Contractor and approved by Administrator.

2. Utilization of Funds

Funds provided under this Contract are to be expended only for the purpose and activities covered by the approved project plan herein. The Contractor shall be reimbursed monthly in arrears for all costs approved by the corresponding State and Federal agencies upon the submission of detailed invoices delivered to the District Attorney. The monthly invoices shall be in such form and detail as required by the corresponding State or Federal regulations.

3. Accounting

The criteria for record keeping detailed in the State or Federal regulations must be applied to accounting for contract funds and utilizing contributions.

4. Reporting Responsibility

The Contractor must adhere to the following reporting deadlines to ensure timely submission of expenditure, status, and progress reports to Cal OES.

a. Expenditure Reports

Reports are due to the District Attorney by the 15<sup>th</sup> of the month following the end of the period for which the expenses are claimed. Expenditure report for liquidation period is due to the District Attorney no later than 30 calendar days after the end of the grant period.

b. Status/Progress Reports

Reports are due to the District Attorney five (5) working days after the end of the period for which the progress of the project is reported.

### **Attachment C – Implementation Plan/Project Schedule**

Time is of the essence in this Contract. Failure of the Contractor to comply with the Implementation Plan/Project Schedule as set forth below may be considered a material breach by the County. Payment shall be made in arrears of each deliverable in accordance with Attachment B, Payment Terms and Payment Invoicing.

#### **Plan to Accomplish the Statement of Work**

**Attachment D – County Provided Resources**

(Complete and submit as #6, in Part 3 of Section II – Proposal Response Requirements)

At the County’s discretion, the County may furnish Contractor the following items and resources:

- a. Items and resources # 1 (Continue with # 2 and so forth as continuations on this page).

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The County reserves the right to accept or reject “any” and “all” added requests/ requirements for County Supplied Items and Assistance.

## **Exhibits I through III**



### **Exhibit I - OCLSB/DVBE Preference Certification Requirements**

#### **County of Orange Local Small Business (OCLSB) Preference Certification Requirement And/Or Disabled Veteran Business Enterprise (DVBE) Certification Requirements**

1. To participate as an OCLSB the following requirements must be met:
  - a. A local small business must be certified with State of California the Department of General Services (DGS) as a Small Business - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
  - b. Upon certification as Small Business with DGS, the local small business shall access the OCLSB Preference portal at [OCLSBverify.com](https://oclsbverify.com), search their legal company/business name in the County's database and print the OCLSB Certification.
    - i. Business name shall match the Company Legal Name specified on the Company Profile.
  - c. Complete and sign the OCLSB Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response in order to compete as an OLSB.
2. To participate as a DVBE the following requirements must be met:
  - a. A business must be certified with State of California the Department of General Services (DGS) as a Disabled Veteran Business Enterprise – <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
  - b. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the DVBE Certification are required and must be returned with the solicitation response in order to complete as a DVBE.
3. OCLSB or DVBE Preference provides the following:
  - a. Invitation for Bid – IFB
 

When the lowest bidder is not an OCLSB, the sole lowest certified OCLSB within five percent (5%) of the lowest bid shall be given the opportunity to price match. To participate as an OCLSB, the sole lowest qualified OCLSB must accept the County's offer to price match within three (3) business days from the County's offer, unless otherwise specified by the County. If two or more OCLSB or DVBEs have tied within 5%, the County shall request best and final bids from each OCLSB or DVBE, which shall price match the lowest bid or better. If the best and final bids are tied, the County shall determine the contract award based on the County's best interest.
  - b. Request for Proposal
 

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

If a State-certified as OCLSB IS ALSO A State-certified DVBE, the preference given to that business shall be 8% instead of 5%. The separate OCLSB/DVBE preferences shall not be applied.
5. OCLSB and/or DVBE Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.

**OCLSB/DVBE Affirmation Form**

<b>County of Orange Local Small Business (OCLSB) and/or Disabled Veteran Business Enterprise (DVBE) Affirmation</b>	
<b>OCLSB Certification Requirements:</b> To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:	
(1) Local Business requirements: a) maintains their principal center of operations (i.e. headquarters) within Orange County, and; b) has: i. a business address located in the County of Orange that is not a post office box, or ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.	
(2) Small Business requirements: a) must be certified as a Small Business by the State of California Department of General Services (DGS); and, b) DGS Small Business requirements must be valid at the time of bid/proposal submittal.	
<b>DVBE Certification Requirements:</b> To be certified as a Disabled Veteran Business Enterprise, a business must meet the following requirements:	
(1) Must be certified as a DVBE by the State of California Department of General Services (DGS); and, (2) DGS DVBE requirements must be valid at the time of bid/proposal submittal.	
<b>Please specify one or both preferences that apply to your business by checking below:</b> <input type="checkbox"/> OCLSB <input type="checkbox"/> DVBE	
I, certify that _____, (legal company/business name) is certified as an OCLSB and/or DVBE and currently meets the respective Certification Requirements set forth above.	
_____ Print Name	_____ Title
_____ Authorized Signature	_____ Date
<b>Please check one or both below:</b> <input type="checkbox"/> OCLSB Certificate attached <input type="checkbox"/> State of California DVBE Certification attached	
<b>County Use Only</b>	
Solicitation Number:	
Solicitation Description:	
File Folder Number:	

**Exhibit II – Form 587 – Nonresidential Withholding**

<b>TAXABLE YEAR</b>	<b>Nonresident Withholding Allocation Worksheet</b>	<b>CALIFORNIA FORM</b>
<b>2020</b>		<b>587</b>

**The payee completes this form and returns it to the withholding agent.**

**Part I Withholding Agent Information**

Withholding agent's name \_\_\_\_\_

Address (apt./ste., room, PO box, or PMB no.) \_\_\_\_\_

City (If you have a foreign address, see instructions.) \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

**Part II Nonresident Payee Information**

Payee's name \_\_\_\_\_ ☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.) \_\_\_\_\_

City (If you have a foreign address, see instructions.) \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

Nonresident payee's entity type: (Check one)

☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company (LLC) ☐ Estate or trust

**Part III Payment Type**

Nonresident payee: (Check one)

☐ Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee) ☐ Provides goods and services in California (see Part IV, Income Allocation)

☐ Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee) ☐ Provides services within and outside California (see Part IV, Income Allocation)

☐ Other (Describe) \_\_\_\_\_

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

**Part IV Income Allocation**

Gross payments expected from the withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
<b>1 Goods and services:</b>			
Goods/materials (no withholding required) .....			
Services (withholding required) .....			
<b>2 Rents or lease payments .....</b>			
<b>3 Royalty payments .....</b>			
<b>4 Prizes and other winnings .....</b>			
<b>5 Other payments .....</b>			
<b>6 Total payments subject to withholding.</b>			
Add column (a), line 1 through line 5 .....			
<b>Nonresident withholding threshold amount: ...</b>	<b>\$1,500.00</b>		
<b>Backup withholding threshold amount: .....</b>	<b>\$0.00</b>		

**Certification of Nonresident Payee**

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to [ftb.ca.gov/forms](http://ftb.ca.gov/forms) and search for 1131. To request this notice by mail, call 800. 852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

<b>Sign Here</b>	Print or type payee's name	Telephone
	Payee's signature <b>X</b>	Date
	Print or type representative's name and title	Telephone
	Authorized representative's signature <b>X</b>	Date

7041203
Form 587 2019

**Exhibit III – Form 590 – Withholding Exemption Certificate**

<b>TAXABLE YEAR</b>	<b>CALIFORNIA FORM</b>
<b>2020</b>	<b>590</b>
<b>Withholding Exemption Certificate</b>	
The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.	
<b>Withholding Agent Information</b>	
Name _____	
<b>Payee Information</b>	
Name _____	<input type="checkbox"/> SSN or ITIN <input type="checkbox"/> FEIN <input type="checkbox"/> CA Corp. no. <input type="checkbox"/> CA SOS file no.
Address (apt./ste., room, PO box, or PMB no.) _____	
City (If you have a foreign address, see instructions.) _____	State _____ ZIP code _____
<b>Exemption Reason</b>	
<b>Check only one box.</b>	
By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.	
<input type="checkbox"/> <b>Individuals — Certification of Residency:</b> I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.	
<input type="checkbox"/> <b>Corporations:</b> The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.	
<input type="checkbox"/> <b>Partnerships or Limited Liability Companies (LLCs):</b> The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.	
<input type="checkbox"/> <b>Tax-Exempt Entities:</b> The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.	
<input type="checkbox"/> <b>Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:</b> The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.	
<input type="checkbox"/> <b>California Trusts:</b> At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.	
<input type="checkbox"/> <b>Estates — Certification of Residency of Deceased Person:</b> I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.	
<input type="checkbox"/> <b>Nonmilitary Spouse of a Military Servicemember:</b> I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.	
<b>CERTIFICATE OF PAYEE:</b> Payee must complete and sign below.	
To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to <a href="http://ftb.ca.gov/forms">ftb.ca.gov/forms</a> and search for 1131. To request this notice by mail, call 800.852.5711.	
Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.	
Type or print payee's name and title _____	Telephone _____
Payee's signature ► _____	Date _____
7061203	Form 590 2019

REQUEST FOR PROPOSAL  
MUST BE RECEIVED BY  
4:00 PM, PACIFIC TIME



FOR OFFICE USE  
ONLY

April 5, 2021

**DATE/TIME**  
**026-C027585-VC**

**RFP NUMBER**  
**C027585**

**FILE NO.**

**County of Orange**  
Office of the District Attorney –  
Public Administrator  
Purchasing & Contract Services  
300 N. Flower Street  
Santa Ana, CA 92703  
(714) 347-8427  
Date: March 18, 2021

Date/Time Stamp

**ADDENDUM #1**

**To RFP No: 026-C027585-VC**

**For The Victim Witness Assistance Program**

This Addendum is being issued to update the Response Requirements under Section II, Part 3, Sub-Section 2. Personnel Requirements. This Addendum #1 must be submitted with and follow the cover page of Respondents response to ensure Respondents are responding in accordance with this Addendum #1.

All other terms and conditions of this RFP remain the same.

**PROPOSALS ARE DUE AT 4:00 p.m. Pacific Time in California on April 5, 2021.**

☐ I have read and understand and agree to the terms and conditions herewith and I am submitting a response to this solicitation.

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

\* Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_

\* Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_

\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The **FIRST Corporate Officer Signature** must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The **SECOND Corporate Officer Signature** must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, other authorized signatures or a single corporation signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**RETURN THIS SHEET WITH YOUR RESPONSE**

**Addendum #1**  
**To RFP #: 026-C027585-VC**  
**For The**  
**Victim Witness Assistance Program**

1. Update the Response Requirements under Section II, Part 3, Sub-Section 2. Personnel Requirements.

**Personnel Requirements**

Respondents must have a minimum of five (5) years of expertise and experience with emphasis on the public sector with depth and breadth of services available.

Provide the following information:

- Current and past contracts
- State entity name
- Type of services
- Date of services

Respondent shall only provide documentation for the individuals that will be working on this project and provide resumes of key personnel assigned to the County's account which includes the following:

- Education
- Experience/Qualifications
- Professional Credentials (where applicable)
- Area of Special Expertise in Victim Witness Assistance Program

Respondents should not include personal information on the resumes as the records provided are subject to public disclosure.