



**COUNTY EXECUTIVE OFFICE  
COUNTY PROCUREMENT OFFICE**

**REQUEST FOR PROPOSALS  
(RFP)**

**REGIONAL COMMUNITY-BASED OUTREACH  
SERVICES FOR THE 2020 CENSUS**

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**RFP No. 017-C023928-YG**

**REQUEST FOR PROPOSALS**



COUNTY OF ORANGE  
CEO/COUNTY PROCUREMENT OFFICE  
1300 S. GRAND AVE  
SANTA ANA, CA 92705

**PROPOSALS MUST BE  
RECEIVED ON OR BEFORE**

**October 2, 2019**

By  
**2:00 PM (PT)**

**RFP Number  
017-C023928-YG**

**File Folder No: C023928**

**INSTRUCTIONS:**

1. SUBMIT ONE (1) ORIGINAL AND SEVEN (7) HARD COPIES OF YOUR PROPOSAL AND ONE (1) COPY ON A USB/THUMB DRIVE.
2. RETURN THIS PAGE, SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP#, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. FOR FURTHER INFORMATION, CONTACT: Yarida Guzman, DPA at Yarida.guzman@ocgov.com

**DATE: September 11, 2019**

**COVER PAGE  
REQUEST FOR PROPOSALS (RFP)**

The County of Orange, County Executive Office/County Procurement Office, (hereinafter referred to collectively as “County”), is soliciting proposals from qualified firms (hereinafter referred to as “Respondent(s)”) to provide **Regional Community-Based Outreach Services for the 2020 Census**. The awarded contract(s) (hereinafter referred to as “Contract”) will be fixed fee contract(s) between the County and the selected Respondent(s) to provide community-based outreach services, in accordance with the terms and conditions set forth in the Model Contract, including Attachments, provided in Section III.

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

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

**ALL QUESTIONS/REQUESTS FOR INTERPRETATION ARE DUE: SEPTEMBER 18, 2019, 2:00 P.M. PACIFIC TIME**

All questions and inquiries related to this RFP must be posted on BidSync at [www.BidSync.com](http://www.BidSync.com); RFP: 017-C023928-YG. For BidSync assistance, please contact BidSync Vendor Support at 800-990-9339, Option 1. Respondents are not to contact County personnel directly with any questions or clarifications concerning this RFP.

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

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED HEREIN.		
Respondent/Company Legal Name (as it appears on W-9)	FED ID Number	
Postal Address		
Authorized Signature*	Title	Date
Authorized Signature*	Title	Date

\*If 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’s officer must sign this instrument twice; each time indicating his or her office title that qualifies under the above-described provision. In the alternative, 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 COVER PAGE WITH YOUR RESPONSE**

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**SECTION I**

**INTRODUCTION**

**AND**

**INSTRUCTIONS TO RESPONDENTS**

**SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS**

**A. INTRODUCTION**

The intent of this Request for Proposals (RFP) is to obtain Regional Community-Based Outreach Services for the 2020 Census required by the County of Orange (“County”). The County is soliciting proposals from community-based organizations who can professionally and effectively provide these outreach services. The County intends to award one-year, non-renewable, not to exceed contract(s) to one or more Respondent(s).

The County anticipates spending approximately \$550,000 on person-to-person and innovative outreach services for the 2020 Census (“Outreach Services”) provided by community-based organizations, with a focus on Outreach Services for hard to count (“HTC”) populations in Orange County. The State of California has divided the county into seven HTC zones (“HTC Zones”), as shown in Section III, Model Contract, Attachment D, HTC Zones Map Index. The State also identified the following groups as the individuals who are least likely to respond to the Census (i.e., HTC populations), which should be the focus of the Outreach Services in the pre-determined HTC Zones:

Latinos	African-Americans	Native Americans and Tribal Communities
Asian-Americans and Pacific Islanders (API)	Middle-Eastern North Africans (MENA)	Immigrants and Refugees
Farm-Workers	People with Disabilities	Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ)
Seniors/Older Adults	Homeless Individuals and Families	Areas with low broadband subscription rates and limited or no access
Veterans	Children Ages 0-5	Households with limited English proficiency

This Request for Proposal (RFP) is looking to split the available funds for Outreach Services amongst the seven HTC Zones. The County will award contracts on a per-HTC Zone basis for Activity Type 1 Outreach Services and, to the extent applicable and in the County’s best interest, for Activity Type 2 Outreach Services. Activity Type 1 and Activity Type 2 Outreach Services are described in Section III, Model Contract, Attachment A, Scope of Services.

Respondent may submit a proposal for one or more HTC Zones. The proposal for each HTC Zone must focus on outreach efforts to HTC individuals. In addition, the proposal must include Activity Type 1 Outreach Services, and may include Activity Type 2 Outreach Services, for each HTC Zone being proposed. The County may award a contract to one or more Respondent(s) for each HTC Zone and may award one or more HTC Zones to one Respondent. Further, County may award a contract to a Respondent for all or only some of the HTC Zones and/or all or only some of the Outreach Services in Respondent’s proposal.

**B. BACKGROUND**

Incorporated in 1889, Orange County is located in the heart of Southern California between Los Angeles and San Diego counties. It spans 798 square miles and includes 42 miles of coastline. There are 34 cities in the County and several unincorporated areas that offer wide ranging diversity. Of the 58 counties in California, Orange County ranks third in population with more than 3 million people. It also is the sixth-most populous county in the United States.

A five-member Board of Supervisors, each elected to a four-year term in district nonpartisan elections, serves as the legislative body of the County, which functions under a Charter adopted in 2002. Supervisors may serve no more than two consecutive four-year terms. Also elected are the County Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner and Treasurer-Tax Collector. The County Executive Officer is appointed by the Board as the

chief executive officer and directs the day-to-day government operations of the County. The Chief Financial Officer is responsible for presenting the Board with a Recommended Budget for consideration of adoption as the Final (Adopted) Budget, which serves as the foundation of the County’s financial planning and control.

The government of the County of Orange is a regional service provider committed to maximizing resources and improving the quality of life for its residents. The County’s primary goal is the effective and efficient delivery of services. The County’s core business areas are public safety, public health, environmental protection, regional planning, public assistance, social services, and aviation. The County agencies/departments include:

Assessor’s Office	Auditor-Controller	Board of Supervisors
Child Support Services	Clerk of the Board	Clerk-Recorder
County Counsel	County Executive Office	County Procurement Office
District Attorney	Health Care Agency	Human Resources Services
Information Technology	Internal Audit	John Wayne Airport
OC Community Services	OC Dana Point Harbor	OC Public Works
OC Waste & Recycling	Office of Campaign Finance & Ethics Commission	Office of Independent Review
Probation	Public Defender	Registrar of Voters
Risk Management	Sheriff-Coroner	Treasurer-Tax Collector

The U.S. decennial census (Census) is an enumeration of every resident every ten years that is mandated by the U.S. Constitution. Data collected during the Census is used to inform public policy in a number of ways, such as to apportion U.S. House of Representative seats; define legislative and school districts; and appropriate funding for neighborhood improvements, public health, education, and transportation. The Census also provides government and community leaders with a unique opportunity to work with cross-sector stakeholders on a common goal: count everyone once, only once and at the right place.

As a local government that values and understands the strength of cross-sector networks and community engagement, the County is committed to counting every Orange County resident in the 2020 Census. The County hopes to accomplish a complete count through culturally-sensitive outreach and advertising aimed at educating, motivating and activating residents to participate in the 2020 Census; also referred to as census messaging or outreach efforts.

The County is assisting the State of California (California) to help “Educate, Motivate, and Activate” Orange County residents to participate in the 2020 Census.

County 2020 Census Goals:

- Educate - Inform the public about the Census process, purpose, timeline and importance, as well as inform the public that the Census data is confidential.
- Motivate - Instill trust that the government will not use the Census data in a negative way. Utilize trusted messengers to encourage members of the public to participate in the Census.
- Activate - Engage the public in trusted environments to help the public participate in the Census. Conduct and participate in community gatherings and other forums to rally the public to participate in the Census.

**C. PROPOSED TIME SCHEDULE**

DATE	ACTION
September 11, 2019	Release of Request for Proposal (RFP)
September 18, 2019	Written Questions/Requests for Interpretation Due - 2:00 PM Pacific Time
October 2, 2019	RFP Closing Date and Time - 2:00 PM Pacific Time
TBD	Evaluation Process
TBD	Interview and/or Oral Presentations (Optional)
TBD	Recommendation of Award/Contract Negotiations

**D. INSTRUCTIONS TO RESPONDENT(S) AND PROCEDURES FOR SUBMITTAL**

1. Clearly identified Proposals are due on or before October 2, 2019 no later than 2:00 PM (PT) and must be delivered in a sealed package with the following information to:

**Re: RFP No. 017-C023928-YG**  
**Regional Community-Based Outreach Services for the 2020 Census**  
Attn: Yarida Guzman, DPA  
COUNTY OF ORANGE  
County Executive Office/County Procurement Office  
1300 S. Grand Avenue  
Building A, 2nd Floor  
Santa Ana, CA 92705

**County Executive Office/County Procurement Office regular business hours:**

Monday through Friday - 8:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M.

**Facsimile and e-mail proposals will NOT be allowed.** Proposals must be time-stamped on the outside of the sealed package by the County Executive Office/County Procurement Office. It is the sole responsibility of the Respondent to ensure that delivery is made to the County Executive Office/County Procurement Office at the above address by the Closing Date and Time specified. Late proposals or proposals delivered to any other location will not be accepted. Delivery receipts are available upon request.

2. 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 and no later than the deadline for Written Questions/Requests for Interpretation. If any person contemplating submitting a response to this Request for Proposal 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.

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, Respondent must include an appropriately signed copy with the Proposal.**

**All written questions/requests for interpretation must be received by the date and time specified on Cover Page (page 2).**

3. There will be no **Pre-Proposal Conference for this RFP.**
4. Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the Closing Date. No proposal may be withdrawn after the submission date.
5. Each Respondent must provide: **one (1) signed original, seven (7) hard copies, and one (1) electronic copy in MS Word on a Flash Drive** of their Proposal. The original signature copy is to be clearly marked as “**ORIGINAL**” on the outside cover and contain original ink signatures.
6. All Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages must be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Response Requirements. It is imperative that all Respondents responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, and straightforward **and must 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.
7. **Proposals are NOT to be marked as confidential or proprietary.** County may 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.
8. By submitting a Proposal, Respondent represents that it has thoroughly examined the County’s requirements and is familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve the County’s objectives.
9. 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; “X. Statement of Compliance.”**
10. 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.
11. After the Closing Date and Time for receipt of proposals, evaluation and, if requested by County, interview/oral presentations may commence. The evaluation process will be conducted on a per-HTC Zone basis. Respondent(s) who submit Proposals most responsive to the County’s requirements (highest-rated) for each HTC Zone may be



asked to give an interview/oral presentation of their Proposal for the applicable HTC Zone. The selected Respondent(s) should be prepared to make their interview/oral presentation within five (5) calendar days after notification and be prepared to discuss all aspects of their Proposals in detail, including technical questions regarding the Proposals. Respondent(s) are not allowed to alter or amend their Proposals through the use of the interview/oral presentation process. **If County elects to interview the highest-rated Respondent(s) for a HTC Zone, written proposals will account for 60% of the total score and interviews will account for 40% of the total score for the interviewed Respondents for that HTC Zone. The Respondents that the County elects not to interview based on the scores for written proposals will not have a total score for that HTC Zone. If the County elects not to conduct interviews, written proposals will account for 100% of the total score for the HTC Zone. The evaluation process is set forth in Section I; “Part F. Evaluation Process and Criteria.”**

12. County reserves the right to award contracts to one or more Respondent(s) for each HTC Zone, which are set forth in Section III, Model Contract, Attachment D, HTC Zones Map Index and/or to award contracts to Respondent(s) on all or some of the services set forth in their Proposals, as necessary to serve the best interest of the County. For illustrative purposes, this means County may award a contract for one HTC Zone to a Respondent that submitted a proposal for multiple HTC Zones or County may award contracts to multiple Respondents for one HTC Zone. Respondent(s) should provide their best fees for each HTC Zone in their Proposal.
13. Pre-contractual expenses are not to be included in the Respondent’s pricing. County shall not be liable for any expenses incurred by Respondent in the preparation or submission of a 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.
14. 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 individual firms that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.
15. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business with the County.
16. **DUNS @ No:** The County requires a valid D-U-N-S number prior to Contract Award. If needed, Respondent may obtain one at no cost at [www.dnb.com](http://www.dnb.com). *If Respondent is unable to provide/obtain a D-U-N-S number, Respondent must indicate so in the proposal response.*

**E. 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.

2. **Protest of Bid/proposal Specifications**

All protests related to bid or proposal specifications must be submitted to the DPA no later than five (5) business days prior to the 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 protestor must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

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 DPA, the County Purchasing Agent and/or the Procurement Appeals Board renders a decision on the protest.
- b) Upon receipt of a timely protest, the DPA 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 DPA, the protestor may submit a written appeal to the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

5. **Appeal Process**

- a) If the protestor wishes to appeal the decision of the DPA, the protestor must submit, within three (3) business days from receipt of the DPA's decision, a written appeal to the Office of the County Procurement Officer.
- 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.
- c) The decision of the County Procurement Officer will be final and there shall be no right to any administrative appeals of this decision.

**F. EVALUATION PROCESS AND CRITERIA**

Proposals will be competitively evaluated by an evaluation panel on the quality of the responses to the questions and requirements in this RFP using the following evaluation criteria (“Evaluation Criteria”) and the associated weight per criteria:

NO	EVALUATION CRITERIA	WEIGHTS
01	Respondent’s background, qualifications, references and related experience	20%
02	Respondent’s Key Personnel, experience and resumes (Staffing Plan)	20%
03	Respondent’s strategic plan, scope of services and evaluation of methodology to engage the HTC community	35%
04	Respondent’s proposed cost	15%
05	Organization, completeness of Proposal response, overall quality and degree of compliance with Model Contract	10%

All Proposals first will be evaluated to determine whether the Proposal meets the RFP minimum qualifications stated in Section II; Part 3 Minimum Qualifications.

Proposals deemed to meet all RFP minimum qualifications would then be evaluated (assigned points/score) one time for each HTC Zone in the Proposal. This means a Respondent’s Proposal may be evaluated up to seven times (once for each HTC Zone available) depending on the number of HTC Zones submitted in the Proposal.

**The evaluation panel will conduct the following evaluation process one time for each HTC Zone. The scores for each HTC Zone is independent of, and will have no impact on, the scores for the other HTC Zones.**

**Phase I:** The evaluation panel will evaluate Respondent(s) written materials solely on the quality of the responses to all questions and requirements of this RFP using the Evaluation Criteria. The total number of points earned for a HTC Zone proposed will be tallied and rank-ordered based upon the points earned for that HTC Zone. The scores from Phase I, based on the Evaluation Criteria, will account for 100% of the score for the Respondents.

At the end of Phase I, the evaluation panel may elect to award the contract based on Phase I results or, if in the best interest of the County, proceed with interviews in Phase II for the highest-rated Respondents in Phase I.

Phase I would be an evaluation of the written proposal based on the Evaluation Criteria for all Respondent(s).

Phase II would be an evaluation of an interview for only the highest-rated Respondents in Phase I, which would be invited to participate in Phase II. The evaluation panel has the right to determine whether to proceed with Phase II and to determine which Respondent(s) would participate in Phase II.

If the County elects to proceed with Phase II, the scores from Phase I will account for 60% of the total score for the highest-rated Respondents invited to participate in Phase II for the HTC Zone. The Respondents County elects not to interview in Phase II will not have a total score for that HTC Zone.

**Phase II:** If the County elects to proceed with Phase II, the agenda for Phase II will be provided to the highest-rated Respondents upon notification of the interview. The selected highest-rated Respondents must be prepared to travel to the County at their own expense to make their interview within five (5) calendar days after notification. Respondents must be prepared to

discuss all aspects of the Proposal in detail, including technical questions. Respondents will not be allowed to alter or amend the Proposal through the interview. If the County elects to proceed with Phase II, the scores from Phase II will be 40% of the total score for the selected highest-rated Respondents for the HTC Zone. The Respondents the County elects not to interview in Phase II will not have a total score for that HTC Zone.

The County reserves the right to conduct, or not to conduct, Phase II. The decision whether to proceed with Phase II rests solely with the County and the decision of the DPA is final. The County reserves the right to select the number of Respondents to participate in Phase II, if conducted, and to select additional Respondents to participate in Phase II after Phase II has begun if it is in the best interest of the County.

Any inquiry to determine the responsibility of a Respondent to this RFP may be conducted. Respondent agrees that the submission of a Proposal is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. Failure to comply with any such request may disqualify a Respondent from further consideration.

**G. SELECTION/AWARD PROCEDURES**

Upon completion of the evaluation process, the evaluation panel will make a recommendation to the County DPA for award of a contract to one or more Respondents for each HTC Zone. Final award determination shall be subject to past performance of the recommended Respondent(s), which may include reference checks, and shall require Board of Supervisors' approval. A failure to provide references upon request may result in a contract not being awarded to the selected Respondent(s).

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 and scope of work set forth in this solicitation and Respondent's proposal, 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; "X. 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(s) and begin negotiations with the next Respondent(s).

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 the proposal is conditional, incomplete or deviates significantly from the services requested in this RFP.

**H. ORANGE COUNTY W-9 REQUIREMENTS**

**1) 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 a federal 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) business 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.**

## **SECTION II**

# **PROPOSAL RESPONSE REQUIREMENTS**

## **SECTION II: PROPOSAL RESPONSE REQUIREMENTS**

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. County reserves the right to make ANY inquiry into the responsibility of Respondent. Proposals are not limited in size. However, expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired.

**Proposals must include five (5) tabbed sections and must be indexed in the order outlined below:**

- PART #1: Compliance Certifications
- PART #2: Company Profile
- PART #3: Minimum Qualifications
- PART #4: Respondent's Proposal
- PART #5: Staffing Plan

In addition, for PART #4, the tabbed section must be divided into seven (7) subsections and must be indexed in the order outlined below:

- HTC Zone 1 Response
- HTC Zone 2 Response
- HTC Zone 3 Response
- HTC Zone 4 Response
- HTC Zone 5 Response
- HTC Zone 6 Response
- HTC Zone 7 Response

**PART 1:**

**COMPLIANCE CERTIFICATIONS**

**(Complete this section and submit as *Part 1* in the first tabbed section 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 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. 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, 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.

In addition, all Proposals shall include in this first tabbed section, the Cover Page of this RFP and any subsequent addenda issued to this RFP, signed by person(s) with authority to bind the Respondent.

**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 three hundred sixty-five (365) 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 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 its Proposal.

\_\_\_\_\_  
(Signature required)



IV. **Minimum Qualifications Statement**

Respondent hereby certifies that it meets all minimum qualifications and requirements set forth in Section II of this RFP by signing below.

---

(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, Article O. Insurance Provision, by signing below.

---

(Signature required)

VI. **W-9 Requirements**

Respondent certifies its willingness and ability to provide the required W-9 Requirements as indicated in Section I by signing below.

---

(Signature required)

VII. **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 member, officer or employee, which could affect or influence award of the contract for the services Respondent proposes 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 govern: 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.

VIII. **Litigation**

Respondent must certify either a or b by signing below:

a. Respondent certifies current/past litigation as follows:

- i. 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.
- ii. 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 and all proposed subcontractors do not have any past or current litigation as outlined in a. above.

---

(Signature required)

IX. **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 any associated business name changes) in the past seven (7) years.

---

(Signature required)

OR

b. Respondent certifies that Respondent and all proposed subcontractors have not had any company name changes or ownership changes in the past seven (7) years as outlined in a. above.

---

(Signature required)

X. **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.

XI. **Financial Status**

Respondent shall indicate whether Respondent, its principals, directors, or majority shareholder(s), or any company Respondent has held a controlling interest in, or which has held a controlling interest in Respondent, has ever filed or has been involuntarily put into bankruptcy or has been declared bankrupt. If yes, attach statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy. **Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Respondent. Please check all that apply.**

No action pending

No prior action

Information Attached

XII. **References**

Respondent certifies its willingness and ability to provide, upon County's request, a minimum of three (3) references from legal entities for which Respondent has performed or is performing similar services to those required under this RFP by signing below.

\_\_\_\_\_  
(Signature required)

## PART 2:

### COMPANY PROFILE

(Complete this form and submit as *Part 2* in the second tabbed section 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, Respondent may obtain one at no cost at [www.dnb.com](http://www.dnb.com). If Respondent is unable to provide/obtain a D-U-N-S® number, Respondent must indicate so in the 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:**

**MINIMUM QUALIFICATIONS**

**(Complete this section and submit as *Part 3* in the third tabbed section of Proposal)**

Respondent must meet all of the following minimum qualifications. Failure to answer or provide any of the items requested below may result in disqualification of your response.

**A. MINIMUM QUALIFICATIONS**

- 1  Respondent has at least two (2) years of community-based outreach experience providing civic engagement outreach.
  
- 2  Respondent proposed a Strategic Plan to provide Activity Type 1 outreach (described in Section III, Model Contract, Attachment A, Scope of Services) for at least one HTC Zone.

**PART 4:**  
**RESPONDENT'S PROPOSAL**

**(Complete this section and submit as *Part 4* in the fourth tabbed section of Proposal)**

**I. INSTRUCTIONS**

Respondents must submit as part of their Proposal responses to the following criteria, completed and clearly identified as such. In addition to providing a printed version of your entire Proposal, you must enclose a copy on a USB/flash drive. The electronic version must be in Microsoft Word format.

**II. DEFINITIONS**

**Contractor:** Successful Respondent(s)

**County Lead:** County agency assigned project lead

**DPA:** Deputy Purchasing Agent

**County:** County of Orange

**CBO:** Community-Based Organization, which definition may include non-profits, school districts, and neighborhood associations

**HTC:** Hard-to-Count

**CCC Office:** California Complete Count Office

**QAC:** Questionnaire Assistance Centers

**NRFU:** Non-Response Follow-Up

**OCCCC:** OC Complete Count Committee

**FRCs:** Family Resource Centers

**Local CCCs:** Local Complete Count Committees in zone, including city, ethnic, and sector committees

**III. PROPOSAL COMPONENTS**

Respondent must divide this section into seven (7) subsections, labelled as follows: HTC Zone 1 Response, HTC Zone 2 Response, HTC Zone 3 Response, HTC Zone 4 Response, HTC Zone 5 Response, HTC Zone 6 Response, and HTC Zone 7 Response. Respondent(s) must provide a response to the following criteria for each HTC Zone. If Respondent is not submitting a proposal for one or more HTC Zones, Respondent must state "Not Applicable" under the subsection for those HTC Zones.

**1. Firm's background, qualifications and related experience**

- a) Respondent(s) shall give a brief synopsis and describe the CBO history, types of services offered and background, tax status, and number of professionals employed by classification or volunteer based.
- b) Respondent(s) shall describe Respondent's role serving the community and regular operations, including history and day-to-day activities.
- c) Respondent(s) shall describe Respondent's experience working with HTC communities and populations.
- d) Respondent(s) shall describe how Respondent successfully performed previous outreach services in the public sector arena similar to the outreach services proposed in response to this RFP. The description should include examples involving services for at least two (2) public agencies that provides a project description, the outcomes achieved, the key personnel used, the length of time the outreach services were performed, and the cost to the public agencies for Respondent to provide those outreach services.

- e) Respondent(s) shall provide documentation validating the minimum qualifications set forth in Section II, Part 3.
- f) Respondent(s) shall confirm Respondent(s) did not propose a Strategic Plan to provide 2020 Census-related services for which Respondent is under contract to perform or applied to perform for another organization. Respondent also shall provide a copy of the Scope of Work for any and all services related to 2020 Census for which Respondent(s) have already contracted to perform or applied to perform for another organization. If there is more than one contract, Respondent(s) shall add a cover page for each contract describing the contract, including the dollar amount and awarding organization.
- g) Respondent(s) shall describe any partnerships Respondent has with the following organizations: 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts and 5) other County Departments. Please describe the relationship with each organization, including the length of time Respondent has worked with each organization.

2. **Firm’s Key Personnel and resumes**

- a) Respondent(s) shall complete the “Staffing Plan” in Section II, Part V of this RFP and include the completed “Staffing Plan” in the response to Section II, Part IV of this RFP.
- b) Respondent(s) shall list the Project Manager and key personnel that are available for the contract duration and will perform the outreach services described in Respondent’s Proposal.
- c) Respondent(s) shall provide resumes (2-page maximum per staff) for the proposed Project Manager and key personnel. Please do not include personal phone numbers and addresses as all information submitted is subject to the California Public Records Act. Also, please do not include resumes for staff and/or volunteers whom Respondent does not intend to use to perform the outreach services in Respondent’s proposal.
- d) Respondents(s) shall identify the number of staff and volunteers, as well as their classification title, available to be used to perform the outreach services in Respondent’s proposal and the number of staff and volunteers Respondent intends to use to perform the services in Respondent’s proposal. If the number of staff and volunteers Respondent intends to use is more than the number currently available, Respondent shall explain how additional staff and volunteers will be recruited to provide the outreach services in Respondent’s proposal.

3. **Firm’s Strategic Plan, scope of services and methodology to engage the HTC community. Activity Type 1 (Required): Door-to-door/boots-on-the-ground outreach; Activity Type 2 (Optional): Innovative outreach**

- a) Respondent(s) shall provide a Strategic Plan that includes Respondent’s proposed regional, grassroots approach to promote and increase awareness and knowledge about the 2020 Census to HTC communities and populations. The proposed approach should include how Respondent intends to deliver focused messages via methods and messengers trusted by the HTC community being targeted. **Services must include Activity Type 1 outreach services and may include Activity Type 2 outreach services, both of which are described under Section III, Model Contract, Attachment A, Scope of Services.**
- b) Respondent’s strategic plan should identify how they will target HTC populations within the zone the respondent seeks to serve.
- c) Respondent(s) shall describe how their CBO will ensure that all outreach services will be culturally relevant and linguistically appropriate for the HTC Zone.

- d) Respondent(s) shall describe their CBO connection to the HTC Zone (e.g. language, community involvement, history of services provided, nexus to neighborhood – neighborhood or school associations).
- e) Respondent(s) shall include examples of other projects similar to the outreach services approach described.
- f) Respondent(s) shall identify how Respondent intends to provide outreach to the HTC communities, including a description of the strategies, tactics and resources for Activity Type 1 outreach services, and Activity Type 2 outreach services if applicable, especially for non-English speakers across Orange County. Respondent(s) shall include an estimated project schedule that details all forms of outreach being proposed (e.g., location and events of proposed outreach).
- g) Respondent(s) shall describe how Respondent intends to collaborate with third party organizations to provide the outreach services, including a description of what specific activities Respondent intends to perform in collaboration with the third party organizations. Respondent shall include a discussion of how and whether it intends to collaborate with the 1) US Census Bureau; 2) CA Complete Count–Census Office; 3) City representation; 4) School districts; 5) other County Departments; 6) OCCCC; 7) FRCs; and 8) Local CCCs. Further, Respondent shall describe how Respondent intends to make up for the lack of proposed collaboration with the organizations if Respondent is unable to obtain the intended collaboration with the organizations as proposed. County reserves the right to verify each identified organization’s commitment.
- h) Respondent shall list the type of support it will need from the County in order to provide the outreach services proposed.

4. **Firm’s proposed cost**

- a) Respondent(s) shall list a flat fee for Activity Type 1 and Activity Type 2, which are described in Section III, Model Contract, Attachment A, Scope of Services, for each HTC Zone being proposed. The fixed fee shall be all inclusive of administrative fees, traveling fees, printed materials, transportation fees and any costs required to provide such services. No additional fees or costs shall be paid beyond the flat fee proposed.
- b) Respondent(s)’ pricing must include pricing for Activity Type 1 in at least 1 HTC Zone. Respondent(s)’ pricing may include pricing for Activity Type 2, but only in the HTC Zones for which Respondent has provided pricing for Activity Type 1.
- c) If Respondent does not wish to bid on a particular HTC Zone or on Activity Type 2 for a HTC Zone with a bid for Activity Type 1, please write “No Bid”; please leave no blank spaces.
- d) County may add more funds to any resulting Contract or award a contract to previously non-selected Respondent(s), with approval of the Respondent(s), if additional funds become available within 365 days of the RFP Closing Date.
- e) County may cancel or reduce funds awarded to a Respondent if Respondent does not meet one or more mutually agreed project schedule deadlines.



Item	Zone Number	Activities	Population to reach	Flat Fee for Activity Type
001	Zone 1	Activity Type 1		\$
		Activity Type 2		\$
002	Zone 2	Activity Type 1		\$
		Activity Type 2		\$
003	Zone 3	Activity Type 1		\$
		Activity Type 2		\$
004	Zone 4	Activity Type 1		\$
		Activity Type 2		\$
005	Zone 5	Activity Type 1		\$
		Activity Type 2		\$
006	Zone 6	Activity Type 1		\$
		Activity Type 2		\$
007	Zone 7	Activity Type 1		\$
		Activity Type 2		\$

**NOTE:** Awarded Contract funds from this RFP shall not be used to supplement existing organization's or Census efforts that have been funded by other organizations. Funds must be used on the provision of different services. Respondent certifies by submitting the Proposal that the proposed services are not services already contracted to/or applied to perform with another legal entity. See Part 4, Section III, 1 (f).

**PART 5:**  
**STAFFING PLAN**

**(Complete this section and submit in *Part 4* in the fourth tabbed section of Proposal)**

**1. Primary Staff /Key Personnel to perform contract duties**

Name	Classification Title	Years of Experience	Number of Years with Respondent
<i>Example: John Smith</i>	<i>Project Manager</i>	<i>10</i>	<i>10</i>

**2. Alternate staff/ Key Personnel (for use only if primary staff is not available)**

Name	Classification Title	Years of Experience	Number of Years with Respondent
<i>Example: John Smith</i>	<i>Project Manager</i>	<i>10</i>	<i>10</i>

Respondent certifies that the primary staff/key personnel represented in the Proposal are the primary staff/key personnel Respondent intends to use and will use to perform the outreach services proposed for the duration of the awarded contract, unless otherwise requested or approved by the County. Substitution or addition of primary staff/key personnel in any given category or classification will only be allowed with the express prior written consent of the County Census Lead/Project Manager.

Respondent will have the right to involve other staff/personnel, as their services are required, but only with County’s express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required.

The County will have the right to remove any of the staff/personnel from providing services to the County under the awarded contract. County will not be required to provide any reason, rationale or factual information for the request to remove any staff/personnel.

**SECTION III**

**MODEL CONTRACT**

**FOR**

**REGIONAL COMMUNITY-BASED OUTREACH  
SERVICES FOR THE 2020 CENSUS**

**SECTION III: CONTRACT**

**Model Contract**

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**SECTION III: MODEL CONTRACT**

**CONTRACT TBD  
FOR  
REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS**

This Contract #**TBD** for Regional Community-Based Outreach Services for the 2020 Census, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and **TBD**, (hereinafter referred to as “Contractor”) with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) to provide Regional Community-Based Outreach Services for the 2020 Census to the County; and

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

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or his designee to enter into a Contract for Regional Community-Based Outreach Services for the 2020 Census with Contractor; and

WHEREAS, Contractor agrees to provide Regional Community-Based Outreach Services for the 2020 Census to County as further set forth in the Scope of Services, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in the Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and,

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 after satisfactory acceptance and completion of each milestone as per Attachment B.
- 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
Employer's Liability Insurance	\$1,000,000 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 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.

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.

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

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

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

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

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

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

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County 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:** Intentionally Omitted.
- 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 regional community-based outreach services for the 2020 Census under a fixed fee Contract.
- 2. Term of Contract:** This Contract shall commence upon execution of signatures or, upon the approval of the County Board of Supervisors and continue from that date until September 30, 2020, unless otherwise terminated by County. This Contract is non-renewable.
- 3. Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
- 4. Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- 5. Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - Terminate the Contract immediately, pursuant to Section K herein;
  - 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;
  - 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.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
  7. **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.
  8. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
  9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
  10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
  11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
  12. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the

Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

13. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
14. **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.
15. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
16. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.
17. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

18. **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 seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
19. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws
20. **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.

21. **Debarment:** Contractor warrants 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.
22. **Default:** In case of default by Contractor, the County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
23. **Disputes – Contract:**
- a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s project manager and the County’s project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
  - b) The Contractor shall submit to the agency/department assigned 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.
  - c) 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.
  - d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.
  - e) 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.
24. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b) Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;



- ii. The organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation and employee assistance programs; and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c) Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
- i. Will receive a copy of the company's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- d) Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:
- e) The Contractor has made false certification, or
- f) The Contractor violates the certification by failing to carry out the requirements as noted above.

**25. Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

**26. 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 Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the

- reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by 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 without payment of additional compensation.
27. **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.
28. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
29. **Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.
30. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
31. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.
32. **No Third-Party Beneficiaries:** This Contract is an agreement 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.
33. **Notice of Claims:** Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

- 34. Notices:** Any and all notices, requests 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: TBD

County: TBD

cc: TBD

- 35. 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.

- 36. Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.

- 37. Price Increase/Decrease:** No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed.

- 38. Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 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 key personnel. Said approval shall not be unreasonably withheld.

- 39. Project Schedule:** The services performed under this Contract shall be done in accordance with the approved project schedule, which may be revised at anytime in County's sole discretion, with Contractor's concurrence. Contractor is responsible for adhering to the approved project schedule.

40. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols 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 services.
41. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at 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, a 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 releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
42. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
43. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, Contractor must allow Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or County. The State or County shall provide reasonable notice of such audit.
44. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**[CONTRACTOR NAME - TBD]\***

\*Pursuant to California Corporations Code Section 313, a contractor that is a corporation, must have two (2) signatures: 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. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Print Name Deputy Purchasing Agent  
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 SERVICES

### I. BACKGROUND

The Orange County Board of Supervisors recognizes the need for Regional Community-Based Outreach Services for the 2020 Census in the County Orange and is interested in having Community Based Organizations (CBOs) provide the Outreach Services for the 2020 Census.

Contractor is required to provide targeted person-to-person outreach to Hard-to-Count (HTC) communities and populations within the HTC Zones required in this Attachment A. The description of all HTC Zones in the county is set forth in Attachment D. HTC communities and populations are those identified by the California Complete Count Office (CCC Office), which include:

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans & Pacific Islanders (API)
- Middle-Eastern North Africans (MENA)
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
- Seniors/Older Adults
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

### II. DEFINITIONS:

**Contractor:** Successful Respondent(s)

**County Lead:** County agency assigned project lead or County Project Manager.

**DPA:** Deputy Purchasing Agent

**County:** County of Orange

**CBO:** Community-Based Organization, Non-profit, School Districts.

**HTC:** Hart-to-county

**CCC Office:** California Complete County Office

**QAC:** Questionnaire Assistance Centers

**NRFU:** Non-Response Follow-Up

**OCCCC:** OC Complete Count Committee

**FRCs:** Family Resource Centers

**Local CCCs:** Complete Count Committees in zone, including city, ethnic, and sector committees

### III. SERVICES:

1. Contractor is encouraged to submit proposals for the Regional community-based outreach services for the 2020 Census, and must propose conducting Activity Type 1 outreach services in at least one HTC Zone and may propose conducting Activity Type 2 outreach services but

only in the HTC Zones for which Contractor proposed conducting Activity Type 1 outreach services.

a) **Activity Type 1:** Door-to-Door/Boots-on-the-Ground Outreach

Activities in this category consist of person-to-person outreach in pre-determined Census tracts or block-groups considered HTC (Attachment D, HTC Zones). Contractor must engage the public through canvassing and other geographic-based activities. Activities must include facilitating conversations about the Census and using County-approved talking points to communicate the importance of the Census. Contractor is required to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources.

b) **Activity Type 2:** Innovative Outreach

County is aware that door-to-door strategies will not work with all HTC communities and populations and that there is a need for innovative outreach. Contractors may propose innovative and cost-effective ideas to engage with HTC communities and populations. Ideas should address the need to educate HTC communities and populations on the Census (see Section V Deliverables below) and/or the need to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources. Some alternate ideas may include, but are not limited to:

- Booths/tabling at community events, fairs, and highly visited areas, such as in front of businesses and supermarkets in HTC Zones (as identified in Attachment D)
  - Hosting community events to discuss the 2020 Census, its purpose and key elements
  - Establishing Questionnaire Assistance Centers (QAC) in high traffic areas where HTC residents frequently visit.
  - Contractor-hosted Census community events, town halls, forums, etc.
  - Outreach at faith-based locations
  - Connecting with groups using popular and culturally appropriate platforms
- c) Contractors may propose, as part of their Strategic Plan, volunteer, at no cost to County, in-kind resources such as access to community events, email blasts, social media presence, phone/text message banking, newsletters and other communications assets.

Contractors who propose matching or in-kind services/funds will be rated higher due to the County and State's commitment to maximizing outreach efforts and resources. In-kind activities may include:

- Providing Census messaging deliverables during regular visits to HTC residents during the Contractor's existing operations
- Promoting the Census in newsletters or other communication mediums owned by the contractor
- Offering no-cost advertising space for Census branding and educational communications

#### **IV. CONTRACT REQUIREMENTS**

1. Contractor must participate in a minimum of one subcommittee in the Orange County Complete County Committee, as determined by the County Census Project Manager.
2. Contractor must work with County Census Project Manager, other Census outreach contractors and stakeholders partners as identified and directed by County.
3. Contractor must complete the County reporting requests to comply with Contract terms, including reporting the outcomes of each outreach activity.

4. Contractor must meet with County Census Project Manager on a monthly basis to provide progress updates. Refer to Article 35 “Notices”.
5. Contractor must use only County approved outreach materials and messaging, as provided by County. Any other printed materials produced by Contractor must be approved by County prior to sending out.
6. Contractor must dedicate a full-time staff member along with a team of support staff to handle County of Orange issues. Said individual shall be subject to the approval of the County Executive Officer and/or Project Manager/Coordinator.
7. County reserves the right to request changes to the proposed Strategic Plan to meet County needs or new State requirements/mandates.

**V. DELIVERABLES**

**1. EDUCATE:**

- a) Contractor shall “educate” and inform the public about the Census process, purpose and timeline and inform the public that the Census data is confidential.
- b) Contractor shall inform the public of the importance of the Census and advise that based on the results of this Census, the State and County will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services that will be distributed locally.
- c) Contractor may be required by County to attend monthly meetings with County to report and provide progress updates.
- d) Respondent shall identify how Respondent intends to provide outreach to the HTC communities, including a description and timeline of all forms of outreach being proposed (e.g., location and events of proposed outreach).

**2. MOTIVATE:**

- a) Contractor shall “motivate” the public to participate in the census for the 2020 Census.
- b) Contractor shall work with the public to minimize/eliminate fear of completing the census questionnaire. Instill trust that the government will not use this data in a negative way.
- c) Contractor shall utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

**3. ACTIVATE:**

- a) Contractor shall engage trusted messengers in trusted environments to help the public, specifically the HTC communities, participate in the census.
- b) Contractor shall conduct and participate in community gatherings and other forums to rally the public to participate in the Census.
- c) Contractor shall collaborate with other stakeholders and across sectors to encourage the public to participate in the census process by filling out the census questionnaire.
- d) Contractor shall provide to the County, data collected during outreach efforts, including phone numbers and activity information related to the collection of each data set.

**4. MEETINGS AND FINAL REPORT:**

- a) Contractor shall meet with County for a kick-off meeting within thirty (30) days of Contract start, during which County will approve the initial project schedule for services provided under this Contract.



- b) Contractor must meet monthly with County Lead and other County designees to provide a review of the previous month's outreach services and to obtain County approval on any updates to the previously approved project schedule and outreach services.
- c) Contractor must provide a Final Strategic Plan to include at a minimum, the organization's name, how many staff involved, date and time of activity, activity type, brief description of type of activity, identified/list the census tract, include an address, number of impressions, type of household, etc. .
- d) Contractor must provide a final report by May 15, 2020. At a minimum, the final report must include:
  - i. Local responses outcome.
  - ii. Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign.
  - iii. Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California.
  - iv. Evaluations, criteria used and further recommendations for 2030.

## ATTACHMENT B COMPENSATION AND PRICING

**I. COMPENSATION:** This is a fixed fee Contract between County and Contractor to provide Regional Community-Based Outreach Services for the 2020 Census, as needed and as set forth in Attachment A, “Scope of Services.”

Contractor shall receive the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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 Contractor of all its duties and obligations hereunder. There will be no up-front fees and Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A, Scope of Services. **County has no obligation to pay any sum in excess of the Fee specified herein unless authorized by amendment in accordance with Articles “C” and “P” of the County Contract Terms and Conditions.**

**II. PRICING:**

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and Activity Type 2 outreach services in each HTC Zone specified.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
001	Zone 1	Activity Type 1		\$
		Activity Type 2		\$
002	Zone 2	Activity Type 1		\$
		Activity Type 2		\$
003	Zone 3	Activity Type 1		\$
		Activity Type 2		\$
004	Zone 4	Activity Type 1		\$
		Activity Type 2		\$
005	Zone 5	Activity Type 1		\$
		Activity Type 2		\$
006	Zone 6	Activity Type 1		\$
		Activity Type 2		\$
007	Zone 7	Activity Type 1		\$
		Activity Type 2		\$

**III. CONTRACTOR’S EXPENSE:**

- a. Fees listed in this Attachment B are inclusive of all administrative fees, operational fees, traveling fees, transportation fees, printed materials fees, parking fees and/or any other costs/fees required to provide such services. No additional fees or costs shall be paid beyond the flat fee stated.
- b. Fees received under this Contract shall not be used to supplement outreach services for the 2020 Census being provided by Contractor to another organization.
- c. If Contractor hosts or stages conferences or seminars to which County officials or employees are invited, Contractor is not entitled to any additional compensation or reimbursement of costs beyond the compensation allowed in this Attachment B. To the extent Contractor provides County officials or employees with free admission to a conference or seminar, or travel to and from such event, the parties will comply with the provisions of Title 2, Sections 18950.1 et seq. of the California Code of Regulations, and any other applicable law or regulation or County ordinance concerning the provision of services or gifts to public officers or employees.

**IV. PAYMENT TERMS** –Invoices are to be submitted in arrears to the person specified in this Attachment B, unless otherwise directed in this Contract. Payment milestones shall be set as follows:

Item No	Project Completion*	Amount Due
1 <sup>st</sup> Payment	After Kick-Off Meeting and County’s approval of initial project schedule	20 % of total contract amount
2 <sup>nd</sup> Payment	After Contractor’s Submission of Report detailing 60% completion of outreach services under this Contract and County’s Confirmation of Report details	40% of total contract amount
3 <sup>rd</sup> Payment	After Contractor’s Submission of Final Report detailing 100% completion of outreach services under this Contract and County’s Confirmation of Report details	40% of total contract amount

\*Contractor shall submit an invoice to County lead only after satisfactory completion and County acceptance of each milestone.

Contractor shall reference the Contract number on the invoice. Payment will be net thirty (30) business 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 Contractor.

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

Payments made by County do not preclude the right of 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 goods or services.

**V. PAYMENT - 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 e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Deputy Purchasing Agent.

**VI. INVOICING INSTRUCTIONS:**

Contractor will provide an invoice on Contractor’s letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

- a. Contractor’s name and address
- b. Contractor’s remittance address, if different from 1, above
- c. Contractor’s Tax Identification Number (TIN) or Employer’s Identification Number (EIN)
- d. Name of County agency/department
- e. Delivery/service address
- f. Master Agreement (MA); Contract (CT); or Purchase Order (PO) number
- g. Date of order
- h. Product/service description, quantity, and prices
- i. Sales tax, if applicable
- j. Freight/delivery charges, if applicable
- k. Total

**Invoice(s) are to be sent to:**

Attn: TBD  
CEO Special Projects Manager  
333 W Santa Ana Blvd., 3<sup>rd</sup> Floor  
Santa Ana, CA 92701

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to 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.

## ATTACHMENT C STAFFING PLAN

### I. Primary Staff /Key Personnel to perform Contract duties

Name	Classification Title	Years of Experience	Number of Years with Contractor

### II. Alternate staff/ Key Personnel (for use only if primary staff is not available)

Name	Classification Title	Years of Experience	Number of Years with Contractor

Contractor certifies that the primary staff/key personnel in this Attachment C will be used to perform the outreach services for the duration of the Contract, unless otherwise requested or approved by the County. Substitution or addition of primary staff/key personnel in any given category or classification is not allowed unless Contractor receives express prior written consent of the County Census Lead/Project Manager. ***Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes.***

Contractor has the right to involve staff/personnel, as their services are required, but only with County’s express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required. ***Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes.***

County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove Contractor’s staff/personnel and Contractor is required to comply within the time requested.

**ATTACHMENT D**  
**COUNTY OF ORANGE - HTC ZONES MAP INDEX**

**(See Separate Attachment)**

**EXHIBIT 1**

**COUNTY OF ORANGE – HTC ZONES MAP AREAS BREAKDOWN**

**(Please click on link)**

<https://www.dropbox.com/s/0jzg914f5g1jfv9/Exhibit%201%20%E2%80%93%20Detailed%20HTC%20Zones%20Map%20Breakdown%20by%20Census%20Tract.pdf?dl=0>