



Contra Costa County

REQUEST FOR PROPOSAL (RFP)

***Conduct a Feasibility Study for an
African American Holistic Wellness and Resource Hub
for Contra Costa County***

RFP #:

RELEASE DATE: April 24, 2024

Proposal Due Date:

NO LATER THAN 3:00 P.M. PDT

Contact: Dr. Kendra Carr

**CONTRA COSTA COUNTY
OFFICE OF RACIAL EQUITY AND SOCIAL JUSTICE
1025 ESCOBAR STREET
MARTINEZ, CALIFORNIA 94553**

General Information:

The Contra Costa County (“County”) Office of Racial Equity and Social Justice (“ORESJ”) is seeking proposals from experienced firms to provide the Board of Supervisors with a Feasibility Study for an African American Holistic Wellness and Resource Hub for Contra Costa County for the period of July 1, 2024 to January 31, 2025. An RFP is a process by which the County solicits proposals from Responders who may be subsequently selected to enter into contract for services with the County.

Please read this entire packet carefully before creating or submitting any response.

Proposal Timeline:

RFP release date:	April 24, 2024
Last date to submit written questions:	May 8, 2024, no later than 3:00 P.M. PDT
RFP due date:	May 24, 2024 no later than 3:00 P.M. PDT
Vendor interview & presentation date:	TBD, if needed

Proposal Submission:

- Response to this RFP MUST be submitted electronically through the Bid Sync web site – NO EXCEPTIONS.
- Late submittals WILL NOT be accepted – NO EXCEPTIONS.
- Fax submittals WILL NOT be accepted – NO EXCEPTIONS.

Proposals will not be accepted after the date and time stated above. Incomplete proposals or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the County to award a contract, nor is the County liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The County retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

Questions:

All questions regarding the proposal will be accepted through the BidSync site only. The deadline for submitting questions for this RFP is on or before Wednesday, May 8, 2024 no later than 3:00 PM PDT. All questions will be answered and disseminated to those registered on the BidSync

website by Friday, May 10, 2024. Contact customer service if you need technical assistance with any part of the bid process; support@bidsync.com or call (800) 990-9339.

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Section I – Summary of Funding Opportunity

A. Purpose

The Contra Costa County Office of Racial Equity and Social Justice (ORESJ) is issuing a Request for Proposals (RFP) # XXX-XXX to solicit the services of an experienced firm to conduct a Feasibility Study for an African American Holistic Wellness and Resource Hub, to be presented to the Board of Supervisors in January 2025. Based on the response to this solicitation, the ORESJ plans to contract with a successful bidder for the period of July 1, 2024 to January 31, 2025 for services described in this RFP.

The successful bidder will be expected to accomplish the following outcomes:

- Produce a feasibility study that outlines the “what” and the “how” of launching and sustaining an African American Holistic Wellness and Resource Hub in Contra Costa County. The study will outline the most pressing needs faced by the African American community in the County, what services should be housed within the African American Holistic Wellness and Resource Hub, the location(s) of those services to best serve the needs of the most vulnerable members of the African American community, and the initial county investment and total cost to establish the services.
- Facilitate deep engagement with the African American/Black community to ensure that the feasibility study is a reflection of community members’ experiences and responds to their most pressing needs for holistic wellness services and resources
- Share regular progress report updates with the Co-Directors of the Office of Racial Equity and Social Justice and the Steering Committee for the African American Holistic Wellness and Resource Hub Feasibility Study
- Report the feasibility study findings to the Board of Supervisors, outlining clear next steps toward establishing an African American Holistic Wellness and Resource Hub in Contra Costa County

The maximum award available under this solicitation is \$180,000. Contracts will be structured on a cost-reimbursement basis.

Bidders with experience in providing services in the described areas, and of the type described in this document, are invited to submit responses. If you are interested in, and capable of, providing the requested services by contract with the County, please carefully review this entire RFP and submit your response as directed in the “Instructions to Responders” section of this solicitation. This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a response, nor will the County pay for any costs associated with the preparation of any response.

B. Background

Currently, in Contra Costa County, African Americans represent approximately [8.7%](#) of the population. Racism, inequity, injustice, disparities and harm exist throughout the United States and, unfortunately, here in Contra Costa County as well. In Contra Costa County, African American residents experience disproportionate rates of preventable chronic illnesses such as heart disease, obesity, cancer as well as most recently, COVID-19. Racial and ethnic disparities in health outcomes, the criminal justice system, educational achievement, and social service metrics are present in Contra Costa County. These disparities have been well-documented in reports issued by the [Contra Costa Racial Justice Task Force/Oversight Body](#), [First Five Contra Costa](#), [Kaiser Permanente](#), [Contra Costa Health Services](#), [Contra Costa Continuum of Care](#), [Contra Costa Employment and Human Services Department](#), and others. For the last several years, members of the community have been advocating and leading the effort in the County for the creation of an African American Holistic Wellness and Resource Hub. Recent advocacy

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efforts were launched in part by evidentiary findings of the racist and sexist actions of officers within the Antioch and Pittsburg Police Departments. The findings have led to the direct involvement of the County District Attorney, the County Public Defender, the State Attorney General, the FBI, and the Department of Justice.

The high-level mission and vision for the African American Holistic Wellness and Resource Hub, as expressed through public comment made to the Board of Supervisors, is to host and provide culturally-relevant and responsive services to eliminate health and wellness disparities. As a result of services provided through the African American Holistic Wellness and Resource Hub, African American community members in Contra Costa County will experience greater safety, connection and belonging, and have greater access to health, mental health and other support services that meet their immediate needs.

Feasibility Study: Measure X Funding

Brief History of Measure X

On November 3, 2020, Contra Costa County voters approved a countywide 20-year, ½ cent sales tax increase known as Measure X. The ballot measure stated that the intent of Measure X is “to keep Contra Costa’s regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services.” Collection of the tax began on April 1, 2021.

On February 2, 2021, the Board of Supervisors established a Measure X Community Advisory Board (MXCAB), and from May through August 2021, the MXCAB conducted a community needs assessment process to review and account for current community needs, strengths, and resources, and to identify potential strategies to address those needs, as the basis for making funding recommendations to the Board of Supervisors. The Advisory Board determined five overarching key areas of need for Contra Costa County communities: (1) Support for mental well-being (prevention, crisis response); (2) Increase equity and removal of structural barriers; (3) Ensure equitable access to health care, housing, childcare, income opportunities, and food; (4) Strengthen supports for residents of all generations; and (5) Creating communities where all residents feel safe and welcome.

On October 12, 2021, the Board of Supervisors received the MXCAB’s report recommending funding priorities for Measure X funding allocations. For additional information on all recommended strategies, see the [Measure X Community Advisory Board report to the Contra Costa County Board of Supervisors](#) and [presentation](#) for the October 12, 2021 Board of Supervisors meeting.

Measure X Allocations and Role of the Steering Committee

In [April 2023](#), the Board of Supervisors directed that a one-time allocation of \$80,000 of Measure X funds be allocated for the purpose of studying the development of an African American Holistic Wellness Hub in Contra Costa County.

In October 2023, the Board of Supervisors appointed a 13-member Steering Committee to oversee the African American Holistic Wellness and Resource Hub (AAHWRH) Feasibility Study. The community members appointed to the Steering Committee represent each of the five districts within Contra Costa County and bring lived and professional experiences in behavioral health, maternal and infant health, parenting/family resources, education, youth services, economic development, sustainability, and environmental justice. The African American Holistic Wellness and Resource Hub Feasibility Study Steering Committee co-created this RFP, and a five-member selection sub-committee will review all proposals submitted in response. Subsequently, the African American Holistic Wellness and Resource Hub Feasibility Study Steering Committee will make a recommendation to the Equity Committee of the Board of Supervisors for the firm that they believe will best carry out the scope of services, described in Section IV. Lastly, the African American Holistic Wellness and Resource Hub Feasibility Study Steering Committee will receive progress updates as the feasibility study is conducted and provide feedback to the contractor throughout the seven-month study.

Additional Allocations for African American Wellness and Services

Upon receipt of the Measure X Community Advisory Board's FY 23-24 prioritized funding recommendations, on December 12, 2023, the Board of Supervisors directed that a one-time allocation of \$1,000,000 of Measure X funds be allocated for the purpose of supporting the "African American Holistic Wellness and Resource Hub and existing services" in Contra Costa County. These funds are an immediate, intermediary step to what is expected to be an increased, long-term investment in Black communities' overall well-being and holistic health. The activities supported through this funding will help inform the possibilities for what will become housed within the African American Holistic Wellness and Resource Hub in Contra Costa County.

Initial Release of a Request for Qualifications (RFQ) to Conduct a Feasibility Study

The County released an RFQ on February 7, 2024 soliciting Statements of Qualifications for contractors to conduct the feasibility study. Statements were due on March 4, 2024. The County received one submission. In partnership with the African American Holistic Wellness and Resource Hub Feasibility Study Steering Committee, the Office of Racial Equity and Social Justice (ORESJ) determined that additional funding was needed to support the development of a robust, comprehensive feasibility study to adequately inform the creation and sustainability of the County's African American Holistic Wellness and Resource Hub. On March 11, 2024, the Equity Committee approved a re-issue of the solicitation, though this iteration being an RFP. The ORESJ will allocate an additional \$100,000 to bring the total available contract cost to \$180,000 (includes \$80,000 Board of Supervisors Measure X allocation and \$100,000 from ORESJ's budget). As a reminder, the role of the ORESJ is to convene and facilitate the African American Holistic

Wellness and Resource Hub Feasibility Study Steering Committee, and to provide administrative and operational oversight of the Feasibility Study.

C. Approach to Proposals

This RFP is intended to elicit well-designed, well-informed, and innovative proposals that maximize the capacities and efficiencies of the applicant organizations. Applicants are provided broad latitude in developing their responses to the RFP.

Applicants are advised to ensure that their proposals are complete, clear, detailed, and specific. Proposals should persuasively demonstrate why the proposed approach is well-designed, well-informed, feasible, and offers the greatest likelihood for success.

Proposals should readily indicate the Applicant’s subject-matter expertise, qualifications, and capacity to provide the proposed services; staffing and management plans must be appropriate and sufficient to manage and complete the tasks proposed; work plans should reflect thoughtful planning and experience collaborating within a multi-stakeholder context; budgets should be realistic and demonstrate experience in completing multi-faceted, complex projects within budget; and operational systems – such as human resources, data, financial management, reporting – must demonstrate their sufficiency to accomplish the proposed scope over the contracted period.

D. Period of Agreement

The initial term will be for a seven-month period from July 1, 2024 to January 31, 2025.

E. Calendar of Events

Event	Date
RFP Release date	Wednesday, April 24, 2024
Last date to submit written questions	Wednesday, May 8, 2024, no later than 3:00 P.M. PDT
Answers/Addendum Issued	Friday, May 10, 2024
Proposals due from applications	Friday, May 24, 2024 no later than 3:00 P.M. PDT
Review Process	May 28 – May 31, 2024
Notification of recommended award	Friday, May 31, 2024
Equity Committee review/approval of recommended award	Monday, June 17, 2024

Board of Supervisors review/approval of recommended award	Tuesday, June 25, 2024
Notice of award decision	Tuesday, June 25, 2024
Contract start date	Monday, July 1, 2024

F. Correspondence

As of the issuance of this RFP, vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the vendor.

G. Addenda Acknowledgement

All bidders shall acknowledge receipt of any amendments to this bid event by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this bid event shall be issued only by the County. See attachment A.

Section II – Requirements and Qualifications

The County seeks to partner with one or more qualified responder(s) with a proven and demonstrable track record with delivering community-based assessments of needs and opportunities, including quantitative and qualitative research, large group facilitation, resident and stakeholder engagement, asset mapping, and cost analyses. Respondents must be able to clearly articulate understanding of the demographics, experiences, and needs of diverse, multi-generational Black communities and residents, and demonstrate expertise in engaging, communicating, partnering, and/or serving the Black community and other marginalized communities of color. Ideal respondents will also have deep experience and understanding of the communities, systems, and social/economic/cultural dynamics of Contra Costa County.

Service History

Ideal proposals will include a documented history of similar projects and/or equivalent service delivery (i.e. researching and producing complex, countywide assessments and/or evaluation reports), and demonstrate a record of successful completion of contract deliverables, on-time, and within budget.

Culturally-Responsive Services

Bidder shall have experience with deep and respectful engagement with the Black/African American community, and indicate overall experience and competency providing culturally-responsive services to marginalized, underserved communities. In order to be considered for selection, firms must describe the competency of their staff to provide culturally-responsive services.

Eligibility

Applicants may apply as single entities or in partnership (with a Lead Agency identified). The Applicant (or Lead Agency) must meet the following criteria:

- Be registered and in active standing with the California Secretary of State's Office
- Be a recognized 501c3 nonprofit organization
- Have a valid, current business license, Employer Identification Number, and be fully current on all state and local tax filings and payments
- As applicable, hold current state or local licenses, credentials or certifications required to provide the services proposed
- Be knowledgeable about, and comply with, all applicable federal, state, and local laws and regulations
- Have a physical address
- Have a proven track record in successfully providing the proposed services
- Have enough staff to carry out the project on the provided timeline
- Have commercial general liability insurance

Bidders must have the capability and experience to perform the scope of services. If your firm would like to submit a proposal, but cannot perform all required services, you are encouraged to hire sub-consulting firms to have a team that would complement/supplement your firm's capabilities or join prospective firm teams.

Section III – Instructions to Responders

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

A. Format

Respondents shall submit proposals which are concise, and which specifically respond to the specifications posted in this RFP. Each proposal shall be submitted with a cover letter signed by an authorized person and the following documents:

- Cover Letter – Signed by an authorized representative of the company
- Table of Contents
- Proposal Narrative (additional details and instructions in the subsection below)
- Resumes of key persons who will be assigned to the project
- Statement of Experience – See Exhibit A
- Proposal Price – See Exhibit B
- Customer References – See Exhibit C
- Anti-Collusion Statement – See Exhibit D
- Contra Costa County Business Opportunity Registration Form – See Exhibit E

- Addenda Acknowledgement – See Attachment A
- Federal, State, and local permits and licenses, as applicable
- Certificate of Insurance

B. Proposal Narrative

Within a maximum of 15 pages, no smaller than 12-point font, describe specific capabilities, experience, approaches and proposed methodologies that demonstrate a clear understanding of the nature of the work to be performed described in Section IV under Scope of Service.

I. APPLICANT AGENCY (Suggested Length ≤ 4 pages)

a. Agency History and Overview

- Describe your agency’s history, years in operation, current budget, and staff size. Share your organization’s staff demographics by number and percentage, and whether or not you possess a Minority Business Enterprise certification. Also, share whether or not your organization has any past discrimination lawsuits.
- Describe your agency’s primary areas of expertise, populations served, current geographic service reach, and current core services.

b. Relevant Experience and Expertise

- Describe your agency’s experience in conducting feasibility studies, including experience gathering quantitative and qualitative data about the needs and challenges faced by African Americans and other marginalized, underserved groups.
- Describe your experience with gathering input and expertise from a variety of stakeholder groups, particularly of African American community members and impacted residents. Share your experience related to practicing culturally responsive and respectful practices.
- Describe your agency’s experience and capacity related to coordinating services/programs/studies within multiple sectors.
- Describe your agency’s experience providing analysis of the operational and fiscal requirements to establish new county, or similarly large-scale, services.

II. APPROACH TO THE PROPOSED SERVICES (Suggested Length ≤ 5 pages)

- Describe your plan to provide the services described in Section IV: Scope of Services.
- Describe your approach to conducting a comprehensive community assessment that synthesizes existing data and gathers feedback and input from impacted African American community members. Outline the number and type of quantitative and/or qualitative methods you will use to conduct the community assessment, as well as your engagement strategy and outreach plan for collecting data across the county.
- Describe the methods you will employ to ensure consistency, coordination, and communication among all project partners, including the Office of Racial Equity and

Social Justice and the Steering Committee for the African American Holistic Wellness and Resource Hub Feasibility Study.

- d. Project Timeline - Include a one-page chart or other visual representation that maps the timing of activities needed to conduct the feasibility study as designed.

III. TEAM MEMBER QUALIFICATIONS (Suggested Length \leq 3 pages)

- a. Identify the team member(s) for this project, including roles and duties as related to this project. Describe team members' lived and professional experiences related to the scope of service, their qualifications, experience level, and expertise of each key team member, including:
 - Team leadership/Project Manager
 - Indicate who is authorized to negotiate contract terms on behalf of your organization
 - Areas of specialization of each key team member
 - Related projects key team members have worked on
- b. Provide an Organizational Chart of key team members, including subcontractors
- c. CVs/resumes of all project-related staff mentioned by name should be included, along with job descriptions for each role. Include as attachments (these will *not* count against the total page limit for this section or the full proposal narrative)

IV. LINE-ITEM BUDGET AND BUDGET NARRATIVE (\leq 3 pages)

- a. Provide a comprehensive line-item budget detailing all costs and providing underlying computations for each line item. Proposed budgets are expected to be complete, reasonable, cost effective, and necessary for the proposed activities. Provide sufficient detail on assumptions, calculations, and costs to ensure clear understanding of proposed funding uses.
- b. Indirect costs should not exceed 15% of total request.
- c. In narrative form, detail each line-item cost of the proposed grant, include the basis for the computations, and indicate why this line item is necessary and appropriate. Ensure that the staffing pattern and costs for personnel are clearly detailed.

C. Customer References

Respondents shall provide a minimum of three (3) letters of references. Each letter must include the name of the firm, description of services provided, date(s) of services and contract amount for projects similar to the services requested in this RFP. See Exhibit C.

D. Licenses and Permits

Respondents shall possess all licenses, registrations and permits required by the State of California and the County of Contra Costa. Such licenses and permits are to be submitted to the County with the proposal or prior to the contract signing date.

E. Proposal Expenses

Respondents shall be fully responsible for all costs incurred in the development and submission of this RFP.

F. Proposer Responsibility

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a proposer’s failure to be knowledgeable as to all of the requirements of this RFP.

G. Interpretation

Should any discrepancies, omissions, or doubt as to their meaning be found in the RFP specifications or requirements, the Respondent shall notify the County in writing through the BidSync website. The County will send written instructions or addenda to all participants in the RFP process. The County shall not be responsible for oral interpretations.

H. Reservation

The County reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all proposals without indicating any reasons for such rejection
- Terminate this RFP and issue a new Request for Proposals anytime thereafter
- Extend any or all deadlines specified in the RFP, including deadlines for accepting proposals by issuing an Addendum at any time prior to the deadline for receipt of responses to the RFP
- Procure any services specified in the RFP by other means
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or other data available to the County. Such disqualification is at the sole discretion of the County
- Reject the proposal of any Respondent that is in breach of or in default under any other agreement with the County
- Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified or non-responsible

I. Truth and Accuracy of Representation

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal.

J. Sub-Contract and Assignment

The Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County, subject to any required state or federal approval, is required

before the Contractor may enter into subcontracts for any work contemplated under the Contract, or before the Contractor may assign the Contract or monies due or to become due, by operation of law or otherwise.

K. Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addenda to be posted on BidSync website.

L. Addenda Acknowledgement

All addenda shall include an acknowledgement of receipt that must be returned. The addenda must be signed and attached to the final response. Failure to attach any addendum may result in the rejection of the response. See Attachment A.

M. Non-Collusion

By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Exhibit D attached.

Section IV – Scope of Service

The Office of Racial Equity and Social Justice seeks to contract with an eligible entity that has expertise in delivering the services that would culminate in the delivery of a Feasibility Study to the Board of Supervisors. The Feasibility Study will provide an assessment of the viability, sustainability, and feasibility of an African American Holistic Wellness and Resource Hub for the County. The Feasibility Study shall provide a county-wide community assessment of gaps and opportunities in regard to services and resources currently available to Black residents in the county, include research on similar models of service hubs and/or centers, identify potential funders/funding sources, outline options for financing development of the facility (facilities), and include an analysis of the technical and financial feasibility of the project. The findings and recommendations in the Feasibility Study will offer guidance to the Board of Supervisors to assist them in making informed decisions regarding next steps.

Scope of Service

- 1. Conduct a community assessment of needs and services in relation to the holistic health and well-being of Black communities in the Contra Costa County.**

Provide a well-informed assessment of the kinds of services, resources and opportunities that are most needed and effective in supporting African American holistic wellness. This will include analysis and synthesis of existing quantitative data sets and reports, as well as qualitative data such as feedback and input from impacted community members and other relevant stakeholders (i.e. formerly incarcerated, youth, elderly, unhoused, faith-based, those with vulnerable mental health, those impacted by trauma/abuse), service providers, advocates, and County/public systems staff. Proposals are expected to outline their community engagement strategy and outreach plan for collecting data across the county, including research methods and activities (e.g. GIS mapping, surveys, stakeholder interviews, focus groups, community forums, etc.)

2. Research existing programs and/or models in Contra Costa County or counties with similar demographics.

Research and assess other effective models (from within and/or outside of the county) of direct service delivery, community wellness programming, and multi-partner coordination/collaboration, particularly in relation to meeting the needs of African American and/or other communities of color or underserved communities. Determine the categories of services that should be prioritized at the African American Wellness and Resource Hub based on what currently exists and what is missing, with an eye toward leveraging resources and services providers already effective in a given region, avoiding redundancy, filling service gaps, and strengthening coordination and collaboration. In the final report, firms are expected to recommend an effective service delivery and partnership model(s) that can guide the design of the first hub to be located in east county and inform future hubs in other parts of the county.

3. Research and identify options for hub locations in Contra Costa County for service delivery, including cost analysis and financing requirements for the initial hub.

Explore viable and appropriate options for where services and/or programs can be delivered and accessed effectively, particularly in areas that have high concentrations of marginalized, vulnerable, and/or hard-to-reach members of African American and other marginalized, underserved communities of color. In addition to community composition, consider factors such as level and urgency of needs, existing service infrastructure (or lack of), etc. For the initial hub, identify 3-4 specific options in East County, and include site description, the benefits and challenges, and fiscal analysis of potential costs and financing requirements for each option. Propose an estimate

of the total investment needed to start up the initial hub, and the estimated annual cost to sustain overhead, operations, and programming. Identify 3-4 general locations (e.g. cities, communities, and/or neighborhoods) throughout the county that should be considered for future hubs.

4. Research and assess potential funding and/or partnership opportunities from public and private organizations for the purpose of sustainability.

Explore current and potential funding opportunities from local, state and federal sources, as well as private philanthropy and local health system partners (e.g. Kaiser, John Muir, Sutter), and offer creative and strategic ideas on how to secure and sustain the necessary long-term funding.

5. Provide a comprehensive report that outlines the findings and recommendations.

At the conclusion of the project period, produce a comprehensive report written in clear, concise, plain language that is accessible to all Contra Costa residents and stakeholders that reflects findings gleaned from the activities described above, including: quantitative and qualitative data on greatest needs and challenges faced by African Americans and other marginalized, underserved groups in Contra Costa County; input and expertise of all stakeholders, particularly of African American community members and impacted residents engaged in the process; a thorough review of the services that already exist and the gaps that need to be filled; recommendations that prioritize where and how services should be delivered, based on the urgency of identified needs and resources available; an analysis of the operating costs and financial requirements to establish, run and sustain the African American Holistic Wellness and Resource Hub over the long term; and recommended specific sites in East County for establishment of the initial hub to be located, along with potential general locations throughout the County worth considering for future hubs.

Section V – Evaluation and Selection Process

A. Selection Process

All proposals received will be evaluated by a five-member RFP Review Committee. The following criteria, listed in no particular order, will be used to evaluate and determine which vendor best meets the needs of the County:

1. Applicant Agency Overview (15 points)
 - a. Relevancy of the organization’s mission, services provided and similar projects completed
 - b. Examples of completed work are transparent and align with the goals of the feasibility study
 - c. Demonstrates a sufficient level of understanding, knowledge, and experience of the services needed for the development and delivery of a Feasibility Study of an African American Holistic Wellness and Resource Hub
 - d. Demonstrated experience working with stakeholders and community members within and outside of county/government systems
2. Approach to the Proposed Services (40 points)
 - a. Applicant’s proposed approach is sufficient to achieve the deliverables and partnerships required to fully accomplish the scope of service. The proposed approach provides sufficient clarity and detail regarding activities, outcomes, and responsibilities.
 - b. Describes approach to nurturing respect for differences of opinion and/or experiences, and cultivating shared values and alignment among stakeholders
 - c. Application persuasively describes the methods necessary to ensure consistency, coordination, and communication among all project partners, including the Office of Racial Equity and Social Justice and the Steering Committee for the African American Holistic Wellness and Resource Hub Feasibility Study.
 - d. Describes competencies and expertise needed to establish rapport, trust and credibility with marginalized, underserved, BIPOC communities.
 - e. Demonstrates a sufficient level of technical knowledge and expertise for conducting feasibility studies, data collection methods, and analysis of findings.
3. Team member qualifications (15 points)
 - a. Qualifications, lived experiences, expertise and related projects of staff are sufficient to deliver on the full scope of work
 - b. Qualifications and credentials of staff are proper for the duties assigned, and existing staff meet or exceed these requirements.
 - c. Demonstrated experience convening community members, stakeholders and residents and facilitating generative conversations, interviews, and/or focus groups.
4. Budget and project timeline (30 points)
 - a. Budget is clear, with sufficient detail to assess the reasonability of Applicant’s (and partner’s, if applicable) costs.
 - b. Staffing plan and programmatic costs are sufficient to achieve the proposed services.
 - c. Project timeline and schedule tracking are clear

B. Best and Final Offer (BAFO)

The County, at its sole discretion, may request Best and Final Offer (BAFO) from the finalists.

C. Award Agreement

Upon completion of the review period, the County shall notify those Proposers who will be considered for further evaluation and negotiation. All Proposers so notified may be contacted for an interview and negotiate in good faith in accordance with direction from the County. Any delay caused by Proposer's failure to respond to direction from the County may lead to a rejection of the Proposal.

If the County determines after further evaluation and negotiation, to award the Agreement, a Professional Services Contract shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the County until after the Agreement is signed by duly authorized representatives of both Proposer and the County.

D. Proposals are Public Records

California Government Code Section 6250, the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon request and that any resident has a right to inspect any public record unless the document is exempted from disclosure.

Unless otherwise compelled by a court order, the County will not disclose any proposal while the County conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the County either awards an agreement to a successful Proposer, or rejects all proposals, the County shall consider each proposal subject to the public disclosure requirements of the California Public Records Act. Each Proposer is hereby informed that, upon submittal of its proposal to the County in accordance with this RFP, the proposal becomes the property of Contra Costa County.

E. Protest Procedures

Protest Policy

Any bidder or proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent or designee. The protest shall be submitted in writing to the Purchasing Agent or designee, within five (5) business days after such aggrieved person or company knows or should have known of the facts giving rise thereto. Failure to submit a timely protest shall bar consideration of a protest.

Grounds for Protest

The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

Protest Procedures

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the attention of:

Dr. Kendra Carr
Office of Racial Equity and Social Justice
Contra Costa County
1025 Escobar Street
Martinez CA, 94553

Section VI – Invoicing and Billing

A. Payment Terms

Contractor shall submit a correct and complete invoice(s) to the County after the County accepted the deliverables. Payment terms are Net 30 days or best offer, after receipt of correct invoice.

All bidders must accept the payment terms of Contra Costa County.

B. Rates

Proposer shall submit cost for the items listed on Exhibit B – Proposal Price.

C. Pricing

Price shall be firm fixed for the duration of the contract.

Exhibit A – Statement of Experience

SECTION A

Business Name: _____ Phone #: _____

Address: _____

City: _____ State: _____ ZIP: _____

Federal Tax ID #: _____ Business License #: _____

Business Status:

____ Non Profit Corporation

____ Corporation State of Incorporation: _____

____ General Partnership

____ Limited Partnership

____ Sole Proprietorship

Other: _____

Name and title of an Officer or owner authorized to sign this proposal and any contract with the County that may result.

Name: _____ Title: _____

SECTION B

Number of years in business under present business name: _____

Other Business Name(s): _____

Number of years under prior name if any: _____

SECTION C

Number of years of experience in providing required, equivalent, or related projects: _____

SECTION D

Similar services/projects completed during the last five years?

Period	Services	\$ Amount Paid	Location	Agency Name
1 -	_____	_____	_____	_____
2 -	_____	_____	_____	_____
3 -	_____	_____	_____	_____
4 -	_____	_____	_____	_____
5 -	_____	_____	_____	_____

SECTION E

Have you, or your agency failed or refused to complete a contract? YES No

If yes, explain: _____

SECTION F

Is your firm authorized to do business in the State of California? Yes No

SECTION G

Is your firm a State of California registered small business? Yes No

SECTION H

Is your firm local Business? Yes No

SECTION I

Bid Name: Feasibility Study for an African American Holistic Wellness and Resource Hub for Contra Costa County
RFP #

Explain any litigation similar to the services requested by this proposal involving you, or your agency, or any principal officer(s) thereof:

SECTION J

Has your company filed any written declaration for bankruptcy protection, a potential merger or acquisition, office closure, pending lawsuits, financial loss that might affect your ability to perform under the contract? _____ Yes _____ No (if yes, please explain): _____

SECTION K

License Provisions

Has your company changed names or license numbers in the past 10 years? If so, please state reason for change. Yes _____ No _____

Reason

SECTION L

Bid Name: Feasibility Study for an African American Holistic Wellness and Resource Hub for Contra Costa County
RFP #

List the names and titles of the key personnel who would be assigned to the Project.

<u>Name</u>	<u>Classification</u>
_____	_____
_____	_____
_____	_____
_____	_____

SECTION M

List all required business and professional licenses that pertain to this Project:

License Number	Type	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION N

Do you and your agency agree to provide additional information as required by the County to make an informed determination of qualifications? _____ Yes _____ No

By signing this Statement of Experience, you are certifying that all information provided on this form and contained within your proposal are true, and you acknowledge that if the proposal contains any false statements, the County may declare any contract or agreement made as a result of the proposal to be void.

Signature: _____ Date: _____

Authorized Name: _____ Title: _____

Exhibit B – Proposal Price

Detail all costs needed to complete the feasibility study by project component, and if applicable, the source of any additional funding that will be leveraged to meet the costs that are included. Bidders may recreate this form to communicate any information necessary to explain the proposal price. If you recreate the form, clearly label it as “Exhibit B – Proposal Price”.

<u>Nature of Service To Be Provided</u>	<u>Schedule/Date(s)</u>	<u>Total Price</u>
---	-------------------------	--------------------

Total Proposal Price: _____

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the service stipulated in the RFP as stated.

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____

EMAIL: _____

Exhibit C – Customer References

Government Agency/Organization:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Government Agency/Organization:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Government Agency/Organization:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Service:	

Firm Name: _____

Authorized Name: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

Exhibit D – Anti-Collusion Statement

By signing this form, the Bidder agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED BIDDER, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDER AND THE COUNTY.

NAME OF FIRM: _____

[Sign in ink in the space provided below]

SIGNED BY: _____

TITLE: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

Exhibit E – CCC Business Opportunities Registration

Place Holder

See Attached

Attachment A - Addenda Acknowledgement

TO BE RETURNED WITH REQUEST FOR PROPOSAL

RFP No.: _____ Title: _____

ADDENDUM ACKNOWLEDGEMENT (Please initial for addendums received)

Addendum #1: _____ Addendum #3: _____

Addendum #2: _____ Addendum #4: _____

Company Name: _____

Contact Name: _____

Email Address: _____ Phone No.: _____

Address: _____

Authorized Signature: _____

Date: _____

Attachment B – CCC Terms and Conditions

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

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

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

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-

- day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
 7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
 8. **Modifications and Amendments.**
 - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
 - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
 9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
 10. **Choice of Law and Personal Jurisdiction.**
 - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
 11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
 12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of

the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.
16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including

reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
 - b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor,

represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.