

COUNTY OF ORANGE

PROBATION



REQUEST FOR PROPOSAL (RFP)

FOR

RISK-NEEDS ASSESSMENT SYSTEM

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RFP No. RFP-057-3056901-DV

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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



**County of Orange  
Probation  
Procurement and Contract Services  
1055 N MAIN ST  
Santa Ana, CA  
92701**

**PROPOSALS MUST BE RECEIVED ON  
OR BEFORE**

**Tuesday, July 14, 2026**

**3:00 pm**

**SCHEDULE OF ACTIVITIES**

<b>Release of RFP Solicitation</b>	June 16, 2026
<b>Question Submission Deadline</b>	June 30, 2026, 3:00pm
<b>RFP Submittal Closing</b>	July 14, 2026, 3:00pm

## **SECTIONS**

SECTION 1.	INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS
SECTION 2.	PROTEST PROCEDURES
SECTION 3.	SCOPE OF WORK
SECTION 4.	SCORING CRITERIA
SECTION 5.	COST PROPOSAL
SECTION 6.	VENDOR RESPONSES
SECTION 7.	OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS

### **Attachments:**

A - MODEL CONTRACT RFP-057-3056901-DV Risk Needs Assessment System

## **SECTION 1. INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS**

### **1.1 INTRODUCTION**

The County intends that the successful Respondent shall provide Risk-Needs Assessment System proposed in accordance with contract requirements set forth in the solicitation and Model Contract, **including Attachments.**

### **1.2 COUNTY HOLIDAYS DURING SOLICITATION PERIOD**

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

### **1.3 INSTRUCTIONS TO RESPONDENTS AND PROCEDURES FOR SUBMITTAL**

- A. Responses are to be uploaded via the County's eProcurement Portal at <https://procurement.opengov.com/portal/ocgov>. For assistance on uploading Response via County's eProcurement Portal, please contact [procurement-support@opengov.com](mailto:procurement-support@opengov.com) or <https://help.procurement.opengov.com/en/>
- B. Examine the Contract Documents and the site of the proposed work carefully before submitting a Response for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. The County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a Response. If any person contemplating submitting a response to this Request for Proposal (RFP) is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification/interpretation to the County Deputy Procurement Agent (DPA) via the County's eProcurement Portal under the bid page for this solicitation. If clarification or interpretation of this solicitation is considered necessary by County, an addendum shall be issued, and the information will be posted via the County's eProcurement Portal. Any interpretation of, or correction to, this solicitation shall be issued by the DPA. It is the responsibility of each Respondent to periodically check the County's eProcurement Portal to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. If an addendum is issued, Respondents must acknowledge the addendum via the County's eProcurement Portal. All questions or requests for interpretations must be received within this solicitation by Tuesday, June 30, 2026, before 3:00 pm. The DPA will provide all official communication concerning this solicitation. Any County response relevant to this

solicitation other than through or approved by the DPA is unauthorized and will be considered invalid.

- C. Responses must be valid for a period of at least three hundred sixty-five (365) calendar days from the closing date and time of receipt. No Response may be withdrawn after the submission date.
- D. Each Respondent must submit their response electronically via the County's eProcurement Portal.
- E. All pages must be submitted on standard 8.5 x 11-inch paper, numbered and identified sequentially by section. Responses must be organized and indexed as outlined in the Response Requirements Section. It is imperative that all Respondents comply, exactly and completely, with the instructions set forth herein. All responses to this solicitation shall be type written or word-processed (except where otherwise provided or noted), concise, 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.
- F. **Responses are not to be marked as confidential or proprietary.** The County may refuse to consider any Responses so marked. All Responses and supporting documents will be subject to the provisions of the California Public Records Act (California Code Government Code 7920.000 et seq.) (PRA) and will be disclosed or withheld in accordance therewith. The County shall not be liable in any way for disclosure of any such records. Additionally, all Responses shall become the property of the County.

Respondents should not request that certain information be treated as exempt, and statements in the Responses should not be marked as confidential or proprietary. In the event that any information is marked as confidential or proprietary, as it may be absolutely necessary, Respondents have the sole responsibility of obtaining any applicable injunctive reliefs to prevent the disclosure of such confidential proprietary information in connection with any request made to County pursuant to PRA or a subpoena for disclosure of such information.

- G. Each Respondent shall exercise reasonable care and diligence to avoid submitting a Response that could result in a conflict of interest if Respondent were to be selected. This obligation shall apply to the Respondent, the Respondent's employees, agents, and relatives, sub-contractors, and third parties associated with accomplishing work and services in response. In the event Respondent has done work for the County on this Project in the past or has reason to believe that a conflict of interest may exist for Respondent in

regard to this Project, Respondent should consult with its legal counsel prior to responding to this solicitation. Any Respondent who is found to have an actual conflict of interest may have its response rejected on that ground. Respondent, its employees and/or consultants may be subject to the provisions of the California Political Reform Act of 1974 (the “Act”), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700). If subject to the Act, Respondent shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of the Contract by County. Respondent shall indemnify and hold harmless County for any and all claims for damages resulting from Respondent’s violation of this Section.

- H. By submitting a response, the Respondent represents that it thoroughly examined the County’s requirements, is familiar with the services required under this solicitation and is qualified and capable of providing the services to achieve the County’s objectives.
- I. Each Respondent must submit its response in strict accordance with all requirements of this solicitation and compliance must be stated in the response. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items on additional information section for the County’s consideration as specified in the Response Requirements Section, “Statement of Compliance.”**  
Note: Allow sufficient time to upload all required files. The County’s eProcurement Portal will not allow any uploads after the due date and time specified herein, e.g., if Part 1 and 2 uploaded successfully at 1:58:38 P.M. and Part 3 is in progress of being uploaded at 2:00:01 P.M., Part 3 will not upload successfully.
- J. Pre-contractual expenses are not to be included in the Cost Proposal, Attachment B, Pricing and Compensation. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing the response to this solicitation; b) submitting that response to the County; c) negotiating with the County any matter related to the Respondent’s response; and d) any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.
- K. Any response may be construed as non-responsive and ineligible for consideration if it does not comply with the requirements of the solicitation, including but not limited to technical features, acknowledgment of receipt of addenda, and page number limits, etc. These are common causes for deeming a response non-responsive.

- L. Where two or more Respondents desire to submit a single response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.
- M. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
- N. **The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at [www.dnb.com](http://www.dnb.com). If you are unable to provide/obtain a D-U-N-S number, please indicate so in your submission response.**
- O. **The County requires a valid UEI number and full registration prior to Contract Award. Your company must obtain one at no cost at [www.usfer.com](http://www.usfer.com). If you are unable to provide/obtain a UEI number, please indicate so in your submission response.**
- P. Effective from the issuance date of this solicitation until a Contract is awarded or the solicitation is withdrawn, all individuals or entities responding—including their employees, agents, representatives, proposed partners, subcontractors, members, lobbyists, or attorneys (collectively "Respondents")—are prohibited from engaging in any direct or indirect communication with County personnel involved in the selection process, except with the designated Deputy Procurement Agent (DPA). Respondents may continue conducting business with the County on matters unrelated to this solicitation and may communicate with County staff, provided the solicitation is not discussed. Any attempt to engage in discussion regarding this solicitation with anyone other than the designated DPA will be presumed to create an unfair competitive advantage and may result in disqualification.
- Q. After the closing date and time for receipt of Responses, evaluation, and if requested by the County, interviews will commence. Respondents who submit Responses most responsive to the County's requirements may be asked to give a presentation of their response to County staff. The County makes no guarantee as to the number of Respondents selected for interviews. Selected Respondents should be prepared to make its presentation within five (5) business days after notification and be prepared to discuss all aspects of its response in detail, including technical questions regarding the response. Respondents shall not be allowed to alter or amend its response through the use of the presentation process.

#### **1.4 OPTIONAL PRE-SUBMITTAL MEETING AND SITE VISIT**

Attendance of Pre-Submittal Meeting and Site Visit is not required and will be held on NO VALUE at NO VALUE local time, no one will be admitted 10 minutes after meeting has started. The meeting will be located at NO VALUE. At this meeting, County staff will discuss the scope of work, general contract issues, and respond to questions from the attendees. The Pre-Submittal

Meeting and Site Visit will be conducted one time only. All questions will need to be submitted in writing through the County's online eProcurement system at <https://procurement.opengov.com/portal/ocgov>. The Respondent will have until Tuesday, June 30, 2026 before 3:00 pm to submit questions.

- Please confirm your attendance by replying via the RSVP feature in the County's eProcurement Portal.
- Respondents are responsible for securing parking and payment of parking fees (if applicable)
- Respondents are encouraged to arrive early to ensure a parking space

### **1.5 MINIMUM QUALIFICATIONS/REQUIREMENTS**

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

- A. Must meet and be compliant with CLETS PPP (policies, practices, procedures)
- B. Must meet and be compliant with FBI CJIS Security Policy (CSP)
- C. If cloud hosted, then must be FedRAMP authorized
- D. Must have the ability to do business in Orange County, California.
- E. Complete all required Vendor Response questions of the solicitation.
- F. Provide all required information, complete all required Exhibits, and pass all IT security requirements.
- G. Have minimum five (5) of consecutive, recent experience developing, implementing, and supporting a Risk/Needs integration System.
- H. Firm to have similar size project for at least three (3) public agencies.
- I. Have an existing fully functioning product that can be demonstrated live on-site or via remote access.

### **1.6 EVALUATION PROCESS**

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

Responses shall be evaluated by an Evaluation Panel of job knowledge experts on the basis of the responsiveness to the requirements in this RFP. The County may request clarifications, or



otherwise verify the contents of the response, including information about the Respondent, Contractors and sub-contractors.

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

## **1.7 SELECTION/AWARD PROCEDURES**

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

The Model Contract contained herein this RFP is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments and/or exhibits, and to reflect Respondent's response and qualifications. Any additional exceptions to the terms and conditions made by any Respondent after submission of its response may result in its elimination from further consideration.

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

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

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

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

## **1.8 RIGHTS RESERVED TO COUNTY**

The County reserves the right to:

- A. Make use of any information or ideas in the responses submitted.
- B. Request response revisions and hold discussions and negotiations with any Respondent as necessary to serve the best interests of the County.
- C. Seek publicly available information about the Respondents.

- D. Conduct, or not to conduct, oral interviews and/or presentations with the highest-ranked Respondent(s) and additional Respondents.
- E. Waive, at its discretion, any procedural, non-material defects, irregularity, or informality, which County deems correctable or otherwise not warranting rejection of the response that do not result in any unfair competitive advantage. Any waiver will not excuse a proponent from full compliance.
- F. Verify and validate any information prior to Contract Award and during the entire term of the Contract.
- G. Negotiate the final Contract with any Respondent(s), including pricing/fee schedule, as necessary to serve the best interests of the County;
- H. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representations that any Contract will be awarded to any Respondent responding to this solicitation;
- I. Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the County may deem to be in its best interests;
- J. Reject any response if it is conditional, incomplete or deviates significantly from the services requested in this solicitation; and/or
- K. Request Best and Final Offer from any Respondent determined to be within the competitive range. Unless requested by the County, late Best and Final Offers will not be accepted by the County for any reason. In addition, negotiations may or may not be conducted with Respondents.
- L. Make multiple awards to Respondent(s) for services requested in this solicitation, at its sole discretion, to serve the best interests of the County.
- M. Defer award of this Contract for a period of 180 days after the solicitation opening. During this period, Respondent shall guarantee the prices and terms quoted in their responses. The County and the responsive, responsible Respondent may mutually agree in writing to extend this deferral period.

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

## **1.9 CONTRACTOR SCREENING**

Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.

- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>)
- b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>)

- c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database)

## **1.10 TITLE VI SOLICITATION NOTICE**

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

## **1.11 DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9/W-8 REQUIREMENTS**

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

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

## **1.12 LEVINE ACT REQUIREMENT**

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

## **SECTION 2. PROTEST PROCEDURES**

Any actual or prospective bidder or respondent who alleges an error or impropriety in the solicitation or award of a contract may submit a grievance or protest to Diana Vo at [diana.vo@prob.ocgov.com](mailto:diana.vo@prob.ocgov.com), as set forth herein.

### **PROTEST PROCEDURES**

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

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or the protestor's representative;
- C. The solicitation or contract number;

- D. A detailed statement of the legal and/or factual grounds for the protest; and,
- E. The form of relief requested.

**Protest of Solicitation Specifications:**

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

**Protest of Award of Contract:**

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

**Protest Process**

- A. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the DPA issues a decision on the protest.
- B. Upon receipt of a timely protest, the DPA will, within ten (10) business days of receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- C. The County may, after providing written justification, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the 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.

## **APPEALS PROCESS**

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

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

County of Orange/County Executive Office

County Procurement Office

400 W. Civic Center Drive, 5th Floor

Santa Ana, CA 92701

Attn: County Procurement Officer

CPOAppeals@ceo.oc.gov

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

## **SECTION 3. SCOPE OF WORK**

### **3.1 GENERAL INFORMATION:**

The County of Orange is comprised of 22 Departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services, and aviation.

### **3.2 IT SECURITY REQUIREMENTS**

1. Must meet and be compliant with CLETS PPP (policies, practices, procedures)
2. Must meet and be compliant with FBI CJIS Security Policy (CSP) compliance
3. If cloud hosted, then must be FedRAMP authorized

### **3.3 RISK-NEEDS ASSESSMENT SYSTEM REPLACEMENT**

Through this Request for Proposal, the County seeks market information for a validated, Evidence Based, risk-needs assessment system (System) for both juvenile and adult populations. The desired System will provide assessment tools, reporting capabilities, integration with the County's current case management system, comprehensive training for staff, implementation services, and ongoing support. The System must comply with County IT and CJIS security requirements and must allow the County full access to all raw assessment data for analytics and continuous quality improvement. Any future System will replace the department's current Juvenile Risk Needs Instrument and Adult Risk Needs Instrument. The new System must improve predictive accuracy, support effective case planning, increase analytic capability, and align with modern evidence-based practices.

This RFP is for Market Information gathering purposes only and may lead to a formal solicitation. This RFP is intended to gather information regarding current off-the-shelf systems available in the marketplace and to compare them in a structured and comparable way.

#### **A. Project and System Objectives**

- A. Acquire validated assessment tools for juvenile and adult populations.
- B. Improve predictive validity, reliability, and consistency in assessment scoring.
- C. Support case planning through domain-based and user-friendly reporting.
- D. Ensure access to raw data for analytics and CQI.
- E. Integrate assessment results into the department's case management system.
- F. Establish a sustainable training, implementation, and support model.
- G. Modernize risk-needs assessment practices in alignment with the Risk-Needs-Responsivity framework.
- H. CLETS/CJIS compliance required.
- I. Describe any AI, machine learning, guided interview prompts, or decision-support features that reinforce EBP/CCP-informed interviewing and case planning discussions.
- J. System goal is to not to force a single instrument to serve different populations.
- K. System should ensure knowledge accumulated during Juvenile supervision informs adult supervision when that transition happens.
- L. Contractor must clearly articulate the phases of implementation.
- M. Contractor must propose a phased implementation model inclusive of discovery, instrument configuration/validation, integration, training, testing, and operational acceptance.

- N. The requirement is to have the system fully integrated with training in approximately 9 months.
- O. Contractor shall provide quarterly strategic product updates, enhancement briefings, and validation/research updates during the contract term.
- P. Contractor to describe mobile capabilities for viewing and adding data to the platform.
- Q. Contractor to provide information on how the current criminal history is integrated into the tool to streamline services for probation officers.
- R. Contractor to describe any Trauma assessments integrated with the system.
- S. Contractor must describe the County's ability to request future report modifications, dashboard changes, workflow adjustments, and configurable enhancements, including turnaround time and pricing methodology.
- T. Contractor must define uptime guarantees, technical support response timelines, issue escalation procedures, and corrective action timeframes.

## **B. Assessment Tool Requirements**

- A. Validation and Evidence Base.
- B. Documented predictive validity and reliability.
- C. Research demonstrating validity across diverse populations.
- D. Availability of published studies or peer-reviewed research.
- E. Demonstrated bias testing for race, ethnicity, and gender.
- F. Reporting tools shall be designed in accordance with evidence-based practices and validated assessment science and must comply with California legal requirements.
- G. Contractor will provide a corporate project manager to guide and develop the project with OC Probation's implementation team.
- H. Contractor will provide CQI/BI dashboards and a reporting tool built to the Research Unit/Best Practices Unit requirements.
- I. Contractor must work with the Best Practices Unit/CQI and Research to conduct a systematic annual review of their assessment and case management practices. This will examine fidelity data, inter-rater reliability trends, case planning utilization rates, program referral and completion patterns, and any policy or legislative changes that may affect system configuration.

- J. All data must be retained in accordance with the OC record retention policy and applicable laws.
- K. Middleware must enable bidirectional data exchange with the OC Probation ICMS system.
- L. Contractor must provide technical manuals, validation studies, bias testing, normative sample information, and peer-reviewed research supporting each proposed instrument.

### **C. Functionality**

- A. Clear scoring structure organized by domains or key criminogenic factors.
- B. Reporting tools that support individualized case planning.
- C. Ability to administer initial assessments, reassessments, and progress checks.
- D. Reasonable administration time suitable for field and institution staff.
- E. Crossover capability preferred.
- F. System must describe whether assessment models have been validated across gender-responsive populations and whether gender-specific scoring or interpretation protocols are utilized.
- G. The assessment science should preserve and have the allowable permission to use youth data to assist in adult case planning.
- H. Contractor must participate in structured workflow refinement with CQI, training, and field subject matter experts.
- I. Reliable scores require reliable data collection. Reliable data collection requires consistent administration. Consistent administration at scale requires a platform that remains consistent. Contractor to explain how these key concepts will apply to their platform.
- J. Describe any embedded alerting, behavioral health flagging, suicide/self-harm indicators, violence risk prompts, or officer notification supports available within the platform.

### **D. Accessibility and Data Control**

- A. Ability for the County to access raw assessment data at the item and score level.
- B. Export capability for analytics, dashboards, and research.
- C. Flexible reporting formats.



## **E. System and Integration Requirements**

- A. OC Probation is California LEA that would need to comply w/the state's CLETS policy and the FBI's CJIS Security Policy (CSP).
- B. A vendor would be required to go through the approval process
- C. Compatibility with department IT security requirements, including CJIS compliance.
- D. Data exchange and integration with case management system.
- E. User authentication and role-based access controls.
- F. Cloud-based or on-premises hosting with secure data storage.
- G. Ability to generate datasets for the Research Unit.
- H. The software solution must integrate seamlessly with the agency's existing IT infrastructure with minimal platform modifications.
- I. The system must be durable and adaptable to CA legislative changes, as supervision models evolve.
- J. System must support future County-requested reporting, dashboard, and data configuration modifications without major platform redesign.
- K. System must be familiar with CA Laws, and currently or formerly manage CA systems with references.

## **F. Implementation Requirements**

- A. Project start-up and discovery.
- B. Business requirements development.
- C. System configuration and customization.
- D. Data integration and testing.
- E. Pilot or user acceptance testing.
- F. Go-live support.
- G. Transition to full operational use.

## **G. Training Requirements**

- A. Initial assessor training.
- B. Supervisor-level training.

- C. Train-the-trainer model.
- D. Training materials.
- E. Optional refresher training.
- F. Training must be ongoing and sustainable, encompassing Initial Assessor, Case Planning, Supervisor, Manager, Research Unit, System Administrator, and AI Moderation training to ensure staff proficiency and program fidelity.

#### **H. Support and Maintenance Requirements**

- A. Technical support.
- B. Routine system updates.
- C. Access to revised validation research.

#### **I. Data Ownership and Security**

- A. County retains full ownership of all assessment data.
- B. Compliance with CJIS security requirements.
- C. No secondary use without written approval.

#### **J. Cost Proposal Requirements**

- A. One-Time Fees and On-Going Fees including:
  - 1. Licensing fees
  - 2. Training and Implementation costs
  - 3. Integration / Migration fees
  - 4. On-Going Maintenance and Support
  - 5. Optional modules
- B. Total Five-year total cost

#### **K. Deliverables**

- A. Validated assessment tools
- B. Implementation plan
- C. Training materials

- D. Integration documentation
- E. Reporting tools
- F. Support services

### **3.4 ADDITIONAL WORK CLAUSE FOR APPLICABLE SERVICE CONTRACTS:**

- A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.
- B. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
- C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

### **3.5 MISCELLANEOUS CLAUSE:**

- A. Miscellaneous commodities may be obtained at County's request. Contractor shall provide a written quote and obtain authorized County approval. Contractor under no circumstance shall provide any commodities without prior written authorized County approval. Additional delivery locations may be added or deleted at any time with no penalty to County. Miscellaneous item purchases shall not exceed \$5,000.00, per item, including tax and other expenses, except when ordering the same items multiple times. Total order amount shall not exceed \$25,000.00.
- B. County may elect to accept substitute like commodities, commodities of equal or better quality and/or brand, costing equal or less than the original contracted commodities as set forth in this Contract with written authorized County approval. Substitute like commodities that cost more will require prior authorized approval from County before any substitution will take place.

### 3.6 PRICING

Responder shall include the total pricing for the proposed assessment tools and upload a breakdown spreadsheet for the expenses with your response.

## **SECTION 4. SCORING CRITERIA**

**Phase 1 - Written Response Scoring: 500 points maximum**

**Phase 2 - Presentation/Interview Scoring: 400 points maximum**

**Phase 3 - Cost Proposal: 100 points maximum**

### 4.1 PHASE 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<b>Firm's Background, Qualifications &amp; Experience</b>  <b>A. Company Background and Data</b>  1. Include an overview of firm and brief description of the firm's history including: <ul style="list-style-type: none"> <li>a. Length of time in business;</li> <li>b. Services provided relevant to the RFP;</li> <li>c. Describe the Respondent's experience in performing work of a similar nature to that solicited in this RFP; and</li> <li>d. List certifications and/or affiliations that may be relevant to this RFP.</li> </ul> 2. Provide the following information: <ul style="list-style-type: none"> <li>a. Name and title of person(s) authorized to bind the Respondent;</li> <li>b. Main office address; and</li> <li>c. Telephone number</li> </ul> 3. List any previous or current contracts with the County of Orange within the last five (5) years. Include: <ul style="list-style-type: none"> <li>a. Agency/Department name, address and contact person;</li> <li>b. Contract Number; and</li> <li>c. Contract Amount</li> </ul> 4. Provide a general description of the firm's prime contractor (if applicable, subcontractor's) financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, or impending	Points Based	175 (35% of Total)
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	<p>merger) that may impede Respondent's ability to complete the services.</p> <p><b>B. Experience</b></p> <ol style="list-style-type: none"> <li>1. Descriptions of at least three (3) recent similar projects that the firm has completed (public sector experience preferred). <ol style="list-style-type: none"> <li>a. Include project name, date, and location,</li> <li>b. Include client name and describe the scope of work,</li> <li>c. Describe any obstacles encountered and project outcome, and</li> <li>d. Describe, including experience with successfully coordinating and maintaining project schedules while staying on budget.</li> </ol> </li> <li>2. Describe experience developing strategic plans for local governments and knowledge of real estate development including permitting, financing, design, construction, land-use, and environmental planning.</li> <li>3. Describe experience conducting departmental needs assessment studies for office space planning, parking, etc.</li> <li>4. Describe experience with infrastructure planning.</li> <li>5. Describe comprehensive capabilities in public outreach and engagement.</li> <li>6. Provide a description of Respondent's success in facilitating working sessions and distilling meeting content and</li> </ol>		
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	<p>feedback into thematic areas for recommendations.</p> <p>7. Provide examples of creating executive-level visual collateral, such as reports and graphics.</p> <p>8. Describe additional relevant information concerning the services offered in this RFP that it considers important in evaluating its services.</p>		
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2.	<p><b>Key Personnel/Proposed Staffing</b></p> <p>A. Assigned personnel must have a minimum of five (5) years of expertise and experience with emphasis on the public sector with depth and breadth of services available.</p> <p>B. Describe the Respondent's team that is being proposed for the project which includes completing the Key Personnel/Staffing Plan located in the Vendor Responses section. Provide a brief background of each team member's experience and the roles and responsibilities they will play in the project.</p> <p>C. Team organization including an identification of the lead Contractor, project manager, and key personnel who will be working on the project. An organizational chart and description of the project team may be included. Key members of the project team should be included in the organizational chart.</p> <p>D. Clearly identify the prime contractor and any sub-contractors or sub-consultants, if relevant, and the general roles of each on the project.</p> <p>E. A statement of qualifications for all team members including resumes and educational background. One-page resumes of all key personnel should be provided (one page per person). The office locations of each team member should be specified on the resumes. The submittal should, as a part of the information provided for subcontractors, include the names, locations, and general roles of the project team members.</p>	Points Based	125 (25% of Total)
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3.	<b>Quality/Effectiveness of Work Plan/Project Approach</b>  <p>A. Provide an outline, detailed description of the process, and a comprehensive timeline for accomplishing the services outlined in the Scope of Work.</p> <p>B. The Respondent should document a clear understanding of the scope of services.</p> <p>C. The Respondent should describe the current challenges and opportunities specific and how your company is best suited to assist the County in facing those challenges and opportunities.</p> <p>D. An explanation of how the Respondent will adhere to the scope of work narrative including an explanation of the following:</p> <ol style="list-style-type: none"> <li>1. An indication of your understanding of the project. Other factors that may be relevant to the requested services.</li> </ol>	Points Based	150 (30% of Total)
4.	<b>Organization/Completeness of Response</b>  <p>A. Response demonstrates understanding of project and objectives as it relates to the scope of work.</p> <p>B. Response demonstrates requirements are addressed and adhered to.</p> <p>C. Response is complete, comprehensive, and well-organized.</p>	Points Based	25 (5% of Total)
5.	<b>Compliance with the County Model Contract</b>  <p><b>*Note: Respondents submitting exceptions to the County Model Contract of this RFP, will receive a score of “0” for this criterion.</b></p>	Points Based	25 (5% of Total)

## 4.2 PHASE 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p><b>Presentation/Interview Scoring Format: 400 points maximum:</b></p> <p>County reserves the right to conduct, or to not conduct, oral interviews and/or presentations with the highest-scored Respondent(s). The decision whether to conduct oral interviews/presentations rests solely with County and the decision of the DPA is final. Respondents shall be ready to attend interview within fifteen (15) calendar days of notification. Any inquiry to determine the responsibility of a Respondent to this RFP may be conducted. Respondent agrees that the submission of a Response is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. The County may also send written questions and ask for written responses within five (5) business days. Failure to comply with any such request may disqualify a Respondent from further consideration. Respondents must be prepared to discuss all aspects of their Response in detail, including technical questions. Respondents will not be allowed to alter or amend their Response through the use of the presentation process.</p> <p><b><i>NOTE: If interview/presentations are not conducted, the Written Response shall account for 900 total points of the scoring.</i></b></p>	Points Based	<p>400 (78.7% of Total)</p>
2.	<p><b>Cost Proposal</b></p> <p>The Response with the lowest cost receives the maximum points allowed for this criterion. All other proposals receive a percentage of the points available based on their cost relationship to the lowest-priced Response.</p> <p>Should any Preference Policies apply, the Preference Policy Applicable to Cost Proposal criteria will be scored.</p>	Points Based	<p>100 (19.7% of Total)</p>

3.	<p><b>Preference Policy Applicable to Cost Proposal</b></p> <p><b>A. <u>Request for Proposal (RFP):</u></b>  An additional five percent (5%) shall be applied to the tallied cost score of each certified OCLSB or DVBE to obtain their final score. If the final score of any OCLSB or DVBE matches the final score of a non-OCLSB or non-DVBE, preference shall be given to the certified OCLSB. If two or more OCLSB or DVBEs have the same final score, the County shall determine the contract award based on the County's best interest.</p> <p><b>B. <u>Dual OCLSB and DVBE Preference provides for the following:</u></b></p> <p>1. Business Certified as OCLSB and DVBE  If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%.</p> <p><b>C. <u>Subcontractors:</u></b>  If bidder is submitting subcontractors to qualify for the OCLSB or DVBE preference, bidder must demonstrate through the Staffing Plan that 20% of the total bid amount is allocated to the OCLSB and/or DVBE subcontractor(s).</p> <p><b>*NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS.</b></p>	Points Based	<p>8  <i>(1.6% of Total)</i></p>
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## **SECTION 5. COST PROPOSAL**

### **SYSTEM BUILDOUT**

#### **One Time Fix Rate**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Phase One - Instrument Development and Proxy Model Build: Shall include but not be limited to discovery, data onboarding, engagement of instrument development and proxy model selection and construction. Creating an operational instrument with depth of available proxy data and numbers.	1	Each		
2	Phase Two - Platform Configuration, Integration, and Training: Shall include but not be limited to ICMS integration architecture, module activation set, training cohort size, dashboard scope, and reporting tool.	1	Each		
3	Phase Three - Operational Go-Live and Performance Validation: Shall include but not be limited to first operational support, booster training, live performance monitoring formal initiation of the OC-specific local validation cycle as population outcome data begins to accumulate.	1	Each		
<b>TOTAL</b>					

## TRAINING

Pricing where applicable

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Staff Training - Virtual Training up to 250 participants	1	Per session		
2	Staff Training - In person Training up to 250 participants	1	Per session		
3	Train the Trainer - Virtual Training up to 100 participants	1	Per session		
4	Train the Trainer - In person Training up to 100 participants	1	Per session		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Curriculum and Materials [*]	1	each		
[*] Denotes item is taxable Sales Tax (@ 9.25%)					
<b>TOTAL</b>					

## ANNUAL CHARGES

Pricing where applicable

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual License	1	Year		
2	Annual Support & Maintenance Year 1	1	Year		
3	Extending Annual Support and Maintenance Year 2	1	Year		
4	Extending Annual Support and Maintenance Year 3	1	Year		
5	Extending Annual Support and Maintenance Year 4	1	Year		
6	Extending Annual Support and Maintenance Year 5	1	Year		
<b>TOTAL</b>					

## SECTION 6. VENDOR RESPONSES

Responses must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. **Response (Part 3) shall not exceed the 50 Page Maximum Page Limit. No Exceptions.**

*Note: Responses that exceed the page limit noted above will be disqualified from further consideration.*

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

Cover Page, Table of Contents, dividers and County forms will not count towards the page limit.

**Part 1 - Compliance Statements (will not count against the page limit)**

**Part 2 - Company Profile & References (will not count against the page limit)**

**Part 3 - Respondent's Responses (counts against the page limit, no exceptions)**

## **6.1 PART 1: COMPLIANCE STATEMENTS**

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

\*indicates that it is required.

### **6.1.1 Validity of Response\***

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

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

*Maximum response length: 100 characters*

\*Response required

### **6.1.2 Certification of Understanding\***

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

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

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

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

☐ Please confirm

\*Response required

**6.1.3 Minimum Qualifications/Requirements Statement\***

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

☐ Please confirm

\*Response required

**6.1.4 Certificate of Insurance \***

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

☐ Please confirm

\*Response required

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

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

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

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

**6.1.6 Conflict of Interest\***

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

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

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

- A. Any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, affect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.

B. Any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

☐ Yes

☐ No

\*Response required

When equals "Yes"

**6.1.7 Conflict of Interest Follow Up Question 1\***

Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, affect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.

\*Response required

When equals "Yes"

**6.1.8 Conflict of Interest Follow Up Question 2\***

Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

\*Response required

**6.1.9 Statement of Compliance\***

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

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

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

☐ Yes

☐ No

\*Response required



When equals "No"

**6.1.10 Attachment for each proposed exception must include:\***

- A. The RFP page number and section of the provision Respondent is taking exception to;
- B. The complete provision Respondent is taking exception to;
- C. The Respondent's suggested rewording;
- D. Reason(s) for submitting the proposed exception; and
- E. Any impact the proposed exception may have on cost, scheduling, or other areas.

\*Response required

**6.1.11 Non-Collusion Declaration\***

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

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

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

\*Response required

**6.1.12 Non-Collusion Declaration - A\***

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

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

- ☐ Yes
- ☐ No

\*Response required

When equals "Yes"

**6.1.13 Reason for Collusion:\***

\*Response required

**6.1.14 Non-Collusion Declaration - B\***

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

**Respondent must select one (1). A "Yes" answer may preclude you from moving forward in the solicitation Process.**

- ☐ Yes

☐ No

\*Response required

When equals "Yes"

**6.1.15 Provide names of competing firms: \***

\*Response required

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

Respondent must certify either Yes or No:

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

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

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

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

\*Response required

**6.1.18 Name/Ownership Changes:\***

Respondent must certify either Yes or No below:

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

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

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

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

\*Response required

**6.1.20 The Levine Act: County of Orange Campaign Contribution Disclosure\***

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

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

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

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

\*Response required

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

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

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

☐ Please confirm

\*Response required

**6.1.22 Preference Policy - OCLSB/DVBE\***

Orange County Local Small Business (OCLSB) or a Disabled Veteran Business Enterprise (DVBE)

To participate as an OCLSB and/or DVBE, the requirements in the [OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS](#) must be met

☐ Yes

☐ No

\*Response required

When equals "Yes"

**6.1.23 OC Local Small Business (OCLSB) Preference And Disabled Veteran Business Enterprise (DVBE) Certifications\***

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

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

\*Response required

**6.1.24 Contract Signatures\***

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

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

☐ Please confirm

\*Response required

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

☐ Please confirm

\*Response required

**6.2 PART 2: COMPANY PROFILE & REFERENCES**

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

\*indicates that it is required.

**6.2.1 Company Legal Name:\***

\*Response required

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

\*Response required

**6.2.3 Unique Entity Identifier Number (UEI) \***

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

\*Response required

**6.2.4 California Secretary of State registration - active and in good standing \***

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

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

\*Response required

**6.2.5 D-U-N-S Number\***

Please provide your company's DUNS number.

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

\*Response required

**6.2.6 Federal Taxpayer ID Number:\***

\*Response required

**6.2.7 California Department of Justice, Office of Attorney General active registration\***

Please provide your active (registration status is current)

- RCT Registration Number
- Renewal/Expiration Date

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

\*Response required

**6.2.8 DIR Registration No.:\***

Please enter your DIR (Department of Industrial Relations) Public Works Registration Number.

\*Response required

**6.2.9 DVBE Certification No.:\***

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

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

\*Response required

**6.2.10 SBA Certification No.:\***

Enter certification number

\*Response required

**6.2.11 Corporate Office Address\***

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

\*Response required

**6.2.12 Local Business Address(es):\***

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

\*Response required

**6.2.13 Telephone Number:\***

\*Response required

**6.2.14 Fax Number:\***

\*Response required

**6.2.15 Email Address:\***

\*Response required

**6.2.16 Length of time Respondent has been in business:\***

\*Response required

**6.2.17 Length of time at current location:\***

\*Response required

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

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

\*Response required

**6.2.20 Is Respondent incorporated?\***

☐ Yes

☐ No

\*Response required

When equals "Yes"

**6.2.21 If yes, State of Incorporation:\***

\*Response required

When equals "Yes"

**6.2.22 Contract Signature Authority - Executive Signature\***

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

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

\*Response required

When equals "Yes"

**6.2.23 Contract Signature Authority - Financial Signature\***

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

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

\*Response required

When equals "No"

**6.2.24 Contract Signature Authority\***

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

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

\*Response required

**6.2.25 Regular business hours:\***

\*Response required

**6.2.26 Regular holidays observed:\***

\*Response required

**6.2.27 Contact person in reference to this RFP:\***

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

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

\*Response required

**6.2.28 Contact person for Accounts Payable:\***

Please include the following information in this response:

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

\*Response required

**6.2.29 Contact person for Project Manager:\***

Please include the following information in this response:

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

\*Response required

**6.2.30 Company Emergency Contact\***

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

- Full Name (First and Last) of contact during non-business hours
- Telephone Number (including area code)
- Fax Number (including area code), if applicable
- Cell Phone Number (if different than regular phone)
- Full Email Address

\*Response required

**6.2.31 References\***

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



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

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

\*Response required

### **6.3 PART 3: RESPONDENT'S RESPONSE**

**This section shall not exceed the page limit. No Exceptions.**

*Note: Responses that exceed the page limit noted above will be disqualified from further consideration.*

#### **6.3.1 Respondent's Response\***

Please upload responses for each of the Scoring Criteria.

\*Response required

#### **6.3.2 Proposed Staffing/Key Personnel Plan\***

**Respondent shall use County form provided, otherwise all other pages used for this section will be counted against Respondent's page limit.**

- [Key Personnel-Staffing Plan...](#)
- [Key Personnel-Staffing Plan...](#)

\*Response required

#### **6.3.3 Certification Regarding Debarment\***

Please download the below documents, complete, and upload.

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

\*Response required

#### **6.3.4 Additional Information (Optional)**

**Any pages provided in this section will be counted against the Respondents page limit.**

Respondent may provide any additional information or documentation that demonstrates their ability to perform services. Please do not upload any information already provided in any previous responses.

## **SECTION 7. OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS**

### **County of Orange Local Small Business (OCLSB) Preference and Disabled Veteran Business Enterprise (DVBE) Preference Policies Certification Requirements**

#### **7.1 OCLSB:**

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

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

#### **A. Local Business Requirements:**

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

#### **B. Small Business Requirements:**

1. Must be certified as a Small Business by the State of California Department of General Services (DGS): and,

#### **C. Above requirements must be valid at the time of proposal submittal through the time of award of the contract. The terms and conditions of the contract shall additionally require the contractor to remain in compliance with the Local Business requirements (pursuant to subsection (a) above) through the term of the contract, including any extensions or renewals, and shall provide that contractor's failure to comply may be construed by County as a material breach of the contract.**

## 7.2 DVBE:

Effective January 1, 2021, County of Orange Board of Supervisors adopted the DVBE Preference policy. The DVBE Preference policy supports local business opportunity, economy and the development of County's tax base, and in addition recognizes the service and sacrifice given by the men and women of our Armed Forces.

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

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

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

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

## 7.3 OCLSB/DVBE CERTIFICATION REQUIREMENTS:

**County Of Orange Local Small Business (OCLSB) Preference And Disabled Veteran Business Enterprise (DVBE) Certification Requirements**

- A. To participate as an OCLSB and/or DVBE the following requirements must be met:
  - 1. Must be certified with State of California the Department of General Services (DGS) as a Small Business. - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
  - 2. Must be certified with DGS as a DVBE. - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
  - 3. Maintains their principal center of operations (i.e. headquarters) within Orange County.
  - 4. Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.
  - 5. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response.
- B. OCLSB or DVBE Preference provides for the following:
  - 1. Invitation for Bid – IFB  
A five percent (5%) deduction in the original bid price shall be applied to all

confirmed OCLSB or DVBE bidders for evaluation purposes. If the lowest bidder is a certified OCLSB or DVBE bidder, the contract will be awarded at the certified OCLSB or DVBE's original bid price. The maximum allowable preference deduction is \$100,000.

2. Request for Proposal - RFP

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

C. Dual OCLSB and DVBE Preference provides for the following:

1. Business Certified as OCLSB and DVBE

If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%.

D. Subcontractors

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

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