

# **ORANGE COUNTY**

# Domestic Violence Programs Act REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSOQ)

# For the Provision of Domestic Violence Shelter Based Services Program

**Statement of Qualifications** 

(SOQ) Due Date: April 19, 2007 at 3:00 PM

Contract Start Date: July 1, 2006

RFSOQ INITIATED BY:COUNTY OF ORANGE, Housing & Community Services
Department, Community Investment Division
1300 South Grand, Building B, 3<sup>rd</sup> Floor
Santa Ana, CA 92705
(714) 567-7522

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# DOMESTIC VIOLENCE SHELTER BASED SERVICES PROGRAM REQUEST FOR STATEMENT OF QUALIFICATIONS

#### I. REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSOQ) ESSENTIALS

This Request for Statement of Qualifications (RFSOQ) solicits a Statement of Qualifications (SOQ) from interested and eligible entities. Whereas there are references in the text to both, please note that the RFSOQ and SOQ are two (2) separate and distinct documents.

#### A. Purpose and Vision

- The purpose of this RFSOQ is to solicit eligible domestic violence shelter based services programs consistent with the California Welfare and Institution Code, Sections 18294-18298, that provide direct emergency crisis shelter services to victims of domestic violence and their children. The California Welfare and Institution Code, Sections 18294-18298, were recently revised by Assembly Bill (AB) 2084.
- The County of Orange ("the County") intends to fund eligible domestic violence shelter based services programs that demonstrate the ability to maximize the limited funds available through this RFSOQ.
- 3. Through this RFSOQ, the County intends to increase the number of crisis beds available to victims of domestic violence and their children.
- 4. The vision of the Domestic Violence Shelter Based Services Program is to strengthen and increase the services available to the victims of domestic violence and their children.

### B. Applicant Eligibility

- This RFSOQ is directed to nonprofit, private and/or public domestic violence shelter based services
  programs that are located in Orange County. Only domestic violence shelter based services
  programs that provide direct services to victims of domestic violence and their children under the
  age of 18 will be considered for funding under this SOQ.
  - a. The County reserves the right to conduct a site visit to the shelters (including drop-in center sites) to verify the existence of adequate facilities for the provision of services indicated in the applicant's SOQ. Shelter locations will remain confidential.
  - b. Non-profit applicants (the term "Applicant" or "Applicants," "Proposer or "Proposers," and "Contractor" or "Contractors" all refer to respondents to this RFSOQ, and are used interchangeably herein) must provide proof of the organization's 501(c)(3) Federal tax exemption status.
  - c. For-profit applicants must submit a copy of their IRS W-9 certification.
- 2. Applicant organizations **must** have a policy-making board. Domestic violence programs under a larger umbrella agency must have a policy-making board whose primary function is the administration of the domestic violence emergency crisis shelter program. The separate policymaking board may be the same as the executive board of the umbrella agency.
- Applicant organizations must have operated their domestic violence emergency crisis shelter program for a minimum of two (2) years in an undisclosed/confidential location in Orange County.
- Applicant organizations must demonstrate their primary service focus is on victims of domestic violence and their children and that service capabilities are in accordance with Section IV.A of this RFSOQ, Eligibility Requirements.
- 5. An applicant **must** provide proof of ability to provide at least 30% cash and/or in-kind local matching share of the grant amount. Other funding from the County cannot be used to meet this match.
- Applicant agencies must provide a revenue disclosure listing all revenues received in FY 2005-06

- and the anticipated revenues for FY 2006-2007.
- 7. Applicant organizations must certify that they do not provide for the advancement or aid to any religious sect, church or creed <u>for purpose that is sectarian in nature</u>, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.
- 8. Applicants must meet all requirements in the model agreement hereby referred as Exhibit B.

#### C. Fund Availability

- It is anticipated that a total of \$792,000 will be available for FY 2007-2008 to fund domestic violence shelter based services programs within Orange County, consistent with the guidelines contained in this RFSOQ.
- 2. The total fund availability may change without advance notice to proposers.
- All contracts initiated as a result of this RFSOQ process are subject to funding fluctuations, since they are based on projections and estimates of amounts which will be generated by marriage license fees and batterer's fees.
- 4. The County reserves the right to fund the number of domestic violence shelter based services programs that ensures bed availability and geographic coverage of Orange County in order to maximize and leverage existing resources.
- 5. As additional funding and/or funding streams become available, the County reserves the right to continue to fund existing Domestic Violence contractors, competitively procure other providers, or fund additional activities that are in the best interest of the County.

#### D. Contract Award

Contracts entered into as a result of this RFSOQ process will be for a 12 month period (July 1, 2007 through June 30, 2008).

- a. The County may, at its discretion, elect to contract for up to four (4) additional one year periods based upon contractor performance (as specified in this RFSOQ and/or resulting contract), fund availability and ongoing community needs.
- b. The County reserves the right to release a new RFSOQ at any time prior to the end of the five (5) year period.

#### E. Accessing the RFSOQ

- 1. The RFSOQ is available through the following methods:
  - a. It can be downloaded from <a href="http://www.SPD.ocgov.com/Domestic.aspx">http://www.SPD.ocgov.com/Domestic.aspx</a> in Adobe Acrobat pdf file or in Microsoft Word format.
  - b. A hard copy can be picked up at the Housing & Community Services Department/Community Investment Division offices at: 1300 South Grand, Building B, 3<sup>rd</sup> Floor, Santa Ana, CA 92705.
- 2. Proposers must have email, internet and computer capabilities, since the County intends to use these technologies to facilitate communications regarding this RFSOQ process and the operation of any programs funded through this RFSOQ activity.

#### F. Proposed Time Schedule

The following dates are tentative and are subject to revision without further notice by the County – All times referenced throughout this RFSOQ refers to Pacific Standard Time:

RFSOQ Activity	Tentative Dates
Release of RFSOQ	March 19, 2007
Due Date for Submission of Written Questions	March 29, 2007 at 5 p.m.

Due Date for Statement of Qualifications (SOQ)	April 19, 2007 at 3:00 PM
SOQ Evaluation Activities	April 24 - 30, 2007
Notification to Providers	May 3 – 4, 2007
Contract Negotiation and Preparation	May 7 – 30, 2007
Board of Supervisor's Approval	June 19 or 26, 2007
Initial Contract Dates	July 1, 2006 – June 30, 2007

#### II. DOMESTIC VIOLENCE PROGRAMS ACT GENERAL INFORMATION

#### A. Background Information

The California Welfare and Institutions Code, Section 18290, provides the background information for the Domestic Violence Shelter Based Services Program:

The Legislature hereby finds and declares that there is a present and growing need to develop innovative strategies and services which will ameliorate and reduce the trauma of domestic violence. There are hundreds of thousands of persons in this State who are regularly beaten. In many such cases, the acts of domestic violence lead to the death of one of the involved parties. Victims of domestic violence come from all socioeconomic classes and ethnic groups, though it is the poor who suffer most from marital violence, since they have no immediate access to private counseling and shelter for themselves and their children. Children, even when they are not physically assaulted, very often suffer deep and lasting emotional effects, and it is most often the children of those parents who commit domestic violence that continue the cycle and abuse their spouses.

The Legislature further finds and declares that there is a high incidence of deaths and injuries sustained by law enforcement officers in the handling of domestic disturbances. Police arrests for domestic violence are low, and victims are reluctant to press charges or make citizens arrests. Furthermore, instances of domestic violence are considered to be the single most unreported crime in the state. It is the intention of the Legislature to begin to explore and determine ways of achieving reductions in serious and fatal injuries to the victims of domestic violence and begin to clarify the problems, causes, and cures of domestic violence. In order to achieve these results, it is the intention of the Legislature that the State shall support projects in several areas throughout the State for the purpose of aiding victims of domestic violence by providing them a place to escape the destructive environment.

#### B. Legislative Funding Authority

- 1. Marriage License Fees On June 4, 1980, California Governor Edmund G. Brown Jr. signed into law SB 1246 (Presley) which increased the fee for each marriage license issued by \$8 and authorized the deposit of this increase into a separate Domestic Violence Program Special Fund (DV Fund), created pursuant to Section 18305 of the California Welfare and Institutions Code, to be administered by the County. On August 17, 1982, Governor George Deukmejian approved SB 1330, which amended Section 26840.8 of the Government Code and Section 18305 of the California Welfare and Institutions Code, authorizing an additional \$5 increase to the marriage license fee to be collected and deposited in the DV Fund. On January 1, 1985, SB 1364 increased the fee by an additional \$6 and on December 14, 1993, SB 5 again increased the fee by \$4. These fee increases have raised the total amount collected from each marriage license fee for deposit in the DV Fund to the present total of \$23.
- Batterer's Fees In 1995, SB 169 amended Penal Code Section 1203.097, allowing one-third (1/3<sup>rd</sup>) of the fee collected by the Courts from convicted batterers to be deposited into the DV Fund created pursuant to Section 18305 of the California Welfare and Institutions Code. In 2003, AB 352, increased the amount of the fine deposited into the DV Fund to two-thirds (2/3<sup>rd</sup>) if certain criteria

are met.

#### C. Administration

- 1. The legislation further specifies that the County is to name a local agency to administer the program and that up to 8% of the funds made available be set aside for administration of the program.
- 2. The Orange County Board of Supervisors has designated Housing & Community Services Department/Community Investment Division (HCS/CID) to administer the program.

#### **III. DEFINITIONS**

The following definitions from the Domestic Violence Centers Act, Welfare & Institutions Code Section 18291 apply both to this RFSOQ and to any SOQ submitted.

- Domestic Violence means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
- "Cohabitant" means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:
  - a. Sexual relations between the parties while sharing the same living quarters
  - b. Sharing of income or expenses
  - c. Joint use or ownership of property
  - d. Whether the parties present themselves as husband and wife
  - e. The continuity of the relationship
  - f. The length of the relationship
- 3. **Domestic Violence Shelter** means a shelter for domestic violence victims that meets all of the following requirements:
  - a. Provides shelter in an undisclosed and secured location
  - b. Provides staff that meets the requirements set forth in Section 1037.1 of the Evidence Code
  - c. Meets the requirements set forth in Section 18294 of the California Welfare and Institutions Code
- 4. "Undisclosed" means a location that is not advertised or publicized.

#### IV. FUNDING

#### A. Eligibility Requirements

Consistent with the California Welfare and Institutions Code, Sections 18294-18298:

- 1. Funding shall be given to agencies and organizations whose primary function is to administer domestic violence shelter based services programs.
- In order to be eligible for funding, a domestic violence shelter based services program shall demonstrate its ability to receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any Domestic Violence Program state or county funds.
- 3. Domestic violence shelter based services programs shall provide all of the following basic services to victims of domestic violence and their children:
  - a. Shelter on a 24 hours a day, seven (7) days a week basis
  - **b.** A 24 hours a day, seven (7) days a week switchboard for crisis calls
  - c. Temporary housing and food facilities

- d. Psychological support and peer counseling
- e. Referrals to existing services in the community
- **f.** A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for supportive services
- **g.** Arrangements for school-age children to continue their education during their stay at the domestic violence shelter based services program
- h. Emergency transportation as feasible
- 4. To the extent possible, and in conjunction with already existing community services, the domestic violence shelter based services programs shall provide a method of obtaining the following additional services for victims of domestic violence:
  - a. Medical care
  - b. Legal assistance
  - c. Psychological support and counseling
  - d. Information regarding other social services
- 5. Programs that receive funding shall, to the extent feasible, provide services to persons with a physical disability who are victims of domestic violence. If the program cannot provide the services, then the program staff, to the extent feasible, shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
- 6. The staff of the domestic violence shelter based services program shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter based services programs.
- 7. The staff of each domestic violence shelter based services program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
- 8. Volunteers shall be trained and used to maximum capacity in the delivery of services.
- 9. Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.
- 10. Inasmuch as domestic violence shelter based services programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter based services program's personnel shall be bilingual.
- 11. An effort shall be made to recruit formerly battered spouses as staff members.

#### B. Funding Policy

- 1. It is the intent of this program to increase the availability of domestic violence emergency shelter beds for victims of domestic violence and their children throughout Orange County. Funds granted under this RFSOQ will be allocated to eligible domestic violence shelter facilities with programs that are consistent with the purpose and priorities of this RFSOQ.
- 2. Funds will be used exclusively for the operation and administration of domestic violence shelter based services programs.
- 3. For PY 2006-2007, four (4) domestic violence emergency shelters were funded through this program.
- 4. Funding awarded through this RFSOQ process will be apportioned in two parts as follows:
  - a. Base funding Each contractor will be given approximately \$50,000 as base funding
  - Bed capacity The remaining funds will be apportioned based on each shelter's bed capacity.
     Bed capacity for purposes of funding is defined as a bed that can reasonably accommodate an

adult.

- (1) Proposers must certify the total number of adult beds at the domestic violence emergency shelter on the cover page of their SOQ submission.
- (2) Prior to contracts being executed, the County will verify the total number of adult beds that are available for each potential contractor through a site visit (See "Exhibit C Site Visit Form").
  - (i) The County reserves the right to make additional site visits throughout the duration of each contract awarded as a result of this RFSOQ to verify ongoing shelter capacity.
  - (ii) If the total number of a contractor's adult beds decreases for more than 30 days during the term of the contract, the County reserves the right to decrease the contractor's bed capacity portion of the funding using the same methodology in which funds were originally apportioned.
- c. The base funding amount and the bed capacity amount will be added together to make the total allocation for each contractor under this RFSOQ.
- d. The County reserves the right to adjust funding at any time if it is determined to be in the best interest of the County.
- e. Contractor's monthly invoice shall not exceed 10% of the total Contractor's annual funding amount during any given month and is subject to the availability of revenue collected by the County for the Domestic Violence Program.

#### V. PROJECT AND SCOPE

- A. Goals and Objectives
  - Goals:
    - To provide temporary emergency and crisis services to victims of domestic violence and their children.
    - b. To provide resource connections for victims of domestic violence and their children so they can make an appropriate transition into a long-term, safe living environment.

#### Objectives:

- a. Provide an immediate, safe environment for victims of domestic violence and their children, including but not limited to:
  - (1) Shelter
  - (2) Food
  - (3) Clothing
- Provide information to victims on the array of services that are available and provide education and counseling on topics pertaining to domestic violence and recovery, including but not limited to:
  - (1) Individual counseling
  - (2) Group counseling/Educational classes
  - (3) Case work
  - (4) Parenting skills
  - (5) Establishing collaborative working relationships with the following entities:
    - (i) Law enforcement personnel to ensure domestic violence victim referral processes from law enforcement personnel to domestic violence shelters are effective
    - (ii) Court personnel to ensure victims of domestic violence have access to current

information on domestic violence-related court processes

- (iii) Mental health providers
- (iv) Social service agencies
- (v) Medical facilities
- (vi) Education institutions
- (vii) Community-based organizations

#### B. Target Population:

- 1. Domestic Violence Shelters provide services for victims of domestic violence and their children, regardless of gender, age, language or disability.
- 2. Shelters must provide staff members who are multicultural, multilingual, and are able to work effectively with non-English monolingual clients and their children.
- Geographical/Regional Service Area Proposer must be located in Orange County and provide services to domestic violence victims who reside anywhere in Orange County or other areas as appropriate.

#### C. Service Delivery:

- Community Resource and Referral The proposer will be responsible for actively linking program
  participants with other needed services and follow-up to ensure that the linkage was successful.
  The proposer must establish itself as an active participant in the local social service network and
  advocate within such network for the timely and comprehensive response to the needs of to victims
  of domestic violence and their children.
- 2. One-Stop Center Referral The proposer will be responsible for actively referring and linking jobneedy clients to their regional One-Stop Center for employment and training services.
- 3. Service Duration Shelter services provided under this contract are not to exceed forty-five (45) days for each family or household member in a fiscal year unless otherwise approved in writing by County.
  - a. Proposer must identify substance abuse problems among participants and make appropriate referrals.
  - b. Proposer must pursue other funding support beyond the County Domestic Violence Fund.
- 4. If proposer does not have enough available beds to accommodate the domestic violence victim(s), the proposer agrees to:
  - a. Provide referrals to other County-funded domestic violence shelters; or
  - b. Provide direct referrals to other appropriate shelters to ensure the safety of the victim(s).

#### D. Data Collection and Reporting Requirements

- 1. An annual report shall be prepared for submission to the county board of supervisors by the twentieth (20<sup>th</sup>) of January of each contract year. The report shall be made available to the public upon request, and shall include all the following elements:
  - a. The total number of persons requesting services of the domestic violence shelter based services programs.
  - b. The number of persons served in the domestic violence shelter based services programs, by each type of service provided.
  - c. A description of the social and economic characteristics of persons receiving services, by type of service provided.
- 2. Monthly Invoices are due the twentieth (20<sup>th</sup>) of the month following the month the expenditures were made.

- 3. Program-Generated Revenue Report is due the twentieth (20<sup>th</sup>) of the month, or as required by the County, that at a minimum contains the following information:
  - a. Revenue
    - (1) Client Fees
    - (2) Contributions
    - (3) Interest on Domestic Violence grant funds from the County of Orange
    - (4) Domestic Violence related grant funds
    - (5) Other Income
  - b. Program Expenditures
    - (1) Salaries and Benefits
    - (2) Other Operating Expenditures
    - (3) Professional Services
    - (4) Property Equipment
    - (5) Insurance & Bond
  - c. Unspent Revenue
- 4. Quarterly Reports Contractors must provide Quarterly Reports to the County which are due on the twentieth (20<sup>th</sup>) of the first subsequent month following the end of each quarter or as required by the County: At a minimum the Reports must contain the following information in a County approved format:
  - a. Customer Demographic Information
    - (1) Ethnicity
    - (2) Age
    - (3) Family Status
    - (4) Family Size
    - (5) Monthly Income
  - b. Program Statistics
    - (1) Number of adult residents
    - (2) Number of child residents
    - (3) Total number of adult and child bed days
    - (4) Number of adult residents who received individual and group counseling
    - (5) Number of child residents who received counseling of any kind
    - (6) Number of hotline calls received
    - (7) Other Domestic Violence Education Groups
- 5. Monitoring Requirements In order for the County to monitor the domestic violence shelter based services programs, contractors must collect and provide the following information:
  - a. Number of persons requesting services
  - b. Number of persons receiving services according to the type of services provided
  - c. Need, if any, for additional services or staffing
- 6. Contractors must collect for submission to the County when requested:

- (1) Board Minutes
- (2) Quarterly Customer Satisfaction Surveys
- 7. The County reserves the right to modify the categories, data submission criteria and format of the reports at any time.
- E. Quarterly Domestic Violence Team Meetings Contractors will be required to attend quarterly meetings with HCS/CID designated Domestic Violence Program Coordinator.

#### VI. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

- A. Due Date and Time
  - 1. SOQs are due by **April 19, 2007, 3:00 p.m.** to:

**Housing & Community Services Dept./Community Investment Division** 

1300 South Grand, Building B, 3<sup>rd</sup> Floor

Santa Ana, CA 92705

Attention: Domestic Violence RFSOQ Team

- 2. Exact time of SOQ submission will be affixed to the SOQ.
  - a. It is the sole responsibility of the submitting agency to ensure their SOQ is received by the submission deadline. Postmarks will <u>not</u> be accepted as proof of delivery. Submitting agencies will bear all risks associated with delays in the U.S. Mail.
  - b. The County reserves the right to reject all SOQ submitted after the closing date and time.
- 3. SOQ must be signed by an authorized representative of the applicant agency.
- 4. Faxed submissions will not be accepted.
- B. Number of Required SOQs to be Submitted
  - 1. Applicants must submit:
    - a. Two (2) signed original SOQs;
    - b. Six (6) complete copies of the SOQ; and
    - One (1) electronic version saved in Microsoft Word on CD-ROM(s), memory key(s) or diskette(s). Optional Attachments can be submitted in Excel or PDF format.
- C. Questions regarding the RFSOQ and RFSOQ Process
  - 1. All questions must be in writing and emailed to: <a href="RFSOQ-DV@hcs.ocgov.com">RFSOQ-DV@hcs.ocgov.com</a>.
  - 2. Questions should specify the relevant RFSOQ section, page number, and/or form name. The County reserves the right to group similar questions when providing answers.
  - Any questions or contacts regarding this RFSOQ or any matter relating thereto must be submitted in writing. County personnel are not permitted to answer questions or discuss the RFSOQ other than through this procedure.
  - 4. All proposers' questions and answers will be accessible at: <a href="http://www.SPD.ocgov.com/Domestic.aspx">http://www.SPD.ocgov.com/Domestic.aspx</a> according to the following timeframes:
    - a. Questions received in writing by March 29, 2007 at 5:00 PM will be available on the website listed above by April 4, 2007 at approximately 5:00 PM.
    - b. Questions received after March 29, 2007 at 5:00 PM will not be answered.
  - 5. It is the proposer's sole responsibility to access the <a href="http://www.SPD.ocgov.com/Domestic.aspx">http://www.SPD.ocgov.com/Domestic.aspx</a> website throughout the entire process to obtain the most up-to-date information regarding this procurement. If, for some reason, an addendum or modification to the RFSOQ needs to be issued, it will immediately be available on the <a href="http://www.SPD.ocgov.com/Domestic.aspx">http://www.SPD.ocgov.com/Domestic.aspx</a> website.
- D. Compliance with RFSOQ Requirements

SOQ responses are to comply with the requirements and provide the information as detailed in this RFSOQ document. Submissions that are incomplete, out of order, lack requested information or required support documents, have an inadequate number of copies, or have other content error or deficiencies, may be rejected.

- E. SOQ Format and Materials The SOQ must follow these format guidelines. If any guideline is omitted, the SOQ may be deemed non-responsive, eliminated from further review, and not considered for funding.
  - 1. Must use a 12-point font size, with the exception of charts, tables or graphs that may be included, in the SOQ submission.
  - 2. 8 ½ x 11inch paper with single line spacing, with the exception of charts and tables.
  - 3. Pages must be numbered sequentially.
  - 4. Must use a one-inch border on all sides with the exception of the footer, which can be less.
  - 5. Must maintain the same sequential order as listed in "Exhibit D" and must not exceed the limit of pages as identified in each attachment of the RFSOQ.
  - 6. Must be single-sided (all copies and the originals) with the exception of pre-printed additional attachments (e.g., an attached brochure does not need to be single-sided).
  - 7. Supporting documentation may be included as attachments but must be appropriately identified.
  - 8. All SOQs must be stapled and secured. SOQs may **not** be submitted in binders.
  - Proposers are asked to designate an internet email address on their SOQ cover sheet. Please
    notify the County immediately if at any time you cannot receive messages via email. The County
    will not return SOQ responses or exhibits to proposers.

#### **VII. SOQ EVALUATION PROCESS**

- A. Conflict of Interest To avoid conflicts of interest or the appearance of conflicts of interest and to eliminate the possibility of exerting undue influence over the process, proposers should not contact HCS/CID staff or County elected officials charged with oversight of these programs regarding this RFSOQ during the evaluation process.
- B. SOQ Evaluation Criteria Each SOQ will be evaluated on its own merits. The emphasis will be on conciseness, clarity, relevance, and strict adherence to all the guidelines in this RFSOQ and instructions on the application forms. It will be understood and accepted by the proposer that all decisions and the degree to which a SOQ meets the evaluation criteria and the overall needs of the County are within the purview and judgment of the County. A review panel will evaluate all SOQ that pass the initial compliance review.
- C. HCS/CID staff retains the right to accept, reject, or negotiate SOQ received as well as reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties, deemed reasonably correctable or otherwise not warranting rejection of the SOQ. Any waiver will not otherwise excuse a proponent from full compliance.
- D. There will be two (2) screening levels used in the evaluation process. Applicant agencies must pass the first level of screening in order to move onto the next. Only those applicants who successfully pass both levels of screening will be eligible to be recommended for program implementation and funding. HCS/CID will make funding recommendations to the County Board of Supervisors, who have final authority in the selection of the programs and allocation of funds to be awarded through this RFSOQ.

#### 1. Applicant Eligibility and SOQ Responsiveness (Level 1)

- a. All SOQ will be reviewed for responsiveness to this RFSOQ (See "Exhibit D SOQ Responsiveness"). SOQ that do not meet the SOQ responsiveness criteria will be eliminated from further consideration.
- o. All applicants will be pre-screened to ensure compliance with the applicant eligibility requirements (See "Exhibit E Applicant Eligibility Form"). Applicants that do not meet these eligibility requirements will be eliminated from further consideration.

#### 2. The SOQ Review Team (Level 2)

- a. The SOQ Review Team will consist of individuals who have experience administering domestic violence shelter based services programs, members of the domestic violence assistance community who are not applying for funding under this RFSOQ, or other County and local government representatives.
- b. Each reviewer will independently screen each SOQ against the eligibility requirements.
- c. Only those SOQ that pass the reviewers' screening will be considered for funding.
- d. Site visits will be conducted for those shelters that are being recommended for funding (See "Exhibit C Site Visit Form").

#### VIII. PROTESTS

- A. Proposers are advised that protests of specifications, terms, conditions or any other aspect of this solicitation must be made prior to the closing date and deadline for receipt of SOQ. Protest of specifications and solicitation terms and conditions made after that date and time will not be considered by the County.
- B. Protests related to the award of contract from this RFSOQ must be filed in writing within five (5) working days after the protester knew or should have known the facts giving rise thereto in which SOQ are selected for award.
- C. Protests must be in writing and may be transmitted by fax: (714) 834-7132 or mailed to the attention of Janine Boiarsky, Deputy Purchasing Agent; HCS/Community Investment Division, 1300 S. Grand Ave., Bldg. B, 3<sup>rd</sup> Floor; Santa Ana, CA 92705.
- D. All protests shall include the following information:
  - 1. The name, address and telephone number of the protestor;
  - 2. The signature of the protestor or the protestor's representative;
  - 3. The title of the solicitation which is "Domestic Violence Programs Act RFSOQ 2007";
  - 4. A detailed statement of the legal and/or factual grounds for the protest; and
  - 5. The form of relief requested.
- E. The Deputy Purchasing Agent will, within ten working days, issue a decision in writing which shall state the reason for the actions taken. If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester shall file a written appeal to the County Purchasing Agent. If the Purchasing Agent determines that the protester has complied with all procedural requirements, he shall forward the protest on to the Procurement Appeals Board. A hearing will be held with both the protestor and the County presenting their positions to a representative group of members of the Procurement Appeals Board. Only those members with no conflict of interest in the contract solicitation or award process will be permitted to serve on the hearing panel. The Procurement Appeals Board, after hearing both sides of the appeal, will issue a decision in writing to the protestor with a copy to the Purchasing Agent or Deputy Purchasing Agent, the CEO, and the Board of Supervisors. If the protester wishes to appeal the decision of the Procurement Appeals Board, the protester must do so to the County Board of Supervisors. The County's decision shall be conclusive and binding regarding the protest unless the contractor commences action in a court of competent jurisdiction.
- F. Finality of Decision The decision by the County shall be final unless an action is timely filed in a court of competent jurisdiction.

#### IX. GENERAL CONDITIONS

- A. Designation of Applicant Representative
  - 1. In order to receive funding consideration, each SOQ must have a signed title page, stating the exact legal name of the applicant agency and their domestic violence program.
  - 2. The person or persons (e.g., agency director or chairperson of the Board) having legal authority to

bind the applicant agency in a contract, must be indicated.

#### B. Validity of SOQ

- 1. The County requires that all SOQs and/or proposals be valid for at least one hundred eighty (180) days.
- 2. Submissions not valid for at least one hundred eighty (180) days will be considered non-responsive.
- 3. Applicant must indicate the length of time for which the SOQ is valid.
- C. Local Matching Share Applicant agencies must provide at least 30% cash or in-kind local matching share of the total grant amount.
- D. Revenue Disclosure At the time of SOQ submission, applicant agencies will be required to provide a written statement listing all revenue received or expected to be received by the agency from Federal, State, County, and City agencies and other sources (see Attachment 8).
- E. Preparation Costs All costs of SOQ preparation will be the sole responsibility of the applicant agency.
- F. Charges to Clients Services provided to clients under this grant must be done so at no cost to the clients.
- G. Fiscal Accountability Successful applicants will be required to adhere to strict fiscal and accounting standards, which include:
  - 1. Establishment of minimum accounting records for cash receipts and value of in-kind resources as earned, expenditure checks, unpaid obligations, payroll data and disbursements, and non-expendable property.
  - 2. Establishing and maintaining of a sound financial management system, based upon generally accepted accounting principles.
  - 3. Establishment of a system of internal fiscal control to safeguard assets, checks the accuracy and reliability for accounting data, and promote operational efficiency.

#### X. REQUIREMENTS

- A. Administrative Requirements
  - 1. The SOQ that are submitted are not to be marked as confidential or proprietary. SOQ submitted in response to this RFSOQ process may be subject to public disclosure pursuant to the California Public Records Act.
  - 2. All SOQs shall become the property of the County. The County reserves the right to make use of any information or ideas in the SOQ submitted. The selection or rejection of a SOQ does not affect these rights.
  - 3. All materials will be retained by the County of Orange.
  - 4. The County of Orange reserves the right to reject any or all SOQ and to award and contract as is in its best interest. The County of Orange reserves the right to require additional information from any responding vendor after the SOQ have been received, including the requesting of systems demonstrations by proposers.
  - 5. This announcement and its attachments are an RFSOQ and are an invitation for eligible applicants to respond. Although this solicitation is in an RFSOQ format and the County will adhere to RFSOQ conventions, the County expressly intends that this procurement is for human services and as such is not bound solely by the lowest price.
  - 6. Submission of a SOQ will constitute acceptance of all of the policies and guidelines contained in this RFSOQ.
  - 7. The County reserves the right to withdraw this RFSOQ, in whole or in its entirety, at any time without prior notice and makes no representation that any contract will be awarded to any applicant responding to this RFSOQ. Acceptance of a SOQ by the County does not constitute a contract and

- does not obligate the County to award funds. Funding is subject to final contract approval by the Orange County Board of Supervisors.
- 8. This RFSOQ procurement process is a completely open process.
- 9. This RFSOQ does not commit the County of Orange to award a contract, pay any costs incurred in the preparation of a SOQ to this request, or to procure or contract for services and supplies.
- 10. The County reserves the right to accept or reject any or all SOQ received as a result of this request, or to cancel in part or in its entirety this RFSOQ.
- 11. The County reserves the right to withdraw the RFSOQ in the event that the County determines there is a failed process defined as follows:
  - a. Response to RFSOQ is insufficient to proceed,
  - b. Responses to RFSOQ make it economically infeasible to proceed, or
  - c. Any change in circumstance, as determined by the County that would negate the requirement of the RFSOQ.
- 12. County staff will screen all SOQ for completeness and compliance with the terms and conditions of the RFSOQ (See "Exhibit D SOQ Responsiveness Checklist" and "Exhibit E Applicant Eligibility Form").
- 13. In the selection and award of services procured under this RFSOQ, the County shall ensure that any award will be made only to responsible proposers who have demonstrated an ability to perform based upon delivering comparable or related services.
  - a. The scope of services to be provided shall be in accordance with applicable Federal, State, and local laws, regulations, rules and policies, and within the specifications of this RFSOQ.
  - b. Proposers are responsible for ensuring that their proposed uses of the funds are consistent with federal and state statutes and regulations and local rules and regulations.
  - c. Proposers will be required to list the County of Orange as an additional insured on their general liability insurance policies. If there is a fee for adding the Orange County to proposer's policies, include the cost in the proposed budget (See "Exhibit A Insurance Requirements" and "Exhibit B Model Agreement").
  - d. Proposers may be subject to a pre-award survey and reference checks. Costs will be compared with pre-bid estimates collected by County staff. This may include but not be limited to a review of proposer's record keeping procedures, management systems, accounting and administrative systems.
  - e. All SOQ may be subject to negotiation following selection by the County. SOQ which cannot be successfully negotiated will not be funded.

#### B. Contract Award, Terms and Conditions

- 1. The County reserves the right to request additional data, oral discussion or presentations in support of written SOQ.
- 2. Contract negotiations that result from this RFSOQ process will be under a stringent timeline and required forms and signed agreements must be provided to the County in a timely manner.
- 3. Contracts will be finalized immediately following the selection process conducted by County staff and approved by the Orange County Board of Supervisors. Contractors must be available to quickly negotiate and execute contracts for the start date of July 1, 2007.
- 4. Initial contracts entered into as a result of this RFSOQ will be for one year from July 1, 2007 to June 30, 2008 (See "Exhibit B Model Agreement"). Based upon contractor performance and funding availability, contracts may be renewed for an additional four (4) consecutive one-year periods through June 30, 2012 at the discretion of the Orange County Board of Supervisors.
- 5. Insurance Requirements The Contractor agrees to deposit with the County prior to the provision of

- services under this Agreement, Certificates of Insurance, including all endorsements required herein necessary to satisfy the County that insurance provisions of this Agreement have been complied with, and to keep such insurance and the certificates therein on deposit with the County during the entire term of this Agreement (See "Exhibit A Insurance Requirements" and "Exhibit B Model Agreement").
- 6. Subcontracting The County retains authority before and during any contract period, to approve proposed subcontracts that amount to \$10,000 or more prior to their execution. A "Subcontractor" is defined as any person undertaking part of the work under the terms of the contract, by virtue of an agreement including a purchase order or price adjustment with the contractor.
  - a. All Contractors' subcontracts must be on file with the HCS/CID.
  - b. Contractor is fully responsible for all its subcontractors' performance.
  - c. The County retains full authority to direct contractor in all matters pertaining to subcontractors, including cancellation of subcontractor's contract.
- 7. Consistent with the California Welfare and Institution Code, Sections 18294-18298, all Contractors are subject to annual program monitoring and fiscal monitoring visits. The County shall not impose any requirement that is inconsistent with the federal Violence Against Women Act (18 U.S.C. Section 2261 et seq.). Contractor must provide all information as requested by the County. The County reserves the right to conduct additional monitoring visits as needed.

#### C. Technology

- 1. The County intends to use email, Internet and computer capabilities to facilitate communications regarding this RFSOQ process and the operation of any programs funded through this RFSOQ. All providers will maintain:
  - a. A high speed connection to the internet suitable for the size of their organization
  - b. Email accounts
  - c. At least one PC workstation with Microsoft Office Professional installed to ensure compatibility with the business documents used by the HCS/CID administrative offices
  - d. Hardware and software necessary to accomplish the above three (3) items as well as supporting the Information Technology needs of their staff and clients
  - e. Measures to protect client and program data, including but not limited to:
    - (1) Confidential client data should not be stored on a resource that can be accessed without utilizing a password.
    - (2) Printed reports and documents containing client data should be kept in a secure/locked environment.

### **INSURANCE REQUIREMENTS**

#### 1. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

#### 2. INSURANCE

- a. Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with the COORDINATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COORDINATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- b. All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.
- c. If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.
- d. The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, CEO/Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.
- e. The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the <a href="Best's Key Rating Guide/Property-Casualty/United States">Best's Key Rating Guide/Property-Casualty/United States</a> or by going on-line to "ambest.com."
- f. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth as follows:

#### Coverage

Commercial General Liability with broad form property damage Endorsement and contractual liability Automobile Liability including coverage for all owned, non-owned and hired vehicles

Workers' Compensation

#### **Minimum Limits**

\$ 1,000,000 combined single limit per occurrence \$ 2,000,000 Aggregate \$1,000,000 combined single limit per occurrence

Statutory

- g. All liability insurance required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.
- h. The County of Orange shall be added as an additional insured on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.
- i. All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and noncontributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.
- j. All insurance policies required by this Agreement shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the preprinted ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

- k. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their employment or appointment.
- I. The Commercial General Liability policy shall contain a severability of interest clause.
- m. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.
- n. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by DIRECTOR, award may be made to the next qualified proponent.
- o. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect COUNTY.
- p. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with DIRECTOR incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- q. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.
- r. The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.



### **MODEL AGREEMENT**

Please refer to the attached "Model Agreement" which is saved as a separate document but is fully incorporated herein by this reference.

**Exhibit C** 

# SITE VISIT FORM

FACILITY:	ADULT BED CAPACITY:			
MONITOR:		DATE:		
LOCATION OF FACILITIES				
	ommercial Area ack Streets	☐ Yes ☐ N		o Markets
NOTE: IF ANY OF THE FOLLOWINDEMED UNFUNDABLE:	NG RANKINGS A	RE "POOR"	OR BELOW	- THE SHELTER MAY BE
GENERAL CONDITION OF FACILITIES				
External:	□Good □Good	☐ Fair ☐ Fair	☐ Poor ☐ Poor	☐ Unsafe ☐ Unlivable
HEALTH AND SAFETY CONDITIONS				
Who inspects the shelters for health a	and safety? Whe	n?		
Bathrooms:	□Good	☐ Fair	☐ Poor	☐ Unlivable
Kitchen: Excellent Comments:	□Good	☐ Fair	☐ Poor	Unlivable
Trash/Disposal Area: Comments:	☐ Excellent	□Good	☐ Fair	☐ Poor ☐ Unlivable
General Living Areas: Excellent Comments:	□Good	☐ Fair	☐ Poor	☐ Unlivable
Potential Safety Hazards Observed Comments:	i: ☐ Yes ☐ No	0		
BASIC AMERICANS WITH DISABILITY A	СТ (ADA) <mark>С</mark> ОМРЫ	ANCE		
Bathroom Stalls				
FIRE/MEDICAL/EMERGENCY EQUIPMENT	NT			
First Aid Kit on Site: Yes Exit Signs Clearly Posted: Yes Comments:	=			

# **SOQ RESPONSIVENESS CHECKLIST**

Propos	sers:	that the SOQ is responsubmitting the SOQ to	by County staff prior to submitting the SOQ to the Evaluation Team for review to ensure asive to the described requirements. However, it may also be used as a checklist before ensure that all required attachments have been submitted. SOQ found lacking any item not be considered for review.
	Atta	chment 1– SOQ Cov	er Page: Shall be the first page of the SOQ
	Atta	chment 2	
		Attachment 2-A:	Organizational Chart
		Attachment 2-B:	List of Agency's Board of Directors
		Attachment 2-C:	Proof of the non-profit organization's 501(c)(3) Federal tax exemption status or proof of for-profit organization's IRS W-9 certification
	Atta	chment 3- SOQ Elig	ibility Requirements Matrix
	Atta	chment 4 – Program	Evaluation:
		Attachment 4-A:	Program Evaluation
		Attachment 4-B:	Audit exceptions and reportable conditions
	Atta	chment 5 – Budget	
		Attachment 5-A:	Budget Summary: Use the attached form or use the Excel Workbook provided separately on the <a href="http://www.SPD.ocgov.com/Domestic.aspx">http://www.SPD.ocgov.com/Domestic.aspx</a>
		Attachment 5-B:	Personnel Budget Detail: Use the attached form or use the Excel Workbook provided separately on the <a href="http://www.SPD.ocgov.com/Domestic.aspx">http://www.SPD.ocgov.com/Domestic.aspx</a>
		Attachment 5-C:	Sheltering Costs Summary: Use the attached form or use the Excel Workbook provided separately on the <a href="http://www.SPD.ocgov.com/Domestic.aspx">http://www.SPD.ocgov.com/Domestic.aspx</a>
	Atta	chment 6 – Assuran	ces: (Sign and attach)
	Atta	chment 7 – Agency I	nvolved in Litigation: (Fill out form, sign and attach)
		chment 8 – Revenue atting (Fill out form ar	e Disclosure: Use the attached form or create your own form using similar ad attach)

## **APPLICANT ELIGIBILITY FORM**

**Proposers:** This form will be used by County staff prior to submitting the SOQ to the Evaluation Team to ensure that the SOQ is responsive to the described requirements.

A 11 1	<u> </u>	
Annhannt	Organization:	

1.	Applicant is a nonprofit, private and/or public domestic violence emergency crisis shelters (See "Attachment 1 – SOQ Cover Page").	☐ Yes	☐ No
2.	Shelter is located in Orange County (See "Attachment 1 – SOQ Cover Page").	☐ Yes	☐ No
3.	Shelter provides direct services to victims of domestic violence and their children	☐ Yes	☐ No
4.	Proof of the nonprofit organization's 501(c)(3) Federal tax exemption status or proof of for-profit organization's IRS W-9 certification(See "Attachment 2-C")	☐ Yes	☐ No
5.	Applicant organization has a policy-making board (See "Attachment 2-B").	☐ Yes	☐ No
6.	Applicant organization has operated their domestic violence emergency crisis shelter program for a <u>minimum of two (2) years</u> in an undisclosed/confidential location in Orange County (See "Attachment 1 – SOQ Cover Page")	☐ Yes	☐ No
7.	Applicant organization's primary service focus is on victims of domestic violence and their children (See "Attachment 3 – SOQ Eligibility Requirements Matrix).	☐ Yes	☐ No
8.	Applicant organization provided proof of ability to provide at least 30% cash and/or in-kind local matching share of the grant amount (See "Attachment 5-C").	☐ Yes	□ No
9.	Applicant organization provided a revenue disclosure listing all revenues received in FY 2005-06 and anticipated revenues for FY 2006-07 (See "Attachment 9").	☐ Yes	☐ No

### **SOQ COVER PAGE**

Note: Since this SOQ may be subject to California Public Records Act or U.S.Freedom of Information Act disclosures, in order to maintain location confidentiality for the domestic violence shelters the exact location of the shelter will not be formally specified as part of this SOQ submission. However, upon verbal request from the County, the proposer must divulge exact shelter location so that the site visit portion of the procurement process can be completed.

Organization Name:			
Address			
Address:			
Contact Name:			
Telephone Number:			
Fax Number:			
Email Address:			
Total Number of Adult Beds:	Nun	nber of Days SOQ is Valid:	
Geographic area the shelter primarily serves:			
Certifying Agency:			
Federal ID #:			
exerted any undue influence of interests or ethics law in seek	orate Officer or Public Officer ce on the procurement process, viol ing funding for this SOQ, and that he Domestic Violence Emergency	lated any Federal or State prod at all information contained in t	curement, conflict of his SOQ is accurate.
Corporate/Public Officer Signature:			
Print/Type Name:			
Print/Type Title:			
Date:			
	Other Public Agency (Specify) Community-Based Organization		

SUBMIT THIS COMPLETED FORM AS THE <u>COVER PAGE</u> OF YOUR SOQ.

# AGENCY CAPABILITY

С	lude the following Attachments:
	Organizational Chart – Identify as Attachment 2 - A
	☐ List of Agency's Board of Directors – Identify as Attachment 2 - B
	Proof of the nonprofit organization's 501(c)(3) Federal tax exemption status or proof of for-profit organization's IRS W-9 certification – Identify as Attachment 2 - C

**Attachment 3** 

## **SOQ ELIGIBILITY REQUIREMENTS MATRIX**

Complete the following Eligibility Requirements Matrix. Check YES or NO indicating whether the agency provides each of the services as required and respond to each of the questions in the space directly below each question. Limit response to seven (7) pages. For your convenience, this is available as a separate template document on the website <a href="http://www.SPD.ocgov.com/Domestic.aspx">http://www.SPD.ocgov.com/Domestic.aspx</a>.

1. Ag	gency capability to augment county funds for Domestic Violence Program
A.	Describe your program's funding resources (including governmental, voluntary, philanthropic or other) over the last three (3) years:
В.	Discuss how your organization will acquire additional funding to serve victims of domestic violence:
C.	Describe formal/informal partnerships your agency has with other organizations:
D.	Identify innovative ways your program has expanded and developed in the last three (3) years:
2. Sł	nelter on a 24 hours/day, seven (7) days/week basis
2. Sł A.	nelter on a 24 hours/day, seven (7) days/week basis
_	
A.	Describe how you maintain your shelter in an undisclosed and secure location:
A. B.	Describe how you maintain your shelter in an undisclosed and secure location:  How many adult beds does the shelter currently have: Total:
A. B. C.	Describe how you maintain your shelter in an undisclosed and secure location:  How many adult beds does the shelter currently have: Total:  What is a client or family's average length of stay? Total Number of Days:

	serve. Explain how your organization will make it known to each of these comm may access your services. State specific outreach partners/resources. Explain h provided to them and/or your outreach messages to them will be customized. I than three (3) communities.	now any servi	ces
3.	A 24 hours/day, 7 days/week switchboard for crisis calls (hotline)	☐ Yes	☐ No
	Explain how staff and volunteers are trained to answer the hotline, including how training will be in terms of hours:	/ long the hot	line
	B. Describe the languages that are spoken fluently by personnel responding to hotline:	o calls from	the
4.	Temporary housing and food facilities	☐ Yes	☐ No
Des	cribe:		
5.	Psychological support and peer counseling	☐ Yes	☐ No
	A. Describe how your agency provides psychological support and peer counseling	g:	
	B. Identify how many unduplicated clients you estimate will receive individual and p during FY 2007-2008: Individual: Peer Group:	eer group co	ounseling
6.	Referrals to existing services in the community	☐ Yes	☐ No
Des	cribe:		
7.	Drop-In Center	☐ Yes	☐ No

A	A. Describe the types of services that are provided to clients through this center:					
E	B. Describe how clients access services outside of normal business hours (i.e., bef p.m. as well as on weekends):	fore 9 a.m. aı	nd after 5			
(	C. Identify how many unduplicated clients you estimate will receive services through	gh the Drop-	In Center			
8.	Arrangements for school aged children to continue their education	☐ Yes	☐ No			
Desc	ribe:					
9.	Emergency Transportation	☐ Yes	☐ No			
Desc	ribe:					
10.	Medical care	☐ Yes	☐ No			
10. Desc		☐ Yes	□ No			
Desc		☐ Yes				
Desc	ribe:  Legal Assistance ribe your arrangement for legal assistance, including but not limited to restraining ord	☐ Yes	□ No			
11. Desc	ribe:  Legal Assistance ribe your arrangement for legal assistance, including but not limited to restraining ord	☐ Yes	□ No			
11. Desc dispu	Legal Assistance ribe your arrangement for legal assistance, including but not limited to restraining ordites:	☐ Yes	□ No ody □ No			

Describe:					
14. Advocacy with social services agencies, schools, and law enforcement	☐ Yes	☐ No			
Describe how your staff works with these entities in an advocacy capacity for your clier	its:				
15. Achievement of community support and acceptance	☐ Yes	☐ No			
Describe how your staff advocates for the program to community representatives:					
16. Personnel and Volunteer Requirements	☐ Yes	☐ No			
A. Describe how you utilize volunteers and the services they provide or assist in prov	iding:				
B. Describe how your staff and volunteers meet the training requirements set forth i of the Evidence Code:	n Section 103	37.1			
<ul> <li>C. Identify relevant work history, academic education and domestic violence related education and training attained by –</li> <li>b the Shelter Manager:</li> </ul>					
the senior staff person physically based at your Drop-In Center:					
other staff who will be funded under this grant who will provide direct service delivery to clients:					
D. Describe efforts made to recruit formerly battered spouses as staff members:					
17. Personnel's language capability other than English	☐ Yes	☐ No			

dicate if any staff who will be providing direct DV services at your organization English. State the name of the staff and language(s):	ion speaks any languages oth
ANGE COUNTY - Domestic Violence Programs Act RFSOQ - 2007	SOQ Attachments Pag

### **PROGRAM EVALUATION**

**Attachment 4-A -** Please attach the most recent program evaluation written by a current/past funding source other than Orange County's HCS. Identify as Attachment 4-A.

Attachment 4-B - List all audit exceptions, reportable conditions, or material weaknesses your organization has received during the last three (3) years and the remedies that have been initiated as a result. Please note that all contracts awarded as a result of this RFSOQ will be required to have an independent audit conducted at the close of each fiscal year. Prior to contracts being initiated, contractors must provide complete copies of audits from the last three (3) years. In your narrative response, Include the year of the audit, the exception(s) delineated as a result of the audit, and the remedy to the finding(s). If an Independent Audit has not been conducted, explain how your organization monitors and maintains its fiscal integrity. Identify as Attachment 4-B. Limit response to one (1) page.

# Domestic Violence Shelter Based Services Service Program BUDGET SUMMARY: 7/1/07-6/30/08

Please note that this attachment is available as a separate Excel Workbook on the website <a href="http://www.SPD.ocgov.com/Domestic.aspx">http://www.SPD.ocgov.com/Domestic.aspx</a>

Provider N	lame:	

	PROGRAM COSTS	TOTAL
1.	Salaries	
2.	Benefits	
3.	Operations	
4.	Miscellaneous Client Fees	
5.	Equipment : \$5,000 or Over	
6.	Equipment : Computer Related - \$1,000 - \$4,999	
7.	Equipment : Non Computer - \$1,000 - \$4,999	
8.	Indirect	
9.	Other ( Please Specify )	
	GRAND TOTAL:	

## PERSONNEL BUDGET DETAIL

Complete this "Personnel Budget Detail" form to show the personnel detail portion of your budget based on a total funding level of \$198,000 (estimated average for currently funded FY 2006-07 shelter based programs). This does not guarantee funding at this level but is used only for review purposes. Round off amounts to the nearest dollar. Please note that this attachment is available as a separate Excel Workbook on the website <a href="http://www.SPD.ocgov.com/Domestic.aspx">http://www.SPD.ocgov.com/Domestic.aspx</a>

	b. Position Classification		•	e. Months to be employed	f. Total Costs	g. Domestic Violence Grant Share	h. Agency Match (30% Minimum)
	<u>I</u>		<u> </u>	<u> </u>			
Fringe Benefits: Specific type of costs, percentages and base applied to:			otal cost o+c=a)	b. DV Gr	ant Share		cy Match inimum)

Fringe Benefits: Specific type of costs, percentages and base applied to:	a. Total cost (b+c=a)	b. DV Grant Share	c. Agency Match (30% Minimum)
Total Direct Salary and Fringe Benefits			

## **SHELTERING COSTS SUMMARY**

Complete this "Sheltering Costs Summary" form to show the average costs incurred by your organization to provide the array of basic services to one adult victim of domestic violence for a period of 45 days. Add and identify additional cost categories as necessary. Round off amounts to the nearest dollar. Use as many pages as needed. This form or a similar form approved by the County will be required to be submitted on an annual basis. Please note that this attachment is available as a separate Excel Workbook on the website <a href="http://www.SPD.ocgov.com/Domestic.aspx">http://www.SPD.ocgov.com/Domestic.aspx</a>

Cost Category	Grant Share	Non-Grant Share	Total
Personnel - Salaries and Benefits			
Travel (Staff)			
Consultant/Subcontractors Please specify each:			
Rent/Facility Cost			
Food			
Transportation			
Consumable Office Supplies			
Equipment - \$2,000 - \$4,999			
Additional Cost Category			
TOTAL			

### **ASSURANCES**

I recognize that I must give an assurance for each item below. If I cannot, this SOQ will be automatically rejected. The assurances are:

- 1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this SOQ on behalf of the Applicant.
- 2. The submitted SOQ shall remain valid for a period of at least 180 calendar days.
- 3. Applicant is not currently on any Federal, State of California, or local Debarment List.
- 4. Applicant will provide records to show that they are fiscally solvent, if needed.
- 5. Applicant has/will have all of the fiscal control and accounting procedures needed to ensure that Domestic Violence funds will be used as required by law and contract.
- 6. Applicant will meet all applicable Federal, State and local compliance requirements, which include but are not limited to:
  - Meeting County of Orange Insurance requirements (See "Exhibit A Insurance Requirements" and "Exhibit B - Model Agreement")
  - Ensuring that records are accurate
  - Maintaining confidentiality, as required
  - Reporting financial, participant and performance data as required
  - Complying with Federal and State non-discrimination provisions
  - Meeting requirements of Section 504 of the Rehabilitation Act of 1973
  - Meeting all applicable labor law, including Child Labor Law standards
  - Meeting all child support enforcement certification requirements
  - Meeting all lobbying certification and disclosure of lobbying activities requirements
- 7. Applicant has additional funding sources and will not be dependent on Domestic Violence funds alone to carry out the proposed program(s).
- 8. Applicant is willing and able to provide the required insurance coverage and certificates.
- 9. The Applicant certifies that no conflict of interest exists in the submission of this RFSOQ.

I	hereby assure	that all	of the abov	ve are true
	Heleby assule	uiat an v	oi tile abo	ve are true.

Name	Title	Date

## **AGENCY INVOLVEMENT IN LITIGATION**

Check yes or no to the following questions. If a yes answer is checked, please explain fully the circumstances and include discussion of potential impact on the program if funded.

		Yes*	<u>No</u>
1.	Is the organization currently involved in litigation or has it been within the last two years?		
2.	Is the Executive Director involved in litigation?		
3.	Are any members of the Board of Directors unable to be bonded?		
4.	Are any key staff members unable to be bonded?		
5.	Have any unfavorable rulings been handed down by the courts against your agency?		
6.	Have any unfavorable rulings been handed down by the courts against your Program Director?		
7.	Has the agency or Program Director ever been cited for improper management?		
8.	Has the agency or Program Director ever had public or foundation funds withheld?		
9.	Has the agency ever had its non-profit status revoked or withheld?		

<sup>\*</sup> If any questions are answered with a "yes," please indicate pertinent information such as the case number, court, date of action and the current status below (Add additional pages, if necessary):

# **REVENUE DISCLOSURE**

Other sources of revenue must be pursued beyond what is provided through this RFSOQ. Describe all revenue received during FY 2006-07 and all anticipated revenue for FY 2007-08 – Use as many pages as needed:

Funding Source	Grant Award	Contract Period	Services Provided
TOTAL:			