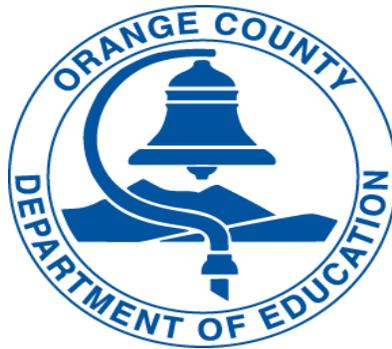


**ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

**Request for Proposal (RFP)  
Number 21-01**

**TRUANCY RESPONSE PROGRAM**



**PROPOSAL DUE DATE**

Tuesday, November 30, 2021 at 10:00:00 a.m. PST

**SUBMIT PROPOSAL RESPONSE TO:**

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

<https://ocde.us/EducationalServices/LearningSupports/Pages/Truancy-Response-Program-Grant.aspx>.

## **INSTRUCTIONS TO PROPOSERS**

### **I. Introduction**

The Orange County Superintendent of Schools (“DISTRICT”) has received funding from the County of Orange, (“COUNTY”) to seek proposals from qualified community-based organizations (“Proposers”) to partner with DISTRICT to provide a Truancy Response Program services that address the problem of chronic truancy throughout K-12 public schools in Orange County, California.

DISTRICT intends to award a single contract with an initial term of January 1, 2022 through December 31, 2024 subject to funding availability. Thereafter, depending on the selected Proposer’s performance and funding availability, the contract may be extended for one additional two-year period on the same terms, conditions, scope of work, and costs, upon mutual agreement between DISTRICT and Proposer, for a total contract period not to exceed five (5) years.

Proposer’s services must be fully compliant with all applicable requirements including DISTRICT’s policies and regulations, and all State and Federal laws. This project will be awarded to the most responsive, responsible respondent to this Request for Proposal (RFP). DISTRICT reserves the right to reject any or all proposals and to award a single contract in the event that DISTRICT deems it in the DISTRICT’s best interest. DISTRICT at its sole discretion, reserves the right to waive any irregularity in any Proposal. DISTRICT’s issuance of this RFP is not an offer and no contract will result from any Proposer’s submittal of a Proposal unless and until DISTRICT has awarded a Contract. The DISTRICT reserves the right to enter into a Contract with the Proposer which in the sole judgment of the DISTRICT best represents the desired results.

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. This release of the RFP supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to truancy services for the DISTRICT obtained from any source, either by verbal or written communications.

### **II. District Background**

The Orange County Superintendent of Schools (DISTRICT) is located in Southern California and provides educational services for children and young adults throughout Orange County. DISTRICT is responsible for the interpretation and enforcement of state laws as directed by the Legislature, the State Board of Education, and the California Department of Education. In addition, DISTRICT partners with families, businesses, and the community to promote student success and well-being in Orange County. With more than 1,200 permanent full and part-time employees and about 1,200 substitutes, DISTRICT provides cost-effective, centralized services, including Alternative and Correctional Education, Outdoor Science, Career Technical Education Partnership, Regional Occupational Program, Special Education, Child Care Services, and Student Programs. The mission of DISTRICT is to serve as a connecting agency among Orange County school districts, community college districts, local, state, and federal governmental agencies, and community organizations. DISTRICT responds to district and community requests for staff development, administrative, business, and educational and support services, DISTRICT partners with families, businesses, and the community to promote student success and well-being in Orange County, California.

### III. Statement of Work

The DISTRICT is soliciting Proposals from experienced and qualified community based organizations (Proposers) who can serve as a partner organization to provide comprehensive short term interventions for youth referred by their school districts for support with truancy mitigation. The DISTRICT's Truancy Response Program (TRP) is focused on reducing truancy throughout K-12 public schools in Orange County, California. The general objective of the Truancy Response Program is to reduce the school to prison pipeline and mitigate truancy by providing intervention that targets the root cause of student's truancy. Proposer shall provide the following services:

- A. Conduct Truancy Prevention Parent Empowerment Program (TPPEP) Parent Training workshops for parents of youth referred by the local SARB process. The TPPEP workshops offer training for parents to meet the needs of the youth referred by their local school district, Orange County District Attorney's Office, PROBATION, or DISTRICT as well as monitoring the progress of youth to help ensure compliance with court orders. Proposers shall recognize it is vital to work in frequent collaboration with all stakeholders, as well as entities providing other associated services, in order to meet the needs of the targeted population to empower parents to effectively discipline and supervise their children and regain control of the child's behavior.
- B. Provide a series of follow-up workshops to train and empower parents and guardians (parents) of youth involved in SARB process, or not attending school consistently and referred by local school district, Orange County District Attorney's office, PROBATION or DISTRICT to increase positive social behaviors/roles within the family and reduce conflict regarding regular school attendance.
- C. Provide Parent Training workshops that have a goal of enabling parents to have a greater positive influence in their child's behavior so they can get their children to consistently go to school every day, on time, and finish and turn in all of their assigned school work.
- D. Establish short-term mental health support via family and/or individual therapy for families referred.
- E. Provide short-term, skill-based support groups for students emphasizing decision-making and other pro-social behaviors.
- F. Engage in robust case management for all families/students referred, including consistent follow-up and reengagement, home visits for referred students, as well as connection to existing social service providers, including Orange County Regional Mental Health Coordinators (OCRMHC), drug and alcohol treatment, basis needs such as housing, food, etc.
- G. Conduct intake interviews and maintain accurate records for every student referred. Proposer will abide by local, state, and federal laws and regulations regarding student data, confidentiality and reporting.
- H. Develop and implement an intervention plan for each student referred. Plan should reflect and address student needs, district attendance requirements, and ability of family to make sustainable adjustments and changes.
- I. Initiate and maintain weekly communication with all school districts actively referring students.

In addition, Truancy Prevention Parent Empowerment Program (TPPEP) referenced above will help rebuild a trusting and caring relationship between parents and their children. Proposer will make efforts to assist parents to improve discipline and relationships with all other children in the family and to act as a diversion to inappropriate or illegal behavior from other family members. Proposer shall meet the goal of the Truancy Prevention Parent Empowerment Program (TPPEP) and provide the following services:

1. Educate parents on how to develop and maintain healthy and productive relationships with their children.
2. Educate parents on how to improve the attendance and participation of youth in school, as well as existing local, state, and federal laws regarding school attendance. Additionally, parents will be educated regarding the long-term impact and consistent attendance.
3. Be available to provide services throughout Orange County, including the northern most and southern most communities.
4. Work with families to help get their children to school by going to the family home and helping the family with strategies to get the child out of the house and to the school. This activity could involve parental or student coaching as well as actual transportation of the child to and from school and/or counseling and on rare occasion attendance at the school of the truant with the child.
5. Provide parent coaching to involved families in order to provide knowledge, support, and demonstration within the home.
6. Provide private counseling session, if necessary, to families instead on in group settings.
7. Have a follow-up protocol in place and utilize it to contact families who have missed appointments.
8. Know and stay informed of all public schools in Orange County and their policies and programs for high risk youth in order to refer the families/children to the proper educational locations to meet their needs.

**IV. Information and General Terms and Conditions**

**Request for Proposal (RFP) Schedule**

The DISTRICT anticipates the following timeline for the process of selecting experienced and qualified Proposer.

RFP Issue Date	November 1, 2021	
RFP Overview Meeting	November 8, 2021	10:00 a.m. PST
RFP Questions Due from Proposer	November 19, 2021	10:00 a.m. PST
RFP Response Deadline	November 30, 2021	10:00 a.m. PST
*Review of Proposals	December 1, 2021 – December 10, 2021	
*Notification to Finalists	December 13, 2021	
*Interviews, if necessary	December 17, 2021	
*Award of Contract	December 20, 2021	

\*Planning Meeting with Awardee

TBD

**\*These are estimated dates and subject to change by the DISTRICT.**

**RFP Website** - A complete copy of the RFP document is available on the DISTRICT's website at:  
<http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx> or  
<https://ocde.us/EducationalServices/LearningSupports/Pages/Truancy-Response-Program-Grant.aspx>.

**Proposal Submittal Deadline** - All interested Proposers are invited to submit a Proposal in accordance with the terms and conditions stated in the RFP documents. Proposals must be submitted electronically up to but **no later than 10:00:00 a.m. PST on Tuesday, November 30, 2021** at <https://ocde.us/EducationalServices/LearningSupports/Pages/Truancy-Response-Program-Grant.aspx>.

Proposers are advised that the DISTRICT reserves the right to amend this RFP at any time. Addenda providing clarification or corrections will be done formally through posting on the DISTRICT's website. It is the sole responsibility of each Proposer to periodically check the DISTRICT's website noted in this RFP for any addendas. It is the sole responsibility of the Proposer submitting the Proposal to ensure that its Proposal is received by the DISTRICT prior the deadline time and due dated specified above. No late bids will be accepted regardless of the degree of lateness or reason. Proposals received after the submittal due date will not be considered and will be discarded and unopened. No Proposal sent by facsimile transmission or email will be accepted.

**Questions or Clarifications** - All questions, requests for explanation or clarifications of any kind concerning this RFP shall be made in written form via e-mail at [trp@ocde.us](mailto:trp@ocde.us), no later than **10:00:00 a.m. PST on November 19, 2021** at <https://ocde.us/EducationalServices/LearningSupport/Pages/Truancy-Response-Program-Grant.aspx>. No other person or entity is authorized to receive such questions. A response will not be provided to any late questions, or requests for explanations or clarifications. Any interpretation, clarification, or correction to this RFP will only be made by addendum as noted in this RFP. No person or firm is authorized to make any oral interpretation of any provision in this RFP, nor shall any oral interpretation be binding on the DISTRICT. Any clarifications resulting from questions will be posted on DISTRICT's website <https://ocde.us/EducationalServices/LearningSupport/Pages/Truancy-Response-Program-Grant.aspx>.

**Examination of Proposal Documents** - All Proposer's responding to this RFP must comply completely with the instructions set forth in this RFP. Before submitting a proposal, the Proposer shall carefully read the RFP documents. The Proposer shall fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items included in the services. No allowance will be made because of lack of such examination or knowledge. The decision as to acceptability of items rests solely with the DISTRICT.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, they shall immediately notify the Administrator, Business Operations of the error and request modification or clarification of the document. Clarifications shall be given by written notice to all Proposers participating in the RFP process, without divulging the source of the request. Modifications shall be made by addendum issued pursuant to this RFP.

If a Proposer fails to notify the Administrator, Business Operations of an error in this RFP before the date scheduled for submission of proposals, or of any error which reasonably should have been known to them, they shall submit the Proposal at their own risk. If the Contract is awarded to the Proposer, they shall not be entitled to additional compensation or time by reason of the error or its subsequent detection.

The completed Proposal shall be submitted without interlineations, alterations or erasures. A Proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. Proposals are to be verified before submission as they cannot be corrected after Proposals are opened. The signature of all persons signing shall be in longhand by authorized signatory personnel of the Proposer. Alternative proposals will not be considered. No oral or telegraphic modifications will be considered. A Proposal will also be rejected if, in the opinion of the DISTRICT, the information in the Proposal was intended to erroneously and fallaciously mislead in the evaluation of the Proposal. The Proposer's Proposal must be valid for a period of at least three hundred sixty-five (365) days from the RFP closing date. No proposals may be withdrawn after submittal.

**Proposal Format and Response Requirements** - Proposals shall be submitted electronically. All proposals submitted in response to this RFP will become the property of the DISTRICT. The DISTRICT reserves the right to make use of any and all information or ideas contained in the Proposals. The Proposals when submitted become public information and are subject the Freedom of Information requests from the general public. Any ideas, trade secrets, or proprietary or confidential information submitted by the Proposer must be marked as such; however, this may not preclude the DISTRICT from releasing such information if requested to do so. Entire Proposals designated as confidential or proprietary may be rejected by the DISTRICT. The Proposer's response shall include the following information:

**1. Proposer's Background**

1. Proposer's legal name
2. Indicate whether your organization has been known by any other names within the last five (5) years.
3. Type of ownership, or legal structure of the firm (individual, corporation, etc.).
4. Brief history of your firm, including the number of years in business.
5. Number of employees (company-wide).
6. Number of employees located in Orange County or Southern California.
7. Name of partners, if any, on this project.
8. Location of the office(s) and locations from which the work will be performed.
9. Tax Identification Number.
10. Address, telephone, fax number, web address of the office that will be primarily responsible for providing services under the Proposal.
11. Describe the proposed space(s) facilities to be used to provide services.
12. Provide a financial statement for the three (3) most recent fiscal years. Financial statements shall be prepared in conformance with generally accepted accounting principles. Proposer may submit any additional documentation evidencing their financial stability and that of any subcontractors, if applicable. To assist in evaluating Proposer's financial stability, DISTRICT reserves the right to obtain reports from financial reporting agencies.

**5. Staffing Resources**

- a. Provide the names, qualifications, classification/title, licenses/certifications (if any) of prime and alternate staff who would be assigned to work under this Program. Identify the FTE (full-time equivalent) for each staff person. Please complete the attached Staffing Plan form. Please indicate the role and responsibility of each individual. If the Proposal is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.

- b. Provide a brief resume of the individual's on the team that will be working directly with the DISTRICT. Please also indicate number of years employed by firm.
- c. Discuss how Proposer plans to staff and manage operations to support Truancy Prevention Parent Empowerment Program (TPPEP) for two hundred fifty (250) families enrolled at any given time, and how adjustments will be made to accommodate for increases or decreases to this population. Provide proposed caseload (number of participants) for each personnel assigned to this Program. Provide any additional pertinent information.
- d. Provide an organization chart that reflects the name, classification and title of all key staff members and management contacts assigned to provide the services detailed in this RFP. The organization chart should include both project implementation personnel and personnel who will provide services to the DISTRICT. Include organizational locations for staff, including administrative support personnel, and the number of employees.
- e. Provide resumes of the project manager and key personnel who will be assigned to this Contract. Resumes shall contain information relating to each person's education, experience and training. Resumes should not include home address or phone number since they may become public documents.

6. **Project Experience and Reference** – Proposer shall state specific capabilities, approaches, proposed services, and demonstrate a clear understanding of the nature of the work to be performed under this RFP; in particular, the Proposer's ability to meet all requirements specified in the Statement of Work and this RFP. At a minimum, the Proposer shall:

- a. Describe in detail the proposed service delivery approach, including goals and measurable process and outcome objectives. Description should minimally include individualized service delivery plans including key components such as assessment, education, prevention, and treatment for the parent training workshops as described in the Statement of Work.
- b. Describe how your firm will provide services and fulfill the requirements and expectations of the DISTRICT and this RFP. Use this section to address the ability of your organization to undertake and accomplish the required scope of services. This section shall consist of a detailed plan for meeting service and scheduling needs of the target population, provide a complete description of the offered services, scheduling, and staffing levels.
- c. Provide a detailed plan for providing administrative service requirements, including participation in DISTRICT's CWA/SARB Network meeting, producing monthly financial reports, interim and annual progress reports, weekly progress reports, if requested, and collecting data as requested to support the required research/Program evaluation effort.
- d. Provide a detailed plan for meeting individualized service and scheduling needs of the target population. Identify the types of issues/problems they would expect to encounter with the Program and/or target population and how they would be resolved. Describe techniques to be used to encourage participation.

- e. Demonstrate knowledge of existing resources in the Orange County and provide detail regarding their working relationships. Provide a plan on how to utilize these resources to increase the effectiveness of services and to transition participants once the Truancy Prevention Parent Empowerment Program (TPPEP) services have been terminated.
- f. Provide specific examples of the prevention and education curriculum to be used with the parents of the youth referred by the local school districts/SARB process and demonstrate their proven effectiveness.
- g. Describe all evidence base models used to deliver services and the evaluation and assessment tools that will be utilized to measure continued effectiveness. Provide a detailed plan for evaluating the progress of youth.
- h. Describe examples of all significant truancy interventions and supports you and/or your firm have provided or will provide for Truancy Response Program students and families in Orange County.
- i. Demonstrate their ability to provide services to the target population in a bilingual manner and demonstrate knowledge of various cultural dynamics that may affect approaches taken while performing requested services.
- j. Describe Proposer's professional experience working with California school districts, county office of education or COUNTY or related to Truancy Response Program services.
- k. Provide a sample truancy reduction intervention planning document which will accomplish the services identified in this RFP. The plan should include a calendar, time estimates for each significant segment of work, the number of staff to be assigned, including supervisors where appropriate, the level of each staff members to be assigned, and any specialist who will be assigned.
- l. State the number of years' experience, specifically providing Parent Training Workshops to parents whose children who have a demonstrated history of truancy.
- m. Describe current and previous contracts Proposer has successfully implemented for parent training and education, which included a program target population similar to that listed in the Statement of Work.
- n. Describe experience education, training, licenses/certifications (if any), and number of years working with schools relating to truancy, misbehavior, students with disabilities, missed assignments, and School Attendance Review Boards. State any existing working relationships with schools within Orange County and describe the plan which will be used to address the educational needs and related behavior of youth referred to the Program.

- o. Describe whether Proposer and/or employees possess the following licenses/certifications: 1) Masters Degree in Psychology, Sociology, Social Work or related field from an accredited college or university or 2) License eligible Marriage and Family Counselor (MFC) or Licensed Clinical Social Worker (LCSW).
- p. Describe the firm's experience working with a county agencies, school districts or public agencies.
- q. List any projects that were performed by Proposer that involved services similar to the services required by this RFP.
  - 1. Client Name, Contact Name and complete address and telephone number.
  - 2. Name, location and description of the project
  - 3. Date of contract award and completion of project
  - 4. Name, location and description of the project
  - 5. Proposer's team members and consultants describing the exact task that each performed.
  - 6. Total project cost.

If any of the following has occurred, please describe in detail:

- 1. Failure to enter into a contract or professional services agreement once selected.
- 2. Withdrawal of a proposal as a result of an error.
- 3. Termination or failure to complete a contract.
- 4. Debarment by any municipal, county, state, federal, or local agency.
- 5. Involvement in litigation, arbitration or mediation.
- 6. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
- 7. Knowing concealment of any deficiency in the performance of a prior contract.
- 8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- 9. Willful disregard for applicable rules, laws, or regulations

7. **Program Costs** - Proposal should provide a detailed and clear cost schedule including line-item budgets for each of the five (5) years of potential services. Line-item budgets should at a minimum include a breakdown of costs for staffing salaries and benefits, and other operating expenses directly related to program services required under this RFP. Please include all costs for labor, materials, (i.e., all personnel, travel, per diem, mileage, telephone, supplies, materials, equipment, and any other expenses) required to accomplish the services including any reports. Please also provide detailed information on your billing practices including reimbursable cost categories and hourly billing rates by position for additional services. The first line-item budget should cover the initial term of January 1, 2022 through December 31, 2024 with the fourth and fifth year annual budgets provided in the event the Contract is renewed. Clearly identify any budget items related to subcontracting.

**Addenda** - The DISTRICT reserves the right to issue addendums to the proposal documents and specifications at any time prior to the delivery of sealed Proposals. A copy of all addendums will be posted on the DISTRICT website at <https://ocde.us/EducationalServices/LearningSupport/Pages/Truancy-Response-Program-Grant.aspx>. The addendum must be acknowledged as received on the proposal form. Any Proposer that does acknowledge addendum(s) on their proposal may result in their proposal being rejected as not responsive.

**Evidence of Responsibility** - Upon the request of the DISTRICT, a Proposer shall submit promptly to the DISTRICT or its designee, satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in performing the type of services required by the DISTRICT, the Proposer's organization available for the performance of the contract, and any other required evidence of the Proposer's qualifications to perform the proposed Contract. The DISTRICT may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of the Proposer's responsibility to perform the proposed contract may result in rejection of the proposal.

**Covenant Against Contingent Fees** - Proposer warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this Request for Proposals, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by the Auditor for the purpose of securing business.

For breach or violation of this warranty, the DISTRICT shall have the right to terminate any contract that may be entered into with the Proposer and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**Modifications** - Changes in the proposal documents, additions to the proposal, or any other modifications of the proposal form may result in rejection of the proposal as not being responsive to the request for proposal. No oral or telephone modifications shall be considered. Written modifications received prior to the closing date and time will be accepted.

**Withdrawal of Proposal** - A Proposer may withdraw its proposal by submitting a written request to the Administrator, Business Operations at any time prior to the date and time scheduled for proposal submission. The Proposer may thereafter submit a new proposal before the Proposal submission date. After the RFP opening, no Proposer may withdraw its proposal for a period of three hundred sixty-five (365) days after the date set for the opening thereof.

**Rejection of Proposal** - The DISTRICT reserves the right to accept or reject any and all Proposals received, to select one or more Proposers after receipt of Proposals with or without interviews and to negotiate with any or more than one of the qualified Proposers. Non-acceptance of any Proposal will imply neither criticism of the Proposal nor that the Proposal was deficient. Non-acceptance of any Proposal means that another Proposal or alternative was deemed more advantageous to the DISTRICT. Unauthorized conditions, limitations, or provisions attached to a Proposal will render it not in compliance and may cause its rejection. No oral, telegraphic, or telephonic proposals or modifications will be considered. Proposals received from this RFP will be used as the foundation for the development of a contract with specific provisions subject to review, negotiations and approval of the DISTRICT.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between DISTRICT and any individual or firm; (ii) create any obligation for DISTRICT to enter into a contract with any individual or firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

**Errors in Proposal** - Proposers shall be bound by the terms and conditions of their proposals notwithstanding the fact that errors are contained therein. However, if immaterial errors are found in a proposal, the DISTRICT may notify the Proposer that their proposal contains errors and require the Proposer to correct the errors.

**Disqualification of Proposer** - If there is reason to believe that collusion exists among the Proposers, the DISTRICT may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all Proposers for the work in which a Proposer is interested.

**Signature** - Every proposal must be signed in the name of the organization by the program lead and bear the signature of the person legally authorized to bind the Proposer and sign proposals on behalf of the Proposer. Upon request of the DISTRICT, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the firm.

**Pricing** - Interested firms responding to this RFP are to include all costs for labor, equipment, and materials to accomplish the annual services including delivery of reports. The DISTRICT reserves the right to negotiate any aspect of this Request for Proposals and any proposal deemed responsive to this RFP and may request a best and final offer from the agency. The DISTRICT also reserves the right to negotiate pricing during the course of the contract.

### **RFP Appeal Process**

OCDE must receive the letter of appeal, with a digitally scanned signature by the person who authored the application between December 13, 2021-December 17, 2021 at 5:00 pm. E-mail with attached letters can be sent to [trp@ocde.us](mailto:trp@ocde.us) .

Appeals shall be limited to the grounds that OCDE failed to correctly apply the standards for reviewing the application as specified in this RFP. The appellant must file a full and complete written appeal, including the issue(s) in dispute, the legal authority or other basis for the appeal position, and the remedy sought. The OCDE will not consider incomplete or late appeals. The appellant may not supply any new information that was not originally contained in the original application.

The Panel Chairs will re-evaluate the application and will make the final decision in writing within three weeks from the date that appeals are due to OCDE. That decision shall be the final administrative action afforded the appeal.

**RFP Evaluation and Award Process** - All Proposals will be reviewed by a team composed of representatives of the DISTRICT for conformance with the RFP, including organization, clarity, and completeness of the Proposal. The DISTRICT will evaluate each Proposal based on the information set forth in the Proposal submitted, together with other information available to the DISTRICT from any other sources. The evaluation will consist of the following components which will include, among others, the firm's qualifications and availability of key person assigned to the contract, number of years of experience, demonstrated competence in relative

experience, experience in performance of comparable work, financial stability, review and analysis of the written proposal. Selection and determination of qualifications is the sole discretion of DISTRICT.

The DISTRICT reserves the right to reject any or all Proposals, or to waive any irregularities or informalities in any Proposal or in the RFP process.

Firm's services must be fully compliant with all applicable requirements including District policies and regulations, and all State and Federal laws. DISTRICT reserves the right to reject any or all Proposals. The DISTRICT will attempt to negotiate a contract with the recommended Proposer. If no contract can be successfully negotiated with the highest ranked Proposer, then DISTRICT may, at its discretion enter into negotiations with the next highest ranked Proposer; and move down the list of Proposers in order of scoring until a contract can be negotiated. The DISTRICT retains the sole and absolute right to select the Proposer that presents the Proposal which, in the sole judgement of the DISTRICT, best meets the DISTRICT goals.

**Evaluation Criteria** - The DISTRICT will review each Proposal for compliance with the RFP procedural requirements. Those Proposals that meet minimum qualifications and requirements and adhere to the required format outlined in this RFP will be presented to the Evaluation Committee. If any information is missing or incomplete in Proposer's proposal, Proposer will not be provided the opportunity to supply the missing or incomplete information, nor will the DISTRICT seek clarification of any information included in the proposals. Each Proposal must be capable of being evaluated independently based solely on the information contained in the proposal. Proposals shall be evaluated on the basis of responses to the requirements of this RFP. Selection of a winning proposal shall be based on the results of that evaluation, from numerical scores received out of a 100 point scale, and in accordance with the following criteria:

The successful firm(s) will demonstrate through the RFP that the Proposer has the professional capability and resources to perform the services required. Proposers must demonstrate the following:

**Knowledge and Experience in Servicing the Target Population – 20 Points**

- a. Demonstrated competence, understanding of the issues and problems likely to be encountered within the targeted population(s) and viable problem-solving strategies. Proposer presents a sound plan to encourage participation and meet individualized needs. Proposer has the professional qualifications necessary for the satisfactory perform the proposed services required under this RFP. **5 Points**
- b. Proposer's years of experience providing services of a similar scope and nature demonstrate the level of expertise necessary to provide the proposed services effectively. **5 Points**
- c. Proposer is currently providing similar services to juvenile probationers and/or delinquent youth and their families. **5 Points**
- d. Proposal provides references that demonstrate experience in working with parents of youth that demonstrate a history of truancy and achieving identified goals. **5 Points**

**Service Delivery – 30 Points**

- a. Proposal clearly articulates the level and types of services to be provided to youth referred by the Truancy Court and/or Probation. Proposed services are likely to produce the stated

goals and objectives for the Program. **5 Points**

- b. Proposal provides a sound plan for providing required Administrative Services, including participation in the Multidisciplinary Intervention Team, producing monthly financial reports, interim and annual progress reports, weekly progress reports, and collecting data, as requested, to support the required research/Program evaluation effort. **5 Points**
- c. Proposal presents examples of prevention and education curriculum that have been demonstrated as being effective in providing similar services. **5 Points**
- d. Proposal provides a sound plan for proving program services using evidence-based approaches proven effective for the problems identified within the target population. Evaluation and assessment tools are clearly identified and are appropriate to ensure evaluation of the progress of youth as well as program effectiveness. **5 Points**
- e. Proposal provides a sound plan for working with schools to address educational and behavioral needs for youth referred by the Truancy Court and/or PROBATION. **5 Points**
- f. Proposal evidences ability to provide space that is close to public transportation for training services. Additional consideration will be given to Proposers evidencing ability to provide services regionally. **5 Points**

**Knowledge of Resources – 10 Points**

- a. Proposal demonstrates knowledge of related regional resources and provides detail with regard to working relationships with those intended for use. Proposal demonstrates commitment to work in a collaborative partnership with other involved agencies. **5 Points**
- b. Proposal reflects capability to work with existing regional providers to develop new resources and service needs as identified over time, and arrange for appropriate transitional and continuing services after Program requirements are met. Proposal demonstrates creative and flexible uses of resources. **5 Points**

**Identification, Experience and Expertise of Organization/Key Project Personnel – 20 Points**

- a. Proposed staff demonstrate the ability to provide services to the target population in a bilingual manner and demonstrate knowledge of various cultural dynamics that may affect approaches taken while performing requested services. **4 Points**
- b. Staff allocations are clear and appropriate for the required services. The staffing pattern is reasonable for the services proposed and demonstrates proposer's ability to efficiently provide services to the estimated number of Program participants. **4 Points**
- c. Job descriptions and minimum qualifications are provided for each position identified in

the staffing plan and are likely to produce experienced personnel with the appropriate expertise to achieve Program goals. **4 Points**

- d. Organizational chart is provided and identifies clear lines of responsibility/accountability for Program management and service delivery. **4 Points**
- e. Detailed experience, education, training, licenses/certifications (if any) and the amount of time spent in each assignment are provided for each proposed staff through individual resumes. Proposed staff has adequate experience/expertise providing services to a similar target population. **4 Points**

**Financial Stability and Background Information - 5 points**

- a. Proposal includes required financial statements (including those for subcontractors, if applicable) and Financial and Background Data. Proposal demonstrates adequate financial stability of the Proposer and its subcontractors, if applicable. **5 points**

**Program Costs – 15 Points**

- a. Cost will be calculated using the Ratio Method. In this method the Proposal 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 Proposal. This is determined by applying the following formula:  $\text{lowest cost}/\text{next lowest proposal} \times \text{maximum points available} = \text{awarded points}$ . **15 Points**

**District Not Responsible for Preparation Costs** - All costs incurred by a Proposer in the preparation, submission and/or presentation of its proposal, including, but not limited to, travel expenses to attend any meeting or interview, long distance charges, and negotiation sessions, shall be the sole responsibility of the Proposer and will not be reimbursed by the DISTRICT. The DISTRICT shall not pay for any costs incurred by any Proposer or other party in connection with preparation of any proposal or other document in response to or in connection with this RFP.

**Assignment** - The Proposer or any interest therein, may not be assigned without the prior written consent of DISTRICT. Any attempted reassignment will render the contract void at the option of the DISTRICT.

**Anti-Discrimination** - It is the policy of the DISTRICT that in connection with all services performed, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code #1410 and #1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

**Restrictions on Lobbying and Contacts** - From the period beginning on the date of the issuance of this RFP and ending on the date of contract award, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of DISTRICT, it's the Board of Education, officers or agents or selection

members, except as expressly authorized herein. Any such contact shall be grounds for the disqualification of the entity submitting a response.

**Cancellation of Solicitation** - The DISTRICT may cancel this solicitation at any time for any reason.

**Equal Opportunity** - Proposer hereby assures that they will comply with Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e through 2000 e (17) to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement or under any project, program or activity supported by the Agreement.

**Public Information** - All materials received by the DISTRICT in response to this Request for Proposals shall be made available to the public. If any part of a Proposer 's materials is proprietary or confidential, the Proposer must identify and so state. Any Proposer information used to aid in bid selection must not be restricted from the public.

**Compliance with Laws** - The Proposer and all of the Proposer's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials and services listed herein. Proposer shall observe and comply will all rules and regulations of the DISTRICT all federal, state and local laws, ordinances and regulations. Proposer shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the work as indicated or specified. If firm observes that any of the work required by this contract is at variance with any such laws, ordinance, rules or regulations, firm shall notify the DISTRICT, in writing, and, at the sole option of the DISTRICT, any necessary changes to the scope of the work shall be made and this contract shall be appropriately amended in writing, or this contract shall be terminated effective upon firm's receipt of a written termination notice from the DISTRICT. If firm performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the DISTRICT of the violation, firm shall bear all costs arising therefrom.

**Drug-Free Workplace Certification** - Pursuant to Government Code Sections 8350, et seq., the successful Proposer will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Proposer will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

**Debarment** - Proposer shall certify that neither Proposer nor its principals are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by Federal department or agency. Where Proposer as the recipient of federal funds, is unable to certify to any of the statements in the certification, Proposer must include explanation with its Proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the Proposal being deemed non-response.

Proposer may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the DISTRICT may debar a Proposer if the DISTRICT finds the Proposer has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the DISTRICT;
- b. Committed an act or omission which reflects on the Proposer's quality, fitness or capacity to perform work for the DISTRICT;

- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- d. Made or submitted a false claim against the DISTRICT or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72)

**Criminal Records Check** - The successful Proposer, when applicable will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the DISTRICT's Criminal Records Check Certification.

**Orange County Child Support Requirements** - In order to comply with the child support enforcement requirements of the COUNTY, within (ten) 10 days of receiving the Notice of Intent to Award a Contract but prior to official award of Contract, the selected Contractor agrees to furnish the following to the DISTRICT's Administrator, Business Operations assigned to this RFP:

1. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
3. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
4. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.
5. Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

**Exceptions or Deviations** - Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the response submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations.

**Confidential Information** - All information and documentation submitted as part of this RFP which has not been clearly designated as proprietary or confidential information shall become the property of the DISTRICT and may only be returned at the DISTRICT's option and at the submitting firm's expense. All information and documentation submitted to the DISTRICT excluding financial and proprietary information clearly identified in the Proposal, shall become public documents subject to the Public Records Act, and made available to the public upon request.

It is understood that Proposals made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the firm's competitive position, or that would constitute a trade secret. To protect this data from disclosure, the firm should specifically identify the pages of the Proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal:

NOTICE

*The data on pages \_\_\_\_\_ of this proposal, identified by an asterisk (\*) or marked along the margin with a vertical line, contain information which are trade secrets, disclosure of which would cause substantial injury to the firm's competitive position. The firm requests that such data be used only for the evaluation of its qualifications, but understands that disclosure will be limited to the extent that District determines is proper under federal, state, and local law. The District assumes no responsibility for disclosure of use of unmarked data. In the event properly marked data are legally requested, the firm will be advised of the request and may expeditiously submit to the District a detailed statement indicating the reasons it has for believing that the information will be used by the District in making its determination as to whether or not disclosure is proper under federal, state, and local law. District will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur. Proposer agrees to assume and pay for all costs incurred by the District including attorney's fees awarded by the court if proposer requests District to resist disclosure of material provided to the District by Proposer, provided the District determines that said materials are exempt under federal, state, or local law.*

**Additional Data** - Proposer may provide additional information about your firm as it may relate to this RFP. Include letters of reference or testimonials, if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the DISTRICT in understanding your qualifications and expertise.

**Hold Harmless and Indemnification** - Proposer agrees to indemnify, defend with counsel approved in writing by DISTRICT, and hold DISTRICT, the Orange County Board of Education, and its officers, agents, and employees, and the County of Orange, its elected and appointed officials, officers, agents, and employees and those special districts and agencies which County of Orange'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 Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of DISTRICT, the Orange County Board of Education, COUNTY or County Indemnitees, Contractor and DISTRICT agree that liability will be apportioned as determined by the court. No parties shall request a jury apportionment.

**Insurance** - Prior to the provision of services under this RFP, the Contractor agrees to purchase all required insurance at Contractor's expense, including endorsements required herein, necessary to satisfy the DISTRICT that the insurance provisions of this RFP have been complied with. At all times during the term of the Contract, Contractor shall keep such insurance coverage, certificates of insurance, and endorsements on file with the DISTRICT during the term of the Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to the Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the DISTRICT retains the right to approve or reject a carrier after a review of the company's performance and financial ratings. The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Commercial General Liability – \$1,000,000.00 per occurrence, combined single limit and \$2,000,000.00 general aggregate for bodily injury, personal injury and property damage, including contractual liability, and products completed operations coverage. An additional insured endorsement naming the DISTRICT, the Orange County Board of Education, and its' officers, agents and employees, and the County of Orange, its elected and appointed officials, officers, agents, and employees as additional insured, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the DISTRICT or COUNTY shall be excess and non-contributing.

Automobile Liability – \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage, for owned, non-owned and hired vehicles;

Professional Liability – Errors and Omissions – \$1,000,000.00 per occurrence combined single limit with a \$2,000,000.00 aggregate;

Employers Liability - \$1,000,000 per occurrence

Network Security & Privacy Liability - \$1,000,000 per claims-made (Only required if Contractor has access to sensitive data). An additional insured endorsement naming the Orange County Department of Education, the Orange Board of Education, and its officers, agents, and employees, the County of Orange, its elected and appointed officials, officers, agents, and employees as additional insured for its vicarious liability. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the DISTRICT or COUNTY shall be excess and non-contributing.

Sexual Misconduct - \$1,000,000 per occurrence

Workers' Compensation – As required by the State of California – Part A - Statutory requirements, Part B Employers' Liability: \$1,000,000.00 per injury and \$1,000,000 aggregate. Policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the DISTRICT, the Orange County Board of Education, and its officers, agents, and employees, and the County of Orange, its elected and appointed officials, officers, agents, and employees or provide blanket coverage which will state **AS REQUIRED BY WRITTEN CONTRACT**.

For all insurance coverages provided by Contractor, the following terms apply:

- a. Any deductibles or self-insured retentions shall be declared in writing to the DISTRICT; approval is required for any amounts over \$25,000.00.
- b. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  1. Defend, indemnify, save and hold harmless the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees and the County of Orange, its elected and appointed officials, officers, agents, and employees against liability arising out of the activities performed by or on behalf of Proposer, products and completed operations of the Proposer, premises owned, occupied, or used by Proposer, or automobiles owned, leased, hired or borrowed by the Proposer.
  2. Name the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees, the County of Orange, its elected and appointed officials, officers, agents, and employees as an additional insurance under its insurance policies and provide DISTRICT with a copy of the certificate of insurance and the additional named insured endorsement prior to performing any services. Proposer shall not cancel or change the coverage provided by the policies of insurance without first giving DISTRICT at least thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, Proposer agrees to immediately provide DISTRICT with true and correct copies of all new or revised certificates of insurance.
  3. For any claims related to the services under the Contract, the Contractor's insurance coverage shall be primary insurance as respects to the DISTRICT, the Orange County Board of Education, and its officers, agents and employees or the County of Orange, its elected and appointed officials, officers, agents, and employees. Any insurance or self-insurance maintained by DISTRICT shall be excess of the Proposers insurance and noncontributory.
  4. All insurance required by this RFP shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice to DISTRICT. Proposer agrees to immediately provide DISTRICT with true and correct copies of all new or revised certificates of insurance.

**Compliance with Laws** - The Proposer agrees to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, policies, and procedures in the conduct of the projects as specified herein.

**Independent Contractor** - Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of DISTRICT. Neither Contractor, its, employees, nor anyone working under Contractor, shall qualify for Workers Compensation or other fringe benefits of any kind through DISTRICT.

**Proposer’s Obligation to Perform Work in Accordance with Standards** - If the work performed by the Proposer is not in accordance with the standards in this RFP, or if the reports submitted by the firm are not complete, the Proposer will be obligated to do whatever is required to correct the work to meet the requirements as specified in the standards at no additional cost to the DISTRICT.

**Non-Collusive Declaration** - The form of such declaration is included as part of the RFP documents. Each proposer shall execute the attached declaration and submit it with his/her sealed proposal.

**Disposition of Proposals** - All materials submitted in response to this RFP will become the property of the DISTRICT, and will be returned only at the discretion of the DISTRICT, and at the Proposer’s expense. DISTRICT reserves the right to use any or all ideas presented as part of the firm’s proposal. Selection or rejection of the proposal does not affect this right.

**Non-Appropriation of Funds** - Any contract resulting from this RFP is subject to appropriation of funds by the COUNTY for each fiscal year of services listed herein.

**Tobacco and Drug-Free Workplace Policy** - The District and all District projects are “tobacco” and “drug free” workplaces and, as such, require that all persons on District property be subject to the requirements mandated by California Government Code section 8350, et seq. when on project site.

**Term of Agreement** - The initial term of the Agreement shall be a three (3) year period with an initial term of January 1, 2022 through December 31, 2024, subject to termination. Thereafter, depending on the selected Proposer’s performance and COUNTY and/or PROBATION needs, the contract may be extended for one additional two-year period on the same terms, conditions, scope of work, and costs, upon mutual agreement between DISTRICT and Proposer, for a total contract period not to exceed five (5) years.

**Conflict Check** – The DISTRICT reserves the right before any contract award is made, to require any individual or firm to whom it may make a contract award, to do a conflict check and disclose all actual and potential conflicts to the DISTRICT. In the event a conflicts check is required, the DISTRICT will provide a list of major vendors doing a significant amount of business with the DISTRICT. The potential individual or firm must disclaim in writing any conflict of interest. Furthermore, the DISTRICT reserves its rights to reject the selected individual or firm if its conflicts check reveals actual conflicts, and go to the next preferred firm.

**DISTRICT Facilities and Resources** - The successful firm(s) will be required to use his/her own office and facilities. Use of DISTRICT facilities such as desks, telephone, and conference space will not be available. The District will provide staff as necessary for coordination. No district resources in terms of personnel, facilities, or equipment will be allocated.











