



Contra Costa County

REQUEST FOR PROPOSALS (RFP) #1503-125 *Community Recidivism Reduction Grant*

The Contra Costa County Administrator's Office is pleased to announce, on behalf of the Board of Supervisors, the availability of up to \$250,000 (*\$50,000 per grant*) to provide Community Recidivism Reduction Grants to nongovernmental entities or a consortium or coalition of nongovernmental entities to provide community recidivism, crime reduction and other reentry-related services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities, in Contra Costa County, for the period July 1, 2015 through June 30, 2016.

This RFP is a process by which the County solicits proposals of qualified responders who may be selected to enter into a contract with the County.

Please read this entire packet carefully.

***Final proposals will be due at 651 Pine Street, 10th floor, Martinez, CA 94553
by 5:00 p.m. on Wednesday, April 8, 2015.***

Written questions about the RFP can be submitted to lara.delaney@cao.cccounty.us
by 5:00 p.m. on Thursday, March 26, 2015.

Thank you in advance for your efforts in preparing your proposal.



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RFP Timeline

1.	RFP announced	Mon., March 16, 2015
2.	Written Questions Due from Responders	5:00 p.m., Thurs., March 26, 2015
3.	Addendum Issued (<i>as needed</i>)	Mon., March 30, 2015
4.	Response Submission Deadline	5:00 p.m., Wed., April 8, 2015 County Administrator's Office 651 Pine Street, 10th Floor Martinez, CA 94553
<i>No response will be accepted after this date and time. Postmarked, facsimiled, or e-mailed submissions will not be accepted.</i>		
5.	Review, rating, and interview process	Mon.-Thurs., April 13-16, 2015
6.	Notification of award recommendations	Fri., April 17, 2015
7.	Appeal period	Mon.-Thurs., April 20-23, 2015
8.	Deadline to submit appeal letters	5:00 p.m., Thurs., April 23, 2015
9.	Community Corrections Partnership Review	Fri., May 1, 2015
10.	Public Protection Committee Review	Mon., May 11, 2015
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the May 19, 2015 Board of Supervisors' agenda		



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Project Description

I. Introduction

The Contra Costa County Administrator's Office (CAO), in collaboration with the County Probation Department, on behalf of the Board of Supervisors, is issuing this Request for Proposals (RFP) #1503-125 to receive proposals from nongovernmental entities or a consortium or coalition of nongovernmental entities to provide community recidivism, crime reduction and other reentry-related services to persons residing in Contra Costa County who have been released from the state prison, a county jail, a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

Community recidivism and crime reduction services include, but are not limited to, delinquency prevention, homelessness prevention, and reentry services.

Based on the response to this solicitation for proposals, Contra Costa County (County) plans to contract with service providers for the period July 1, 2015 to June 30, 2016. The County will retain the discretion to renew any contract issued, contingent on availability of funding and demonstrated successful performance by funded entities during the initial contract period.

If your organization is interested in and capable of providing the requested services by contract with the County, please carefully review the Request for Proposals and submit your proposal as directed. This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a response, nor will the County pay for any costs associated with the preparation of any response.

II. Synonymous Terms

As used throughout this RFP and its attachments, the following terms are synonymous:

- a. Supplier, Vendor, Contractor, Successful Responder
- b. Contract, Agreement
- c. Services, Work, Scope, and Project
- d. Proposer, Responder
- e. "The County" refers to the County of Contra Costa, California.

III. Background

The state Budget Act of 2014 (Chapter 25, Statutes of 2014) allocates \$8 million to the Board of State and Community Corrections for the Community Recidivism Reduction Grant described in [Penal Code section 1233.10](#). Counties are eligible to receive funds if the Board of Supervisors, in collaboration with the county's Community Corrections Partnership, agrees to develop a



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competitive grant program intended to fund community recidivism and crime reduction services.

On September 16, 2014, the Contra Costa County Board of Supervisors approved a letter of interest agreeing to develop a competitive grant program intended to fund community recidivism and crime reduction services. On October 3, 2014, the Community Corrections Partnership voted unanimously to acknowledge the intent of the County to participate in the grant program. On October 27, 2014, the Public Protection Committee voted unanimously that the \$250,000 grant from the state should be competitively bid in the following increments:

- Two (2) \$50,000 grants to entities that propose to provide services to juveniles;
- Three (3) \$50,000 grants to entities that propose to provide services to adults.

Funding for the three adult programs will be awarded to entities that propose to serve residents in the West, Central, and East County regions distinctly--meaning one (1) \$50,000 grant directed to programming in each region of the County. The grants to entities proposing to serve juveniles will be for countywide services (no regional restrictions). Per State statute, the amount awarded to each service provider shall not exceed \$50,000.

IV. Funding

Up to \$250,000 is allocated in Contra Costa County to fund community recidivism, crime reduction and other reentry-related services for the period July 1, 2015 to June 30, 2016.

The amount that can be awarded per successful entity is \$50,000. Agencies are encouraged to provide a **minimum 20% match** of the funds, with consideration given to agencies with more leveraging.

The Contra Costa County Administrator's Office will administer the contracts for the adult programs, and the Probation Department will administer the contracts for the juvenile programs.

V. Purpose, Services and Outcomes

A. Purpose:

The Contra Costa Board of Supervisors has directed the County Administrator's Office to issue this Request for Proposals to identify nongovernmental agencies to provide community recidivism, crime reduction and other reentry-related services to juvenile and adult populations in the county. The client population includes persons residing in Contra Costa County who have been released from state prison, a county jail, a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.



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For the purposes of this proposal, program services may focus on any of the following categories: juveniles (ages 12-18) or adults (ages 18 or over).

B. Services and Desired Outcomes:

Community recidivism and crime reduction services may include any of the following:

1. Self-help groups
2. Individual or group assistance with basic life skills
3. Mentoring programs
4. Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma
5. Job training skills and employment placement services
6. Housing placement services
7. Behavioral health services, including alcohol and drug treatment, intensive case management services for people with serious behavioral health issues, especially for those whose serious mental illness or cognitive disabilities preclude their successful access to services
8. Family support services, including reunification, custody, domestic violence services
9. Healthcare enrollment services
10. Legal services
11. Financial services, including benefits enrollment, banking services, budgeting, credit restoration
12. Post-detention services for youth after release from juvenile detention
13. Truancy prevention and school retention services
14. Literacy programs
15. Any other service that advances community recidivism reduction and crime reduction efforts, as identified by the county Board of Supervisors in the County's Reentry Strategic Plan and the Community Corrections Partnership.

Through this RFP process, the County is seeking agencies to provide services that are designed to enable persons to whom the services are provided to establish or maintain a law-abiding life, reconnect with their family members, build self-sufficiency, and contribute to their communities.

VI. Organizational Requirements

- A. *Service History*: A documented history of service delivery to individuals at moderate to high-risk of recidivism during the five years immediately prior to the application and in the service area for which funding is sought, including successful completion of contract deliverables and participation in outcome evaluation.
- B. *Staff Training*: Bidder's staff must be qualified, adequately trained to provide services,



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and able to maintain confidential offender record information (CORI). Staff must commit to full participation in trainings provided through the County, including trauma-informed practices, among other topics.

County has the discretion to approve or disapprove the qualifications/training level of bidder's staff working with Probation clients.

- C. *Responsivity*: Demonstrated understanding and capacity to deliver responsive services, including cultural and linguistic competency, ties to the local community, community-based service delivery, targeting multiple learning styles at varied literacy levels and relevant client engagement and retention strategies.

Demonstrated knowledge of and commitment to implement evidence-based practices related to successful engagement and recidivism reduction with people at moderate to high-risk of recidivism.

- D. *Interagency Collaboration*: Demonstrated ability and intent to collaborate with local service providers to obtain multi-disciplinary service delivery. A history of successful collaboration including shared case management and blended funding is preferred.
- E. *Data Collection and Reporting*: Demonstrated capacity and commitment to collecting and reporting all required data including service delivery statistics (number served, units of service, dosage by client), and program-related impact and outcome measures.
- F. *Matching Resources*: Current or potential sources of matching resources to supplement direct funding leveraged funding or services and volunteer hours. Since the available funding is not adequate to meet the anticipated level of need, qualified organizations that demonstrate the capacity to access additional funding may be prioritized. Applicants are encouraged to provide a minimum of 20% of matching resources.
- G. *Licensing/Certification Requirements*: Successful bidders must have and maintain all appropriate licenses, permits, and certifications as required by the laws of the United States, State of California, Contra Costa County, and all other appropriate governmental agencies.

VII. Contract Monitoring and Evaluation

The County Administrator's Office and the Probation Department will actively monitor services provided through these contracts.

At a minimum, contractors will be expected to:

- a. Be able to enter into contract and begin service delivery within 3 months of award.



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- b. Perform all services without material deviation from an agreed-upon Service Plan.
- c. Complete progress report forms supplied by County.
- d. Maintain adequate records of service provision to document compliance with Service Plan and complete forms supplied.
- e. Cooperate with the collection of other fiscal/administrative/service data as requested by the County.

The CAO (for adult service contracts) and County Probation (for juvenile service contracts) will:

- a. Monitor subcontracts written by and entered into by the contractor;
- b. Provide information to contractors concerning additional State or County data requirements not provided herein.



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RFP Requirements and Instructions for Responders

The responder requirements in this section are mandatory. Contra Costa County reserves the right to waive any nonmaterial variation.

1. All responders shall submit one (1) original response package and six (6) complete copies of the response, under sealed cover, by mail or hand-delivery to the CAO at 651 Pine Street, 10th Floor, Martinez, CA 94553 to be received **no later than 5:00 p.m. on Wednesday, April 8, 2015**. Any response received after the deadline will be rejected. **Postmarks, faxed and e-mailed submissions are not acceptable.**
2. A copy of a recent audit (within 12 months) or audited financial statement must be attached to the original copy of the proposal.
3. The CAO will review all received responses to make sure they are technically compliant with submission guidelines as per the RFP. Responders that are non-compliant with technical requirements will not move forward to the Review Panel.
4. Responses and required attachments shall be submitted as specified and must be signed by officials authorized to bind the responder to the provisions of the RFP. All costs incurred in the preparation of a response will be the responsibility of the responder and will not be reimbursed by the County.
5. Any questions regarding this RFP should be emailed to Lara.DeLaney@cao.cccounty.us on or before 5:00 p.m. on March 26, 2015.
6. The CAO may amend this RFP, if needed, to make changes or corrections to specifications or provide additional data. Amendments will be posted at <http://www.co.contra-costa.ca.us/2366/Services-Programs>. The CAO may extend the RFP submission date, if necessary, to allow responders adequate time to consider additional information and submit required data.
7. The RFP process may be canceled in writing by the CAO prior to awards if the Contra Costa County Board of Supervisors determines that cancellation is in the best interest of the County.
8. With respect to this RFP, the County reserves the right to reject any, some, or all responses. The County reserves the right to negotiate separately in any manner to serve the best interests of the County. All responses become property of the County, without obligation to any responder.
9. Responses will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFP. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response.



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Evaluation criteria and weight factors are described below.

10. A Review Panel will evaluate all compliant responses received. The panel will be comprised of CAO staff, Probation staff, a representative from West County, a representative from East and Central County, and a subject-matter expert. (*Panel composition subject to change based on participant availability.*) On the basis of panel ratings recommendations, the Community Corrections Partnership and/or Public Protection Committee will make recommendations to the Contra Costa County Board of Supervisors. Responders will be notified of this recommendation in writing. Award of a contract by the Board of Supervisors will constitute acceptance of a response.
11. Prior to making an award recommendation, the Review Panel may choose to conduct interviews with responders. The purpose of the interviews would be to ask follow-up questions that may arise from the Review Panel and to collect any additional information necessary to determine the responder's ability to perform on schedule or any other relevant information to make the award recommendation.
12. Once a decision is made by the Review Panel to make award recommendations, a notice will be mailed to all responders evaluated by the Review Panel.
13. Only responders submitting a response may appeal the RFP process. Appeals must be submitted in writing and should be addressed to Lara DeLaney, Senior Deputy County Administrator; County Administrator's Office and received at 651 Pine Street, 10th Floor, Martinez, CA 94553, no later than **5:00 p.m. on Thursday, April 23, 2015**. Notification of a final decision on the appeal shall be made in writing to the responder. When submitting, an appellant must clearly state the action appealed, the harm to the appellant, and the action sought. Appeals shall be limited to the following grounds:
 - Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
 - There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - A violation of State or Federal law.



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14. Notification of a final decision on the appeal by the CAO shall be made in writing to the responder within five (5) days, and the decision of the CAO shall be final and not subject to further review.
15. Successful responders will be expected to promptly enter contract negotiation with the CAO. This may result in mutually agreed upon changes in plans or activities identified in the response. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFP.
16. Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of any contract.
17. Selected contractor(s) will be responsible for all services offered in their response, whether or not contractor(s) perform them directly or through subcontractors in multiple agency collaboration.
18. The CAO will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.
19. Contracts from this RFP will be for the period July 1, 2015 through June 30, 2016, with satisfactory performance as a condition of any future contract renewal. The contract(s) resulting from this RFP may potentially be renewable at the sole discretion the Board of Supervisors.
20. All contracted parties must agree to implement the County's alcohol/drug abuse prevention/treatment policy and comply with related monitoring and evaluation procedures.



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Response Instructions and Outline

RESPONSE INSTRUCTIONS

1. Responses must be in the form of a package containing a complete response and all required supporting information and documents. Each response to this RFP will be a public record that will be subject to disclosure under the California Public Records Act (Government Code, § 6250, et seq.) and the County's Better Government Ordinance (County Ordinance Code, Title 2, Division 25).
2. Each responder must submit one (1) original package and six (6) complete copies with attachments included, unless otherwise noted. *(If responding to both requests for juvenile and adult services, two complete and separate responses are required. Note that only one proposal, however, may be funded.)*
3. Response materials are to be double-spaced on 8 1/2" x 11" paper (recycled preferred) with no less than 1" margins on all sides using an easy-to-read 12-point font. Total proposal should not exceed 10 pages excluding cover sheet and required attachments.
4. Pages must be stapled together and numbered consecutively. Sections must be identified with an appropriate header.
5. Documents and materials are to be fully completed and attached in the order indicated in the Response Outline below.
6. All information in the response package must be presented in the following sequence.

RESPONSE OUTLINE

I. Response Cover Statement (Form #1)

- A. The Cover Statement with original signatures, **in blue ink**, of the responder's Authorized Representative attached to the original of the response must precede the narrative. Copies of the form must also serve as a cover page to the remaining six (6) response copies submitted.

II. Proposal (not to exceed 10 pages)

A. Responder Overview (not to exceed 3 pages)

1. Your organization's history, years in operation, and number of years providing services described herein. Also indicate your organization's form of business (non-profit, other—specify).



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2. Your organization's primary areas of expertise and current core services.
3. Your organization's qualifications (including resources and capabilities) as they relate to the scope of services and organization requirements described herein. Specifically detail experience with serving the target population and working in collaboration with other stakeholders.
4. Your organization's data management systems, including client record-keeping and financial record-keeping.
5. Proposed staffing (FTEs) for this project, including their roles on this project, their qualifications and their credentials. *(CVs, résumés, job descriptions should be included as an attachment and will not count against the page limit.)*

B. Approach to the Scope of Work *(not to exceed 5 pages)*

1. Please identify your program model, including:
 - a. Program goals and outcomes, including how services will be designed to assist participants in refraining from engaging in criminal activity, reconnecting with their families and contributing to their communities. Also provide justification for the proposed approach, including research demonstrating that this approach is recognized as effective with the proposed population.
 - b. Target population (including gender, age, criminogenic factors), indicating why and how this population was selected.
 - c. Specific need to be addressed, including evidence documenting this need within Contra Costa County.
 - d. Activities and services to be provided, including the specific locations within the County where services will be provided. Include duration, dosage, and frequency of activities and services.
 - e. Innovative elements that are not currently funded by the County's AB 109 Public Safety Realignment program.
 - f. If applicable, describe formal collaboration or integration with other services within the agency or provided by other agencies. If the applicant program plans to collaborate, attach a signed MOU with the partner agency or program identifying the specific methods of collaboration, calculation of monetary or in-kind agreements, and shared goals and metrics.



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2. Outcomes, including:
 - a. Estimated number of participants in each individual program component.
 - b. The plan for tracking participant progress as it relates to individual and collective outcomes.
 - c. The plan to document the services provided to each participant.
 - d. The plan to document activities performed by staff funded by the program.

C. Proposed Budget (not to exceed 2 pages)

1. Provide the budget for the program. Identify both one-time and ongoing costs. If you anticipate supporting your operations through additional funds (in-kind or hard-dollar), identify the sources and uses of those funds within the budget.
2. Provide a budget narrative, including supporting detail to ensure clear understanding of funding uses, including administrative staff, start-up costs, and in-kind service providers.

III. Attachments

- A. Job Descriptions and Résumés** of Executive Director and key program staff
- B. Timeline** of major project activities for the entire project period that is reasonable given the nature and scope of the project
- C. Responder's Statement of Qualifications (Form #2)**, completed and signed by Agency Executive Director and President of Agency Board of Directors.
- D. Fiscal Attachments**
 1. One copy of bidder's IRS 501(c)(3) determination letter and/or Articles of Incorporation attached to original proposal copy.
 2. One copy of bidder's last audit or audited financial statement attached to original proposal.
 3. One copy of current Agency Operating Budget with revenues and expenses.
- E. Agency Brochure** (as available)
- F. City of Antioch Ordinance Compliance**

Note: Contractors seeking to provide services located in the City of Antioch must demonstrate compliance with Ordinance No. 2066-C-S amending Section 9-5.203 and adding Section 9-5.3836 to the Antioch Municipal Code, including providing proof of a valid use permit issued by the City of Antioch.



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Response Review and Selection

All responses submitted in compliance with the RFP requirements will be eligible for review and selection.

Response Selection Methodology:

- A. CAO staff will review each response's adherence to RFP specifications, including:
 - 1. Response Cover Statement
 - 2. Response
 - 3. Agency Information (*including required attachments*)
- B. All responses deemed responsive will be referred to the RFP Review Panel.
 - 1. The panel will be comprised of CAO staff, Probation staff, a representative from West County, a representative from East and Central County, and a subject-matter expert. (Panel composition subject to change based on participant availability.)
 - 2. The Review Panel will review all qualified responses and evaluate and score all service elements utilizing the evaluation criteria outlined.
- C. The Community Corrections Partnership and/or Public Protection Committee will make recommendations for contract awards to the Board of Supervisors after considering the recommendations of the Review Panel.



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Rating Sheet

Program elements will be rated as follows with a maximum score of 100:

Program Elements and Possible Score

I. Response Cover Statement (required but not weighted)

II. Responder Overview (0-30 points total)

- A. Relevancy of responder's overall services/history (5 pts.)
- B. Responder's qualifications as they relate to scope of work and organization requirements (10 pts.)
- C. Responder's data management systems (5 pts.)
- D. Relevant experience and expertise of proposed staff (10 pts.)

III. Approach to the Scope of Work (0-50 points total)

- A. Proposal includes clear description of program goals and outcomes, justification for proposed approach, specific need to be addressed and evidence of need. (20 pts.)
- B. Target population meets program goals (5 pts.)
- C. Proposal includes clear description of activities that are consistent with program goals. Proposal includes details on duration of activities. Level of activity is appropriate to level of funding provided. (10 pts.)
- D. Proposal clearly identifies intended impacts/outcomes on target population and how those impacts will be measured. (10 pts.)
- E. Proposal includes innovative elements that are not currently funded by the County's AB 109 Public Safety Realignment program. (5 pts.)

IV. Cost Estimate (0-20 points total)

- A. Project costs are reasonable. (10 pts.)
- B. Cost explanations are clear and demonstrate roles of proposed staffing. (5 pts.)
- C. Leveraging of the available grant funds is provided at a min. of 20% (5 pts.)

Total: 100 pts.



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Form #1: Response Cover Statement

Proposal: _____Juvenile _____Adult – Select region: West / East / Central

Responder: _____

Business Address: _____

Phone/Email: _____ / _____ Year Founded: _____

Contact Name & Title: _____

501(c)(3)? Yes _____ No _____ Exemption Expiration Date: _____

Other Form of Business? (*explain*): _____

Federal Employer Number: _____

List Collaborative Partners, if applicable: _____

We submit the attached response and attachments in response to Contra Costa County's Request for Proposals #1503-125 and declare that:

If the Board of Supervisors of Contra Costa County accepts this response, we will enter into a standard contract with Contra Costa County to provide all work specified herein as proposed or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used for other programs operated by the responder/contractor unless stipulated within the response and accepted by the County.

Authorized representatives: (two signatures required)

Name & Title: _____

Signature: _____ Date: _____

Executive Director (or equivalent)

Name & Title: _____

Signature: _____ Date: _____

Board President (or equivalent)

This form must accompany the response package when submitted and should be attached to each copy. Only one copy with original signatures is required.



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Form #2: Responder's Statement of Qualifications

1. List any licenses or certifications held by the responder, with expiration dates.

2. Financials and Fiscal Management

A. Who administers your fiscal system?

Name: _____

Phone: _____ Work Schedule: _____

Title: _____

B. What CPA firm maintains or reviews your financial records and annual audit, if applicable?

Name: _____

Phone: _____ Email: _____

Address: _____

3. Business Identity

A. Number of years responder operated under the present business name. _____

B. List related prior business names, if any, and timeframe for each.

4. Number of years providing services described in this response or related services _____

5. Has responder failed or refused to complete any contract? Yes No

If yes, briefly explain: _____

6. Is there any past, present, or pending litigation in connection with contracts for services involving the responder or any principal officer of the agency? Yes No

If yes, briefly explain: _____



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Responder's Statement of Qualifications, CONTINUED

7. Does responder have a controlling interest in any other firm(s)? Yes No

If yes, please list: _____

8. Does responder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? Yes No

If yes, please explain: _____

Responder attests, under penalty of perjury, that all information provided herein is complete and accurate. Responder agrees to provide to County other information the County may request as necessary for an accurate determination of responder's qualifications to perform proposed services.

Name & Title: _____

Signature: _____ Date: _____
Executive Director (or equivalent)

Name & Title: _____

Signature: _____ Date: _____
Board President (or equivalent)



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General Conditions of County Contract

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

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



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

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
 - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this



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Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
 10. **Choice of Law and Personal Jurisdiction.**
 - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
 11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
 12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.



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13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be



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required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be



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required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this



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Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the



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Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.