



# Contra Costa County

## REQUEST FOR PROPOSALS (RFP) # 1504-137 *Transitional Housing for East-Central Network of Services*

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The Contra Costa County Administrator's Office is pleased to announce, on behalf of the Board of Supervisors, the availability of up to **\$220,000** for "Transitional Housing" to be provided to individuals who live in East and Central Contra County and are under County supervision following California's Public Safety Realignment (AB 109), 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.*

*Interested parties may attend a*

***Bidders Conference on***

***Friday, May 8, 2015***

*At the following time/location:*

***10:00 to 11:00 a.m. in the Pittsburg City Council Chambers, 65 Civic Avenue, Pittsburg***

***The Bidders Conference will afford the opportunity to ask questions about the RFP and to receive technical assistance.***

***Final proposals will be due at 651 Pine Street, 10<sup>th</sup> floor, Martinez, CA 94553  
by 5:00 p.m. on Friday, May 15, 2015.***

Written questions about the RFP can be submitted to [lara.delaney@cao.cccounty.us](mailto:lara.delaney@cao.cccounty.us)  
by 5:00 p.m. on May 8, 2015.

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



**REQUEST FOR PROPOSALS (RFP) #1504-137**  
*Transitional Housing for East-Central Network of Services*

**Table of Contents**

**RFP TIMELINE..... 3**

**PROJECT DESCRIPTION..... 4**

**RFP REQUIREMENTS AND INSTRUCTIONS FOR RESPONDERS..... 14**

**RESPONSE INSTRUCTIONS AND OUTLINE..... 17**

**RESPONSE REVIEW AND SELECTION..... 20**

**RATING SHEET..... 21**

**FORM #1: RESPONSE COVER STATEMENT..... 22**

**FORM #2: RESPONDER'S STATEMENT OF QUALIFICATIONS..... 23**

**GENERAL CONDITIONS OF COUNTY CONTRACT..... 25**



**REQUEST FOR PROPOSALS (RFP) #1504-137**  
***Transitional Housing for East-Central Network of Services***

***RFP Timeline***

1.	<b>RFP announced</b>	<b>Wed., April 29, 2015</b>
2.	Written Questions Due from Responders	5:00 p.m., Fri., May 8, 2015
3.	Addendum Issued ( <i>as needed</i> )	Mon., May 11, 2015
4.	<b>Response Submission Deadline</b>	<b>5:00 p.m., Fri., May 15, 2015</b> <b>County Administrator's Office</b> <b>651 Pine Street, 10<sup>th</sup> Floor</b> <b>Martinez, CA 94553</b>
<i>No response will be accepted after this date and time.</i> <i>Postmarked, facsimiled, or e-mailed submissions will not be accepted.</i>		
5.	Review, rating, and interview process	Mon.-Thurs., May 18-21, 2015
6.	Notification of award recommendations	Fri., May 22, 2015
7.	Appeal period	Mon.-Thurs., May 25-28, 2015
8.	<b>Deadline to submit appeal letters</b>	<b>5:00 p.m., Thurs., May 28, 2015</b>
9.	Community Corrections Partnership Review	Fri., June 5, 2015
10.	Public Protection Committee Review	Mon., June 8, 2015
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the June 16, 2015 Board of Supervisors' agenda		



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

### ***Project Description***

#### **I. Introduction**

The Contra Costa County Administrator's Office, on behalf of the Board of Supervisors, is issuing this Request for Proposals (RFP) #1504-137 to receive proposals from service providers for the provision of transitional housing services related to the implementation of AB 109 Public Safety Realignment in Contra Costa County.

Private, not-for-profit organizations, for-profit organizations, and public agencies who offer housing services that serve the needs of the AB 109 population, with demonstrated effectiveness in providing evidence-based and research-informed housing services that address criminogenic needs and are designed to reduce recidivism, and with a commitment to working within collaborative efforts, are invited to submit proposals.

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**

In 2011, the California Legislature passed the Public Safety Realignment Act (Assembly Bill 109), which transferred responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. This Act tasked local government at the county level with developing a new approach to reducing recidivism among certain low-level felony criminal offenders. AB 109 took effect October 1, 2011 and



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

realigned three major areas of the criminal justice system.

On a prospective basis, the legislation:

- Transferred the location of incarceration for lower-level offenders (specified non-violent, non-serious, non-sex offenders) from state prison to local county jail pursuant to Penal Code 1170 (h) and provides for an expanded role for post-release Mandatory Supervision for these offenders;
- Transferred responsibility for post-release supervision of lower-level offenders (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (PRCS);
- Transferred the housing responsibility for parole and PRCS revocations to local jail custody.

AB 109 also tasked the local Community Corrections Partnership (CCP) with recommending to the County Board of Supervisors a plan for implementing public safety Realignment. The Board of Supervisors adopted the Contra Costa County Realignment Plan on October 4, 2011 (Agenda Item No. D.5), as recommended by the Executive Committee of the CCP.

The Executive Committee of the CCP is composed of the County Probation Officer (Chair), the Sheriff-Coroner, a Chief of Police (represented on a rotating appointment by a Chief of Police of a city within the County), the District Attorney, the Public Defender, the Presiding Judge of the Superior Court or designee (represented by the Court Executive Officer), and the County Director of Employment and Human Services.

A Community Advisory Board (CAB) was formally recognized by the CCP Executive Committee in December 2012 to provide input on community needs; assess implementation of the realignment plan; review data on realignment outcomes; advise the CCP on community engagement strategies; offer recommendations for ongoing realignment planning; advise County agencies regarding programs for implementation in the County; and encourage outcomes that are consistent with the County's *Reentry Strategic Plan*.

On August 24, 2012 the Executive Committee of the CCP unanimously agreed that the goals established by the *Contra Costa County Reentry Strategic Plan*<sup>1</sup> would guide the planning for Public Safety Realignment. These goals are:

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<sup>1</sup> Available at <http://www.cccounty.us/DocumentCenter/View/25650>



## **REQUEST FOR PROPOSALS (RFP) #1504-137** *Transitional Housing for East-Central Network of Services*

- Use a holistic, systemic, and inclusive approach that involves federal, state and local government stakeholders, community organizations, advocates, the formerly incarcerated, and family and community members;
- Adopt strategies that draw on evidenced-based approaches and practices;
- Target high- to moderate-risk probationers and parolees through the use of evidence-based tools;
- Emphasize geographic areas from which a disproportionate number of formerly incarcerated people are drawn and to which they return;
- Incorporate assessment and case management tools targeting continuous reentry planning, beginning at the point of admission to the criminal justice system, and working through pre- and post-release;
- Embrace a commitment to the continuous and appropriate delivery of drug treatment, medical care, job training and placement, educational services, cognitive behavioral therapy and/or other services essential to reentry;
- Provide for independent evaluations of reentry programs using, when feasible, random assignment and controlled studies to determine effectiveness of programs and services provided; and
- Reduce crime, increase public protection, and protect people from further victimization.

### **Reentry Service Delivery Model in Contra Costa County**

The service delivery model developed by the CCP involves multiple organizations working in collaboration to provide services to address the specific criminogenic risks and needs of the AB 109 population. Service providers are directed to incorporate the evidence-based practice of service delivery prior to community release, whenever possible.

A dedicated unit of AB 109 Probation Officers serves as lead case managers to coordinate and track services provided by County and community-based partner organizations. The AB 109 Probation Officers interview clients using the Correctional Assessment and Intervention System (CAIS)<sup>2</sup>, a comprehensive assessment tool that combines validated risk and needs assessments with suggested supervision strategies for case planning. Areas of criminogenic risk and need are identified and prioritized in developing an individualized case plan that addresses specific goals and needed services.

AB 109 Probation Officers work closely with the County Behavioral Health Division's "Forensic Team" to coordinate service referrals. The Forensic Team was formed to address the needs of criminal justice involved individuals with co-occurring mental health and substance abuse disorders. In addition to mental health counseling and medication management, clients can access residential and outpatient substance abuse treatment, short term housing through homeless shelters, as well as assistance with enrollment in state and federal benefits including health care and income supports.

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<sup>2</sup> National Council on Crime and Delinquency. (2009). *CAIS System Manual*. (Madison, WI: NCCD)



## **REQUEST FOR PROPOSALS (RFP) #1504-137** *Transitional Housing for East-Central Network of Services*

This innovative partnership between County agencies is supported by AB 109-funded community-based employment, housing, and mentoring services as well as the development of a West County Reentry Resource Center (anticipated to open in Richmond, fall 2015) and the East-Central Reentry Network. The East-Central Reentry Network is managed by a contracted Network Manager and supported by three contracted Field Operations Coordinators (one located in the Concord Police Department, one in the Antioch Police Department, and another in the Pittsburg Police Department). The East-Central Reentry Network was developed in the "Plan for an East & Central County Networked System of Services," available at <http://www.co.contra-costa.ca.us/2366/Services-Programs>.

The Reentry Network (<http://www.contracosta.ca.gov/5220/Reentry-Network>) is a networked system of services that provides a "No Wrong Door" service mechanism to help returned citizens succeed in reintegrating into the communities where they resided before incarceration, consequently leading to a significantly reduced recidivism rate, increased public safety, and healthy family reunification. Network services include transitional housing, specialized employment training (provided currently by "Prepare My Sheep,"), employment and education liaison services (provided currently by "Reach Fellowship International" and "Men and Women of Purpose"), and leadership/entrepreneurial training (provided by "Brighter Beginnings" and the JFK University's Institute for Entrepreneurial Leadership).

For Penal Code 1170(h) individuals sentenced to Mandatory Supervision and for individuals under Post-Release Community Supervision (PRCS), a designated AB 109 Probation Officer will initiate case management pre-release, including completing CAIS risk and needs assessments and developing a transition plan. Where appropriate, AB 109 individuals will access comprehensive Forensic Team services. AB 109 individuals who are not dually diagnosed with co-occurring disorders can still access the AB 109 designated shelter beds and substance abuse programs with Probation Officer referral to the County Behavioral Health Division. Both AB 109 Probation Officers and Forensic Team staff make direct referrals and coordinate services with agencies funded to provide employment, mentoring and housing services.

In addition to the coordinated care system described above, the County allocated AB 109 funding to the Public Defender and District Attorney (DA) for staff to provide Arraignment Court Early Representation (ACER), which provides for representation at arraignment for indigent clients; a full-time Clean Slate paralegal to aid County residents seeking expungement and related services; an additional Assistant District Attorney and Assistant Public Defender for Domestic Violence filings; additional Victim Witness Advocates; and a Reentry Attorney in the DA's office. A Pre-Trial program has also been implemented, as a partnership between the DA, Sheriff's Office, Public Defender and Probation Department. In addition, the Employment and Human Services Department has received AB 109 funding for employment specialists to work at the County One-Stop employment centers to coordinate with County and community providers and develop new employment opportunities for this population in designated high growth sectors. Finally, funding has been provided for data collection and evaluation efforts to



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

measure the efficacy of the County and community services and programs over time.

### Demographic Highlights

Since October 1, 2011, the AB 109 unit of the Contra Costa County Probation Department has supervised 1,707 clients, 1,134 under Post-Release Community Supervision and 771 on Mandatory Supervision under Penal Code 1170(h)(5)(b). A majority (90%) of AB 109 clients are male. Even so, services that are gender-responsive to the needs of female clients are encouraged. While clients range in age from 18 to over 72, the average age is 39 and the majority of clients are in the 18 to 45 age range.

Seventy five (75) percent of currently supervised AB 109 clients are assessed as moderate to high-risk for recidivism using the CAIS tool. CAIS determines risk through a semi-structured interview that identifies gender responsive risks, strengths and needs based on criminogenic needs including mental illness and substance abuse, antisocial behavior history, antisocial-procriminal attitudes and associations, personality patterns and familial factors.

As of April 29, 2015, the AB 109 unit actively supervises 582 clients residing in Contra Costa County. Approximately 222 (44%) reside in East County (Antioch, Bay Point, Brentwood, Discovery Bay, Oakley, Pittsburg), approximately 85 (17%) reside in Central County (Clayton, Concord, Lafayette, Pacheco, Martinez, Pleasant Hill, Walnut Creek), approximately 147 (30%) reside in West County (Crockett, El Sobrante, Hercules, Pinole, Richmond, Rodeo, San Pablo), and 9% of the AB 109 clients reside in other counties (Alameda, Sacramento, Solano, Yolo).

In East County, 83% of AB 109 clients reside in Antioch, Pittsburg and Bay Point. In Central County, 63% reside in Concord and Martinez. In West County, 74% reside in the cities of Richmond and San Pablo. Respondents should demonstrate capacity to provide services in the East and Central County cities where the majority of AB 109 clients reside.

### **AB 109 Population Demographics** (As of April 29, 2015)

	PRCS	1170(h)	Both
Total Clients	411	388	799
Gender			
Male	385	307	87%
Female	26	81	13%
Age			
Average Age	38	38	38
18-25	12%	8%	10%
26-35	35%	33%	35%
36-45	31%	28%	30%
46-55	17%	19%	19%
56-65	5%	6%	6%
66+	0.5%	0.5%	0.5%





**REQUEST FOR PROPOSALS (RFP) #1504-137**  
***Transitional Housing for East-Central Network of Services***

Race/Ethnicity			
White	38%	40%	40%
Black	37%	34%	37%
Hispanic	21%	17%	20%
Asian	0.5%	1%	1%
Pacific Islander	0%	0%	0%
Filipino	1%	0.7%	0.9%
Samoan	0.2%	0%	0.1%
Native American	0%	0%	0%
Other	0.2%	0%	0.1%
Unknown	1%	1%	1%

**IV. Funding**

Up to \$220,000 is allocated from the East-Central Reentry Network implementation funds to fund transitional housing services for the period July 1, 2015 to June 30, 2016.

The CCP-Executive Committee approved a \$21,458,315 budget for FY 2015-16 AB 109 Public Safety Realignment at its January 9, 2015 meeting. The Board of Supervisors is expected to act on this budget recommendation on May 12, 2015. The proposed budget includes \$1,200,000 for the implementation of both the West County Reentry Resource Center (\$400,000) and the East-Central Reentry Network (\$800,000). The funding for this RFP is a portion of the budget allocated to the East-Central Reentry Network.

**V. Purpose, Services and Outcomes**

**A. Purpose:**

“Reentry” is not a specific program, but rather a process that starts when an offender is initially incarcerated and ends when the offender has been successfully reintegrated in his or her community as a law-abiding citizen. The reentry process includes the delivery of a variety of research- and evidence-based program services in both pre- and post-release settings, designed to ensure that the transition from prison or jail to the community is safe and successful. Short and long-term housing access and housing support, in general, can be a significant element of a successful reentry strategy.

While incarcerated, most individuals plan to move in with family members to provide a stable living situation upon release. However, formerly incarcerated individuals are often barred from joining a stable family living situation because they cannot be added to the lease or housing agreement. Many of these individuals experience rejection from families and friends, refusal by private landlords, and intensive screening (and eviction) from public housing.



## **REQUEST FOR PROPOSALS (RFP) #1504-137** *Transitional Housing for East-Central Network of Services*

Despite the numerous challenges, new reentry housing programs are emerging. Yet even within the ones that currently exist, there are numerous differences reflecting the multiple factors to consider in designing such a program. Simply deciding whom the facility will serve can be quite challenging.

The history of low-income and special needs housing in the United States has traditionally been one of concentrating large numbers of units in a small number of disadvantaged communities. This approach is no longer considered viable and has been supplanted by a scattered site model supporting low density, low profile developments. Centralized facilities may be easier to operate and supervise, but are both highly visible and difficult to finance and develop. However, it can be more difficult to provide services, supervision and structure to a more dispersed population.

Determining what type of reentry housing to provide is another factor to consider, as many of these programs operate with varying levels of structure and flexibility. Emergency housing is for individuals who have no place to go upon their release, and is mostly provided by an overburdened shelter system. Transitional housing, also called “phased permanent,” “transpermanent” or “interim” housing, provides short-term residence and treatment services. Permanent housing teaches complete self-sufficiency and provides a permanent supportive environment for those who need lifelong care. Some reentry housing models have successfully incorporated more than one type of housing within the same facility or program.

In 2011, The Pacific Institute’s Safe Return Team, comprised of formerly incarcerated County residents, completed a survey of recently-released, adult Richmond area residents to assess service needs. 78% of respondents were unemployed, more than four times the overall Richmond unemployment rate and six times the California unemployment rate; 70% were technically homeless, staying with family or friends, short-term shelters or halfway houses; and more than half received no pre-release services or information about community reintegration resources. These findings illustrate the need for the housing support, pre-release case management, and vocational services.

The Safe Return report also found that the most common challenge recently released individuals face in accessing housing is financial: six out of ten could not afford the cost of entry into permanent housing (deposit and first and last month’s rent) or to pay market rate rent in the community. In addition, many do not have sufficient credit history to meet private landlord screening. Increases in rent and in the use of tenant screening protocols have only exacerbated the problems faced by formerly incarcerated individuals seeking housing in the County.

The County requests that proposers articulate strategic partnerships with a range of reentry service providers, so that clients have efficient access to relevant treatment, financial literacy/money management and planning, mental health, education, employment and other personal development opportunities in addition to sober, safe and dignified housing.



## **REQUEST FOR PROPOSALS (RFP) #1504-137** *Transitional Housing for East-Central Network of Services*

Housing access can include facilitating access to low-cost and/or subsidized housing options including sober living and other transitional housing, working with local housing authority to foster access to public subsidies and remove potential barriers, and addressing legal barriers to accessing post-release housing. This may take the form of short-term emergency shelter, intermediate term (2-6 month) fully or partially subsidized housing and/or move-in assistance, and assistance with long-term affordable housing. Housing services should be provided in locations throughout the Central and East regions of the county.

### **B. Services and Desired Outcomes:**

Housing assistance includes services that assist an individual to secure short-term or intermediate-term transitional housing, leading ultimately to long-term permanent housing, and may include:

- Short-term emergency shelter
- Intermediate-term fully or partially subsidized housing
- Master leasing to provide sub-leases
- Identifying local housing resources and gaps (low-cost private market housing and subsidized housing)
- Identifying landlords willing to provide housing to individuals with criminal records
- Coordinating shared housing among multiple tenants
- Accompanying an individual to meet with a rental agent or going to see the units offered
- Assistance with rental agreements and application forms
- Credit counseling and repair services
- Education and advice on the rights/responsibilities of tenancy
- Assistance with security and utility deposits
- Case managers to navigate access to existing, low-income and subsidized housing

### **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 field of housing services, including successful completion of contract deliverables and participation in outcome evaluations.
- B. *Staff Training*: Bidder's staff must be qualified, adequately trained to provide services, 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.



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

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 (particularly to those with a history of substance abuse, mental illness, or dual-diagnosis), 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 will actively monitor services provided through these contracts and 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.

At a minimum, contractors will be expected to:

- c. Be able to enter into contract and begin service delivery within 2 months of award.



**REQUEST FOR PROPOSALS (RFP) #1504-137**  
***Transitional Housing for East-Central Network of Services***

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



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

### ***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, 10<sup>th</sup> Floor, Martinez, CA 94553 to be received **no later than 5:00 p.m. on Friday, May 15, 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 e-mailed to [Lara.DeLaney@cao.cccounty.us](mailto:Lara.DeLaney@cao.cccounty.us) on or before 5:00 p.m. on May 8, 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.



## **REQUEST FOR PROPOSALS (RFP) #1504-137** ***Transitional Housing for East-Central Network of Services***

10. A Review Panel will evaluate all compliant responses received. The panel will be comprised of CAO staff, Probation staff, the East-Central Network Manager, a member of the Community Advisory Board 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, 10<sup>th</sup> Floor, Martinez, CA 94553, no later than **5:00 p.m. on Thursday, May 28, 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.



## **REQUEST FOR PROPOSALS (RFP) #1504-137** *Transitional Housing for East-Central Network of Services*

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 negotiations with the CAO and begin service delivery within 2 months. 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.





**REQUEST FOR PROPOSALS (RFP) #1504-137**  
***Transitional Housing for East-Central Network of Services***

***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.
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 housing services described herein. Also indicate your organization's form of business (non-profit, other—specify).
2. Your organization's primary areas of expertise and current core services.



## **REQUEST FOR PROPOSALS (RFP) #1504-137** ***Transitional Housing for East-Central Network of 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 housing services will be designed to assist participants in accessing short-term and, ultimately, long-term permanent housing, so they may refrain from engaging in criminal activity, reconnect with their families and positively contribute 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. Activities and services to be provided, including the specific locations within the County where housing services will be provided. Include duration, dosage, and frequency of housing related activities and services.
  - d. Describe collaboration or integration with other services within the agency or provided by other agencies in the Reentry Network. 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.
2. Outcomes, including, but not limited to:
  - 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.



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

- d. The plan to document activities performed by staff funded by the program.

### **C. Proposed Budget (not to exceed 2 pages)**

1. Provide a line-item budget for the program. Identify both one-time and on-going 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.*



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

### ***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 the Community Advisory Board, the East-Central Network Manager, 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.



**REQUEST FOR PROPOSALS (RFP) #1504-137**  
***Transitional Housing for East-Central Network of Services***

***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. (20 pts.)
  - B. Target population meets program goals (10 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.)
- 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 funds is provided at a min. of 20% (5 pts.)

**Total: 100 pts.**



**REQUEST FOR PROPOSALS (RFP) #1504-137**  
***Transitional Housing for East-Central Network of Services***

***Form #1: Response Cover Statement***

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 #1504-137 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.*



**REQUEST FOR PROPOSALS (RFP) #1504-137**  
***Transitional Housing for East-Central Network of Services***

***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:* \_\_\_\_\_

\_\_\_\_\_



**REQUEST FOR PROPOSALS (RFP) #1504-137**  
***Transitional Housing for East-Central Network of Services***

**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)





**REQUEST FOR PROPOSALS (RFP) #1504-137**  
***Transitional Housing for East-Central Network of Services***

***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.



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

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



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

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.



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

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



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

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



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

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



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

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



## REQUEST FOR PROPOSALS (RFP) #1504-137 *Transitional Housing for East-Central Network of Services*

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.