



Contra Costa County

REQUEST FOR PROPOSALS (RFP) #1602-167 *Employment Support and Placement Services for AB 109 Program*

The Contra Costa County Administrator's Office is pleased to announce, on behalf of the Board of Supervisors, the availability of up to \$2,000,000 on an annual basis for "Employment Support and Placement Services" to be provided to formerly incarcerated individuals for the period July 1, 2016 through June 30, 2019. The contract term will be one year, with two (2) one-year renewal options, upon satisfactory contract performance.

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

Please read this entire packet carefully.

Interested parties are required to attend a

MANDATORY Bidders Conference

At any of the following dates/times/locations:

March 7 from 9:00 to 11:00 a.m. in the Pittsburg City Council Chambers, 65 Civic Ave., Pittsburg

March 8 from 10:00 a.m. to noon in the Zoning Administrator Room, 30 Muir Rd., Martinez

March 9 from 2:30 p.m. to 4:30 p.m. in the Richmond City Council Chambers, 440 Civic Center Plaza, Richmond

Attendance at this mandatory Bidders Conference is a requirement for submitting a proposal. The Bidders Conference is an opportunity to ask questions about the RFP and to receive technical assistance.

**Final proposals will be due at 651 Pine Street, 10th floor, Martinez CA 94553
by 5:00 p.m. on Friday, April 1, 2016.**

Written questions about the RFP can be submitted to lara.delaney@cao.cccounty.us by
5:00 p.m. on March 14, 2016.

Questions received after the Bidders Conference will be answered and made available at
<http://www.co.contra-costa.ca.us/index.aspx?NID=2366>.

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



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RFP TIMELINE

1.	RFP announced	Tues., March 1, 2016
2.	Mandatory Bidders Conference	March 7 from 9:00 to 11:00 a.m. in the Pittsburg City Council Chambers, 65 Civic Ave., Pittsburg; or March 8 from 10:00 a.m. to noon in the Zoning Administrator Room, 30 Muir Rd., Martinez; or March 9 from 2:30 p.m. to 4:30 p.m. in the Richmond City Council Chambers, 440 Civic Center Plaza, Richmond
3.	Written Questions Due from Responders	5:00 p.m., Mon., Mar. 14, 2016
4.	Addendum Issued	Wed., Mar. 16, 2016
5.	Response Submission Deadline	5:00 p.m., Fri., April 1, 2016 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>		
6.	Review, rating, and interview process	April 4-15, 2016
7.	Notification of award recommendations	Fri., April 15, 2016
8.	Appeal period	April 18-22, 2016
9.	Deadline to submit appeal letters	5:00 p.m., April 22, 2016
10.	Public Protection Committee Review	Mon., April 25, 2016
11.	Community Corrections Partnership Review	Fri., May 6, 2016
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the May 10, 2016 Board of Supervisors' agenda		



REQUEST FOR PROPOSALS # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

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) # 1602-167 to receive proposals from service providers for a specific set of reentry services related to the implementation of AB 109 Public Safety Realignment in Contra Costa County. Based on the response to this solicitation for proposals, Contra Costa County (County) plans to contract with service providers for the period of July 1, 2016 to June 30, 2019. 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 contract period. (Contract term is one-year, with two (2) one-year renewal options.)

Private, not-for-profit organizations, for-profit organizations, public agencies, and not-for-profit institutions of education who offer programs that serve the needs of the AB 109 population and the formerly incarcerated, with demonstrated effectiveness in providing evidence-based and research-informed 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.

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

II. Synonymous Terms

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

1.
 - a. Supplier, Vendor, Contractor, Successful Bidder, Operator
 - b. Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Proposer, Responder, Respondent, Bidder
2. "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 this population. AB 109 took effect October 1, 2011 and realigned three major areas of the criminal justice system.

On a prospective basis, the legislation:



- Transferred the location of incarceration for individuals convicted of lower-level specified non-violent, non-serious, non-sex offences from state prison to local county jail pursuant to Penal Code 1170 (h) and provides for an expanded role for their post-release Mandatory Supervision;
- Transferred responsibility from the State to the County for post-release supervision of those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense 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. On November 9, 2012, the CCP Executive Committee adopted an AB 109 Operational Plan.

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

The recommended FY 2016/17 AB 109 Public Safety Realignment Budget includes \$4,680,000 for Community Programs as follows:

• Employment Support and Placement Services	\$2,000,000
• Implementation of Reentry Success Center and Network	\$1,285,000
• Short and Long-term Housing Access	\$1,030,000
• Mentoring and Family Reunification Services	\$200,000
• Civil Legal Services	\$150,000
• Development of a “Reentry Resource Guide”	\$15,000



IV. Service Delivery Model

The service delivery model developed by the CCP involves multiple organizations working in collaboration to provide services to address the specific criminogenic needs of the AB 109 population and others formerly incarcerated. The CCP is supported in this model development by the advice of the Community Advisory Board and its subcommittees.

The coordination of all of the County's re-entry efforts is led by a contracted Reentry Coordinator, situated in the Probation Office, and administratively supported by the County Administrator's Office. A dedicated unit of AB 109 Probation Officers serve as lead case managers to coordinate client services provided by County and community-based partner organizations. AB 109 Probation Officers also work closely with the County's 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 out-patient 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. 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.

This partnership between County agencies is further supported by community-based organizations contracted to provide employment support and placement, housing, mentoring, civil legal and family reunification services. Navigation and referral assistance to all of these services comes through access to the Reentry Success Center (located in Richmond) and the Central-East Network Reentry System of Services.

The Central-East 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 Reentry Network (<http://www.contracosta.ca.gov/5220/Reentry-Network>) provides a "No Wrong Door" service mechanism to help formerly incarcerated individuals successfully reintegrate into the communities where they resided before incarceration, leading to a reduced recidivism rate, increased public safety, and healthy family reunification. Network services include transitional housing, specialized employment training in auto mechanics, employment and education liaison services, and leadership training.

The Reentry Success Center is intended to serve as a centralized, site-based gathering place for learning, capacity-development, and access to information and services related to reentry. Gathering resources into one accessible and welcoming hub of integrated services in a restorative environment, the Center is intended to serve a variety of members, including people who are currently incarcerated in prison or jail and who are within six months of returning to Contra Costa; formerly incarcerated people who live in Contra Costa; and Contra Costa County residents who are family members of currently incarcerated or formerly incarcerated people.



Led by its Director, the Center is co-governed by Rubicon Programs in formal partnership with the Center's multi-sector Steering Committee. This 13 member governance body is charged with stewarding the Center's mission, values, and vision, and guiding the alignment of the Center's operations with the community's identified needs and desires.

Generally, thirty to sixty days prior to a person's release from county jail to Mandatory Supervision, or to Post-Release Community Supervision (PRCS) from nearby prisons, a Deputy Probation Officer is able to make an initial contact with a client and introduce them to the programs and services made available to them. During this initial contact and interview the Deputy Probation Officer administers the Correctional Assessment and Intervention System (CAIS), a comprehensive assessment tool that combines validated risk and needs assessments with suggested supervision strategies for case planning. Through this process, areas of criminogenic need are identified and prioritized while an individualized case plan for the client is developed that addresses specific goals and needed services. The person is then referred to service providers to help meet the needs of the client and to obtain the goals that have been identified and agreed upon.

In addition to the coordinated care system described above, the County has also allocated AB 109 funding to the Public Defender and District Attorney (DA) for an Arraignment Court Early Representation (ACER) program, to ensure representation at arraignment for indigent clients; staff support for a Clean Slate program to aid County residents seeking expungement and related record remedy services; funding for the development of a "Failure to Appear" program; an additional Assistant District Attorney for Domestic Violence filings; additional Victim Witness Advocates; and a Reentry Attorney in the DA's office. Funding has also been recommended for FY 2016-17 for a Ceasefire Coordinator. In addition, a Pre-trial Services program has been implemented, as a partnership between the DA, Sheriff's Office, Public Defender and Probation Office.

The Workforce Development Board receives AB 109 funding to coordinate with County and community providers, leverage their existing services, and develop new employment opportunities for this population in designated high growth sectors. The Contra Costa County Police Chiefs Association also receives AB 109 funding to support 4.0 FTE officers in the cities of Antioch, Concord, Pittsburg and Richmond for coordinated support of AB 109 related law enforcement activities. Finally, funding has been provided since 2013 for data collection and evaluation efforts to measure the efficacy of the County and community services and programs over time.

V. Target Population

The target population to be served includes individuals released from state prison on or after October 1, 2011 who are placed on PRCS provided by the Probation Department and those convicted of a non-violent, non-serious, non-sex offense pursuant to Penal Code 1170(h) who are incarcerated in County jail and/or assigned to Mandatory Supervision by Probation. If additional program capacity exists within the available funding, program services may be expanded to other formerly incarcerated populations in a tiered approach that prioritizes and ensures services to AB 109 clients.



Demographic Highlights:

The County seeks to partner with eligible entities that have expertise in delivering reentry services to a diverse population assessed as moderate to high risk to re-offend. Respondents must demonstrate understanding of the demographics and criminogenic needs of justice-involved individuals and clearly articulate a track record of experience providing commensurate evidence-based services and interventions. Where any new or innovative practice is proposed, it must at least be research-informed, if not already regarded as promising.

Since October 1, 2011, the AB 109 unit of the Contra Costa County Probation Department has supervised 1917 clients, 1212 under Post-Release Community Supervision and 705 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 65, the average age is 39 and the majority of clients are in the 26 to 45 age range.

Ninety-two (92) 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 February 1, 2016, the AB 109 unit actively supervised 1,414 clients residing in Contra Costa County. Approximately 165 (41%) reside in East County (Antioch, Bay Point, Brentwood, Discovery Bay, Oakley, Pittsburg), approximately 115 (28%) reside in West County (Crockett, El Sobrante, Hercules, Pinole, Richmond, Rodeo, San Pablo), approximately 80 (20%) reside in Central County (Clayton, Concord, Lafayette, Pacheco, Martinez, Pleasant Hill, Walnut Creek), and 11% of 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 West County, 73% reside in the cities of Richmond and San Pablo. In Central County, 60% reside in Concord and Martinez. Respondents should demonstrate capacity to provide services in the cities where the majority of AB 109 clients reside.

AB 109 Population Demographics

Up to 2/1/2016	PRCS	1170(h)	Both
Total Clients	1212	705	1917
Gender			
Male	1133	584	90%
Female	79	121	10%
Other	1	0	
Age			
Average Age	39.5	39.4	39.4
18-25	9%	7%	8%
26-35	32%	37%	34%



36-45	32%	31%	31%
46-55	21%	19%	20%
56-65	6%	6%	6%
66+	0.8%	0.4%	0.7%
Race/Ethnicity			
White	34%	44%	38%
Black	44%	34%	40%
Hispanic	19%	19%	19%
Asian	0.8%	1.1%	1%
Pacific Islander	NA	0.3%	0.1%
Filipino	0.8%	0.6%	0.7%
Samoan	0.2%	0.1%	0.2%
Native American	0.1%	NA	0.1%
Other	0.2%	NA	0.1%
Unknown	0.7%	1.1%	0.9%

VI. Funding

Up to \$2,000,000 (two million dollars) is recommended in the AB 109 Public Safety Realignment Budget to fund the provision of employment support and placement services countywide on an annual basis, and the contract period is from July 1, 2016 through June 30, 2019. (Contract term is one-year, with two (2) one-year renewal options.) Funding shall be allocated to services provided in each sub-region of the county based on the most recent data on the location of currently supervised AB 109 clients: West County \$600,000; Central County \$600,000; and East County \$800,000. The Contra Costa County Administrator’s Office (CAO) will administer these funds. The contract(s) resulting from this RFP may potentially be renewable at the sole discretion the Board of Supervisors.

Agencies may submit proposals individually, or may collaborate and work together to provide services in one or more geographic areas of the county. Respondents may submit a proposal to deliver services in one region of the County or in more than one region, depending on their experience and expertise. If applying collaboratively, only one agency may serve as the lead and will be expected to coordinate all fiscal and administrative duties as needed to meet the contractual obligations. This RFP may result in a single award or multiple awards.

VII. Purpose, Services, and Outcomes

A. Purpose:

“Reentry” is not a specific program, but rather a research-driven process that starts when an individual is initially incarcerated and ends when the person 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-informed 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 both safe and successful. Employment support and placement services can be a significant element of a successful reentry strategy.

Without the assistance needed to foster successful community reintegration, many formerly incarcerated individuals engage in criminal activity. Employment post-incarceration is an important stabilizing factor that improves a person's ability to successfully reduce their risk for recidivism. In order to successfully reintegrate into the community, it is essential that formerly incarcerated individuals gain the skills necessary to compete for jobs, and to ultimately sustain employment for substantial lengths of time.

B. Employment Support and Placement Services:

Employment Support Services: Barriers to work faced by re-entering individuals include the stigma of a criminal record, inconsistent work histories, low levels of educational attainment, limited marketable skills, and physical and mental health problems. Many individuals also lack necessary identification documents, access to transportation, and childcare for dependent children. The County seeks entities to ensure the provision of barrier removal services (acquiring California Driver's License/CA ID card, Social Security card, birth certificate, and addressing traffic court, child support and other barriers), workforce assessment, job readiness and soft skill training, career exploration, job search assistance, job retention support, resume and cover letter composition services, as well interview training, career mentoring, and other services to support finding, attaining, and keeping a job.

Employer Engagement: The County seeks entities with a proven track record of successfully identifying public and private sector employers that are committed to working with individuals with criminal histories. The proposer may describe strategic efforts to educate employers on federal employment discrimination guidelines, applicable federal tax credits, and other benefits of hiring formerly incarcerated individuals. The proposer should consider industry trends, certificate programs of the community colleges, Workforce Innovation and Opportunity Act (WIOA)-funded job training, other vocational training and apprenticeship opportunities, and how to further strengthen and streamline the pathways between employers and existing training programs.

To aid in successful placement, the proposal should include staffing specialists who cultivate employer relationships to identify open positions, develop new vocational opportunities accessible to the reentry population, and connect clients with targeted interviews. The staffing specialists should provide employers with information about various tax incentive programs available for hard-to-employ individuals including people with criminal records. Employers should also be informed about referrals for on-the-job (OJT) training and customized training options available through employment One-Stops throughout the county.

Vocational Training: The County seeks entities to directly provide or to provide efficient access to vocational training in specific industries willing to hire formerly incarcerated individual and



expects that the proposer will have established or have a plan for establishing relationships with associated industry employers so that clients have a clear picture of their pathway from training to employment. The County expects that proposers will have a thorough knowledge of the Workforce Development Board, WIOA and how to streamline eligible client access into available services, and established relationships with the community college district or other higher education gateways for moving disconnected workers into meaningful employment and long-term careers.

Subsidized Transitional/Supported Employment: Stable employment is critical for long-term reintegration back into communities. The County seeks to contract with entities to provide or provide access to meaningful transitional employment and subsidized wage opportunities for individuals who have demonstrated work readiness aptitude. The entity may provide transitional employment opportunities through an existing social enterprise or may propose a plan that brokers transitional job placements within public or private business in which employers are committed to working with motivated and work-ready individuals.

Specific employment placement and support services may include:

- Orientation and assessment of new participants;
- Employment preparation and job placement, retention and advancement services, including assistance obtaining documents necessary for employment;
- English as a Second Language training;
- Assistance with job applications and job search;
- Soft skills training regarding punctuality, reliability, conflict resolution, appropriate dress and attitude, understanding workplace etiquette, and effective interviewing skills;
- Job referrals;
- Working with potential employers to overcome barriers to occupations created by specific convictions;
- Employer education initiatives to increase employer willingness to employ formerly incarcerated;
- Post-release job readiness workshops;
- Transitional employment;
- On-the-Job training or subsidized employment;
- Education and Training;
- Case management including assistance connecting to supportive services such as housing, substance abuse programs and health services.

C. Outcomes:

The County seeks expert entities to provide employment services that consider a wide range of academic and vocational experiences and skill sets, and which are dynamic enough to engage individuals who have a broad range of employment needs. The services may be provided in custody (depending on availability of space and access, provided by the Sheriff's Office) and/or in the community.



Proposers should describe a services delivery continuum that integrates all of the services sub-categories. The continuum may describe how the proposer can deliver on all sub-components, or it may describe how a collaboration of partners will work together seamlessly to coordinate the parallel delivery of the sub-components services.

VIII. Minimum Organizational Requirements

1. Service History: A documented history of similar or equivalent service delivery to high risk criminal justice populations, including successful completion of contract deliverables and participation in outcome evaluation.
2. Justice System Collaboration: A history of prior successful collaboration with Probation, corrections, local law enforcement or other justice system stakeholders.

Knowledge of and participation in “jail to community” service delivery models is preferred, including demonstrated history of working effectively within a correctional setting and maintaining staff with jail clearances.

3. Evidence-Based Practices (EBP): Demonstrated knowledge of and commitment to implement evidence-based practices related to successful engagement and recidivism reduction with individuals at high-risk to re-offend.
4. Risk-Needs-Responsivity (RNR): Demonstrated understanding of criminogenic needs and the recidivism reduction strategies that rely on effectively responding to these needs. An effective response often requires proper intervention dosage and duration levels
5. Staff Training: Bidder’s staff must be qualified and 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. County has the discretion to approve or disapprove the qualifications/training level of bidder’s staff working with Probation clients.
6. Cultural Competency: Demonstrated understanding and capacity to deliver gender responsive services, in appropriate languages, at appropriate educational and literacy levels, that are within the context of an individual’s cultural identity. To do this requires a demonstrated awareness, respect, and dynamic appreciation of the beliefs, practices, traditions, religions, personal history, and in the case of this RFP, criminal histories of individuals whom reside in the diverse local communities of Contra Costa.
7. Interagency Collaboration: Demonstrated interest and intent to collaborate with local county and non-profit service providers to obtain multi-disciplinary service delivery. A documented history of successful collaboration including shared case management and blended funding preferred. Staff must attend regular coordination meetings and collaborate with AB 109 partner agencies.



8. 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.

Commitment to program changes and improvements based upon outcome data, including willingness to reconfigure services to enhance effective coordination through the AB109 service provider network.

9. Matching Resources: Current or potential sources of matching resources to supplement direct funding including 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 resources may be prioritized.
10. 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.
11. Trauma-Informed Principles and Practices: Demonstrated knowledge of and commitment to implement trauma-informed principles and practices in service delivery to ensure a focus on personal safety to help clients develop effective coping skills, build health relationships that foster growth, and develop strong, positive interpersonal support networks.

IX. 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:

- a. Be able to enter into contract and begin service delivery within 2 months of award;
- b. Perform all services without material deviation from an agreed-upon Service Plan;
- c. Complete quarterly progress reports and monthly data reports on templates supplied by County;
- d. Maintain adequate records of service provision to document compliance with Service Plan and complete forms supplied; and
- e. Cooperate with the collection of other fiscal/administrative/service data as requested by the County.



REQUEST FOR PROPOSALS # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

RFP Requirements and Instructions for Bidders



RFP REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS

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

1. All bidders shall submit one original proposal package and eight (8) complete copies of the proposal, 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 Friday, April 1, 2016**. Each submission must be marked on the outside with the Agency's name and RFP No. 1602-167. Any proposal received after the deadline will be rejected. Postmarks and faxed 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. *(If a proposer is submitting proposals for multiple RFPs offered through the AB 109 program, only one copy is required.)* If the organization has never had such an audit, please submit the most recent unaudited financial statements, a brief statement of reasons for not ever having conducted an independent audit, and a certification from the Chair of the Board of Directors, Executive Director, and the agency accountant that the information accurately reflects the agency's current financial status.
3. The CAO will review all received proposals to make sure they are technically compliant with formatting and submission guidelines as per the RFP and will conduct a review of the Minimum Organizational Requirements. Proposers that are non-compliant with technical and Minimum Organizational Requirements will not move forward to the Review Panel.
4. Proposals and required attachments shall be submitted as specified and must be signed by officials authorized to bind the bidder to the provisions of the RFP. All costs incurred in the preparation of a proposal will be the responsibility of the bidder and will not be reimbursed by the County.
5. A proposal may be withdrawn in person by a bidder's authorized representative prior to **12:00 p.m. on April 4, 2016**. If withdrawing a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to his/her withdrawal of the proposal.
6. A mandatory conference for prospective bidders will be held on the following dates/times at the following locations: March 7, 2016 from 9:00 a.m. to 11:00 a.m. at the Pittsburg City Council Chambers; March 8 from 10:00 a.m. to noon in the Zoning Administrator's Room at 30 Muir Road in Martinez; or March 9 from 2:30 p.m. to 4:30 p.m. in the Richmond City Council Chambers. For a proposal to receive consideration by the CAO, bidders **must attend** this conference—at any of the locations.



7. Prospective proposers are requested to return the Bidders Conference RSVP on page 31.
8. Any questions regarding this RFP should be emailed to Lara.DeLaney@cao.cccounty.us on or before 5:00 p.m. on March 14, 2016. Please include RFP #1602-167 in the subject line.
9. 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/index.aspx?NID=2366> or, if after the bidders conference, emailed to all those attending. The CAO may extend the RFP submission date, if necessary, to allow bidders adequate time to consider additional information and submit required data.
10. 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.
11. With respect to this RFP, the County reserves the right to reject any, some, or all bids and proposals. The County reserves the right to negotiate separately in any manner to serve the best interests of the County. All proposals become property of the County, without obligation to any bidder.
12. Proposals will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFP. Proposals should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the proposal. Evaluation criteria and weight factors are described below.
13. A Review Panel will evaluate all compliant proposals. The panel will be composed of the Chief Probation Officer (or designee), CAO staff, a Reentry Coordinator, a member of the Community Advisory Board, a formerly incarcerated person, and a professional in the area of employment, housing, mentoring or family reunification (*as applicable to the RFP*). On the basis of panel ratings recommendations, the Public Protection Committee will make recommendations to the Contra Costa County Board of Supervisors. Bidders will be notified of this recommendation in writing. Award of a contract by the Board of Supervisors will constitute acceptance of a proposal.
14. Only bidders submitting a proposal in accordance with RFP No. 1602-167 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 PM on Friday, April 22, 2016**. Notification of a final decision on the appeal shall be made in writing to the bidder. 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.

Notification of a final decision on the appeal by the CAO shall be made in writing to the bidder within five (5) days, and the decision of the CAO shall be final and not subject to further review.

15. Successful bidders will be expected to promptly enter contract negotiation with the CAO and begin service delivery within two months of contract award. This may result in mutually agreed upon changes in plans or activities identified in the proposal. 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 proposal, 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. 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 # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

Proposal Preparation Instructions



PROPOSAL PREPARATION INSTRUCTIONS

PROPOSAL INSTRUCTIONS

1. Responses must be in the form of a proposal package containing a complete proposal and all required supporting information and documents.
2. Each bidder must submit one (1) original proposal package and eight (8) complete copies with attachments included, unless otherwise noted on Respondent's Checklist.
3. All narrative materials are to be single-spaced on 8 1/2" x 11" paper (*recycled preferred*) with no less than 1" margins on each side of paper. Use an easy to read 12-point font. **Total proposal should not exceed 16 pages excluding cover sheet, table of contents, budget, budget narrative and required attachments.**
4. Pages must be stapled together and numbered consecutively with each section identified by an appropriate Roman numeral.
5. Forms 1-4 (attached to this RFP) are to be fully completed and attached in the order indicated on the Respondent's Checklist.
6. All information in the proposal package must be presented in the following sequence.

PROPOSAL OUTLINE

SECTION I - INTRODUCTION

I.1 Proposal Cover Statement (Form #1)

The Proposal Cover Statement with original signatures, **in blue ink**, of the bidder's Board of Directors' President and Executive Director attached to the original of the proposal must precede the narrative. Copies of the form must also serve as a cover page to the remaining eight (8) proposal copies submitted.

I.2 Table of Contents

Include a table of contents using Attachment A as your guide.



SECTION II—PROGRAM NARRATIVE

II.1 Agency Overview (1-2 pages for each agency)

(Submit an agency overview for each party in a collaborative.)

- A. State your agency's mission and its overall service philosophy.
- B. Describe briefly:
 1. Your agency's primary program services;
 2. Agency's years in operation and number of years providing services described in this RFP;
 3. Agency's experience and capabilities as they relate to the scope of services described in this RFP;
 4. Current service population(s): number of clients, demographic and geographic information;
 5. Staffing pattern (size, composition, education level);
 6. Location of administrative and program office(s);
 7. History of collaboration with other service providers;
 8. Other partner agencies involved in provision of services.

II.2 Program Proposal (8 pages or fewer)

- A. Describe the program of service delivery for which AB 109 funds are requested. For each program, address the following, and specifically identify the **incorporation of evidence-based practices** in your program:
 1. Program Design, Methodology & Goals
 - a. What are the goals of the program?
 - b. What is the approach employed by the program to meet the goals? *Provide a detailed description of the program model including any tailoring of the program to meet the needs of the individual receiving services.*
 - c. Who is the target population for your program? *Provide details on demographics of the target population, including number of clients to be served, age range of clients to be served, and geographic location.*
 - d. What services will be provided to this population and who will provide



the services?

- e. Where and how will the services be offered? *Indicate the days and hours services will be offered, languages in which services will be provided, any costs to be incurred by the clients, and service delivery methods, including how accessible services are to public transportation, etc.*
- f. Demonstrate your organization's knowledge of and commitment to implement evidence-based practices related to successful programmatic engagement and recidivism reduction strategies, including the appropriate use of Risk-Needs-Responsivity principles. *Where your services are research-informed, describe why such practices are promising and likely to produce the desired outcomes and impact with the target population.*

2. Program evaluation and outcomes

Describe in specific detail how you will determine the success of the program and the quality of the services provided.

- a. How will service delivery be monitored and evaluated?
- b. What data will you collect and report?
- c. How will you use collected data for program improvement?
- d. What are your program outcome measures and how will you track them? *Discuss specific outcomes that measure the impact or results for each service component.*

3. Collaboration and Coordination

- a. *Collaboration:* If this proposal is a collaborative effort, describe the primary activities and responsibilities of each collaborator. Indicate how resources will be shared, how funds will be leveraged and blended, and how service duplication will be avoided.
- b. *Coordination:* Indicate how this program will interface with other public and private agencies serving the same target populations or providing related services. **Specifically indicate how this program will interface with the Reentry Network, the Reentry Success Center, and the Workforce Development Board.**

Please include memorandums of support and/or memorandums of understanding.

4. Community Resources: Describe how you will:



- Build community resources
- Use existing community resources
- Complement and strengthen existing resources.

II.3 Program Implementation and Oversight (4 pages or fewer)

1. Describe the process goals and timeline for implementation of the service plan. *Process goals describe the action-steps that the agency or collaborative will take in order to implement the service plan. If the proposal is a collaborative effort, describe each agency's specific responsibilities and timelines, and the respective primary roles of staff in each agency in completing the action-steps.*
2. Describe how you will ensure fidelity of your program to evidence-based practices.
3. Submit a staffing plan for all staff working directly or indirectly in this program, including: staff name and job title; time allocated to program; duties/activities; language/cultural competence. *Describe briefly how the staffing plan meets the needs of the program. Clearly indicate positions you will need to hire.*
4. Describe the agency's use of local resources in the design, implementation and evaluation of the proposed program. Include the use of local residents and consumers, if applicable.
5. Submit job descriptions and resumes of Executive Director and key program staff.
6. Submit agency organizational chart.

II.4 Bidder's Experience (up to 1 page)

Describe your agency's current or past experience in providing the proposed services, including length of time your agency has been providing these services. Indicate staff experience with methodologies to be used. Note any other relevant aspects of your agency's service history that demonstrate capacity to provide the proposed services.

II.5 Cultural Competency (up to 1 page)

Describe strategies and processes you will use to assure that services are responsive and relevant to the identified population. Demonstrate your organization's understanding and capacity to deliver responsive services, including cultural and linguistic competency, ties to the local community, field-based service delivery, gender-specific programming, targeting of multiple learning styles at varied literacy levels and effective client engagement and retention strategies.



SECTION III. - PROGRAM BUDGET INFORMATION

III.1 Fiscal Management Information Narrative

- A. Provide a brief description of the lead agency's accounting system and internal controls. Include the following *as appropriate*:
1. Overall system (accrual, double-entry, automated or manual)
 2. Timekeeping system
 3. Inventory system
 4. Payroll system
 5. Cost allocation plan and methodology
 6. Ledger system for receivables, payables, expenses, disbursements, petty cash
- B. Explain how your fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and fiscal staff in fiscal management. Describe experience and qualifications of fiscal staff.
- C. Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies.

III.2 Program Budget/Narrative

- A. Complete a line-item budget for all programs, showing all costs, **for three years**. The Budget should include a breakdown of all costs that demonstrates computations for each budget category (i.e., Personnel, Benefits, Supplies, Local Travel, etc.) Budgets should also clearly indicate the availability of matching resources and their source. *Proposed budgets are expected to be complete, reasonable, cost effective, and necessary for proposed activities across the three contract years.*

B. Program Budget Narrative

Each budget cost item must be detailed in the narrative section and should reflect the basis for the computations. Every item must be completed, if applicable. Minimal narrative requirements are described below:

1. Administration and Support
Include supervisors, directors, clerical support staff, and administrative staff with no service delivery responsibilities. Divide the salaries of staff with both "Service Delivery" and "Administration" responsibilities in proportion to the time allotted for each activity.

List such staff in both categories. Indicate titles, rate of pay, time allotted



to program and full-time equivalent positions (FTEs). Explain in narrative.

Administrative costs should not exceed 15% of total request.

2. Program Staff
Include all staff involved in service delivery. Indicate titles, rate of pay, time allotted to program and FTEs.
3. Payroll Fringe Benefits
Report estimated costs of benefits, vacations, sick leave and training days on the line-item budget. Narrative shall list staff by title, FTEs, pay rate and amount of time allocated. Include for each staff title by type (FICA, SUI, FUTA, Worker's Compensation, leave and health and other insurance), applicable rates or basis.
4. Operations
 - a. *Occupancy*
Describe all applicable factors (e.g. rent/leases) and basis for allocating cost to program.
 - b. *Utilities*
Describe all applicable factors and basis for allocating cost to program.
 - c. *Telephone, Postage, Insurance, Equipment*
List by type, justification of cost and basis for allocating cost to program.
 - d. *Printing/Photocopying*
List cost by type and describe justification for cost and basis for allocating costs to program.
 - e. *Materials*
List by type and describe justification of cost.
 - f. *Travel*
Describe type, justification, and basis of cost. Include service delivery, administration mileage and transportation costs for clients.
 - g. *Miscellaneous*
Indicate kinds of anticipated miscellaneous costs, such as childcare for clients while receiving services. Each item over \$100 should be explained individually.



REQUEST FOR PROPOSALS # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

Proposal Review and Selection



PROPOSAL REVIEW AND SELECTION

All proposals submitted in compliance with the RFP requirements will be eligible for review and selection. Proposals will be evaluated in two distinct areas:

- A. Service proposal and bidder's implementation capability.
- B. Fiscal proposal and bidder's fiscal management capability.

Proposal Selection Methodology:

- A. Only those proposals from respondents who attended the Mandatory Bidders Conference will be forwarded for review.
- B. CAO staff will review each proposal's adherence to RFP specifications, including:
 - Proposal Cover Statement
 - Proposal Narrative
 - Agency Information (*including required attachments*)
 - Budget forms
 - Other fiscal information (*including required attachments*)
- 1. All proposals deemed responsive will be referred to the RFP Review Panel.
- 2. The Review Panel will be composed of the Chief Probation Officer (or designee), CAO staff, a Reentry Coordinator, a member of the Community Advisory Board, a formerly incarcerated person, and a professional in the area of employment, housing, mentoring or family reunification (*as applicable to the RFP*). Members of the Review Panel will be required to sign an impartiality statement.
- C. The Review Panel will review all qualified proposals and evaluate and score all service elements utilizing the evaluation criteria outlined on page 29.
- D. The 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 # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

Rating Sheet



RATING SHEET

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

Program Elements and Possible Score

- | | | |
|-------|--|------|
| I. | <u>Proposal Cover Statement - <i>required but not weighted</i></u> | |
| II.1. | <u>Agency Overview</u> | |
| | 1. Organization's overall services/history (3 pts.) | |
| | 2. Administrative and program offices locally based (3 pts.) | |
| | 3. Demonstrated history of collaboration to deliver services (2 pts.) | 0-8 |
| II.2. | <u>Program Proposal</u> | |
| | 1. Program design/methodology and use of EBP and RNR (20 pts.) | |
| | 2. Program evaluation/outcomes (15 pts.) | |
| | 3. Collaboration with other organizations/Coordination (5 pts.) | 0-40 |
| II.3. | <u>Program Implementation and Oversight</u> | |
| | 1. Action-steps and timeline for implementation, including primary roles and responsibilities, and ensuring fidelity to an evidence-based model (8 pts.) | |
| | 2. Program staffing (FTEs, responsibilities, experience) and management (5 pts.) | |
| | 3. Knowledge of and use of local resources, inclusion of local residents in program planning, implementation and evaluation (2 pts.) | 0-15 |
| II.4 | <u>Bidder's Experience</u> | |
| | Bidder's current or past experience and demonstrated ability of applicant to deliver services to the targeted communities as specified. | 0-12 |
| II.5 | <u>Cultural Competency</u> | |
| | Cultural sensitivity of program and relevance of services to diverse client populations, including gender specific services and delivery of services in the clients' primary language. | 0-10 |
| III.1 | <u>Fiscal Management Information</u> | 0-5 |
| III.2 | <u>Program Budget/Narrative</u> | |
| | Budget complete, reasonable, cost-effective, and necessary. (7 pts.) | |
| | Matching resources (funds, volunteer hours) (3 pts.) | 0-10 |

Total 100 pts.



REQUEST FOR PROPOSALS # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

Bidders Conference RSVP Form



Bidders Conference RSVP Form

To: Lara DeLaney, Senior Deputy County Administrator

County Administrator's Office
Attention: RFP #1602-167
lara.delaney@cao.cccounty.us

RE: Attendance of Bidders Conference for RFP #1602-167

I/we plan to attend the Bidders Conference in:

Name: _____

Organization: _____

Address: _____

Phone: _____

I/ we will be bringing (#)_____ of people.

I/ we are most interested in learning about (check all that apply):

- ____ More details regarding AB 109
- ____ Budget Preparation
- ____ Evaluation
- ____ Designated Funding Areas
- ____ Other _____

Please email completed form to lara.delaney@cao.cccounty.us by 5:00 pm, Friday, March 4, 2016.



REQUEST FOR PROPOSALS # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

FORM 1

Proposal Cover Statement



FORM #1

PROPOSAL COVER STATEMENT

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

Applicant
 Organization _____
 Business
 Address _____

 Phone _____ email: _____ Year Organization Founded _____
 Contact Person & Title _____
 501(c)3 yes Exemption Expiration Date _____
 no Other (explain): _____
 Federal Employer Number:
 List Collaborative Partners, if applicable:

We submit the attached proposal and attachments in response to Contra Costa County’s Request for Proposals # 1602-167, and declare that:

If the Board of Supervisors of Contra Costa County accepts this proposal, 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 bidder/contractor unless stipulated within the proposal and accepted by the County.

Authorized representatives: (two signatures required)

Name: _____ Date: _____

Signature: _____
Executive Director

Name: _____

Signature: _____ Date: _____
Board President

This form must accompany the proposal package when submitted. Only one copy with original signatures is required.



REQUEST FOR PROPOSALS # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

FORM 2

Current Board of Directors



FORM #2

CURRENT BOARD OF DIRECTORS

1. Number of Board members required by agency's bylaws: _____
2. Number of members on current Board: _____
3. When and how often does the Board meet: _____
4. List current Board members below (or attach Board List in this format):

<u>Name of Member</u>	<u>City of Residence</u>	<u>Occupation/Affiliation</u>	<u>Board Position</u>
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5. Describe key roles and responsibilities of the Board:



REQUEST FOR PROPOSALS # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

FORM 3

Bidder's Statement of Qualifications



FORM #3

BIDDER'S STATEMENT OF QUALIFICATIONS

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

2 (a) Who administers your agency's fiscal system?

Name: _____

Phone: _____

Title: _____

Work Schedule: _____

(b) What CPA firm maintains or reviews the agency's financial records and annual audit, if applicable?

Name: _____

Phone: _____ Address: _____

3. Number of years bidder operated under the present business name. ____
List related prior business names, if any, and timeframe for each.

4. Number of years bidder has provided the services described in this proposal or related services. ____

5. Has bidder 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 bidder or any principal officer of the agency? Yes No
If yes, briefly explain.



FORM #3, Cont.

7. Does bidder have a controlling interest in any other firm(s)? Yes No
If yes, please list below.

8. Does bidder 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, specify below.

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

Name and Title

(Executive Director) _____ Date

Name and Title

(Board President) _____ Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.



REQUEST FOR PROPOSALS # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

FORM 4

Contracts and Grants



FORM #4

CONTRACTS AND GRANTS

1. List current contracts and subcontracts including government contracts and/or grants:

<u>Contact Name/Phone # of Contractor/Grantor</u>	<u>Services Provided Under Contract</u>	<u>Contract Dates</u>
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2. List key contracts/grants completed in the last five years, including government contracts/grants:

3. Bidder agrees to allow County to contact contractors for information relative to bidder's performance. **(Sign below)**

Name and Title (Executive Director)	Date
--	------

Name and Title (Board President)	Date
-------------------------------------	------

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.



REQUEST FOR PROPOSALS # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

Attachment A

Required Attachments and Respondent Checklist



REQUIRED ATTACHMENTS & RESPONDENT CHECKLIST

Each respondent must submit a proposal in the following order with documents as described (unless otherwise noted). Duplicate enclosed forms as necessary.

- A. **Proposal Cover Statement (Form #1)** attached as cover to each proposal
- B. **Table of Contents**
- C. **Program Narrative**
- D. **Program Budget Information**
- E. **List of Agency Board of Directors (Form #2)**
- F. **Agency Organizational Chart** indicating how proposed project relates with other agency projects and programs.
- G. **Job Descriptions and Resumes** of Executive Director and key program staff
- H. **Bidder's Statement of Qualifications (Form #3)**, completed and signed by Agency Executive Director and President of Agency Board of Directors. *(Form #3 with original signatures must accompany original proposal.)*
- I. **Bidder's Contracts and Grants (Form #4)**, completed and signed by the Agency Executive Director and the President of the Board of Directors. *(Form #4 with original signatures must accompany original proposal.)*
- J. **Fiscal Attachments** *(If submitting additional proposals, no need to re-submit.)*
 - Non-profit proposers must provide a copy of:
 1. A recent audit (within 12 months) or audited financial statement attached to the original copy of the proposal. *If the organization has never had such an audit, please submit the most recent unaudited financial statements, a brief statement of reasons for not ever having conducted an independent audit, and a certification from the Chair of the Board of Directors, Executive Director, and the agency accountant that the information accurately reflects the agency's current financial status. Also submit:*
 2. Current agency-wide Budget
 3. Balance Sheet
 4. Profit and Loss Statement
 5. Manual of Fiscal Procedures and Policies, *if available*
 6. Current Board of Directors' Bylaws
 7. Roster of the organization's Board of Directors including the directors' names, titles, phone numbers, and email addresses.
 8. 501(c) 3 Letter.

For profit proposers must provide a copy of:

1. A recent audit (within 12 months) or audited financial statement attached to the original copy of the proposal. *If the company has never had such an audit, please submit the most recent unaudited financial statements, a brief statement of reasons*



for not ever having conducted an independent audit, and a certification from the Chair of the Board of Directors, C.E.O., and the company accountant that the information accurately reflects the company's current financial status. Also submit:

2. Most recent company Annual Report
3. Current company Budget
4. Balance Sheet
5. Profit and Loss Statement
6. Manual of fiscal procedures and policies, *if available*
7. Current Board of Directors' Bylaws

- K. Agency Brochure** (as available) (*If submitting additional proposals, no need to re-submit.*)
- L. Other Relevant Attachments**



REQUEST FOR PROPOSAL # 1602-167

EMPLOYMENT SUPPORT AND PLACEMENT SERVICES FOR AB 109 PROGRAM

Attachment B

County Contract Requirements and General Conditions



COUNTY CONTRACT REQUIREMENTS

Upon acceptance of a proposal and award of a contract by the Board of Supervisors, the successful bidder will enter into a standard County contract that specifies:

1. Parties to the Contract
2. Effective Dates
3. Legal Authority
4. Signatories to the Contract
5. Service Specifications and Provisions for Reporting, Monitoring, and Evaluation
6. Fiscal Provisions
 - a. Method of payment to contractor. Either a fee-for-services contract or a cost reimbursement contract may be negotiated with bidder at County's option.
 - b. Program budget segregated into personnel and operating costs, indirect costs and revenue (if any) to allow determination of reasonableness and allocability of line items.
 - c. Provisions for audit.
7. General Conditions
Contractors must comply with standard County Contract General Conditions, included below.
8. Special Conditions, as required.
Contractors may have to satisfy additional insurance requirements prior to contract effective date. No contractor will be reimbursed for service until insurance requirements are met.



General Conditions

1. **Compliance with Law.** Contractor shall be subject to and 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 shall 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 shall 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 shall 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 shall, upon written request and until the expiration of four 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 shall contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall 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.

This special condition 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 shall include in all documents or 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 shall apply only if the payment limit under 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 shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. **Cessation of Funding.** Notwithstanding Paragraph 5.a. above, 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 shall 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 developed and set forth in a written Informal Agreement between Contractor and County. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the head of the county department for which this Contract is made or its designee.

8. **Modifications and Amendments.**



- a. **General Amendments.** This Contract may be modified or amended 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. **Administrative Amendments.** Subject to the Payment Limit, 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 materially change the Payment Provisions or the Service Plan.
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 shall be governed and construed in accordance with the laws of the State of California.
 - b. Any action relating to this Contract shall 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 shall 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 therefore, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the County be thereby estopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
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.** This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

15. **Conflicts of Interest.** Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.

16. **Confidentiality.** 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:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. 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 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 shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.

18. **Indemnification.** Contractor shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees. Contractor will reimburse County for any expenditure,



including reasonable attorneys' fees, County may make by reason of the matters that are the subject of this indemnification, and, if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

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. **Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor shall provide comprehensive liability insurance, including coverage 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 shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall 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) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above \$500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of \$1,000,000, and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor shall provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor shall provide the 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 the 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 shall provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. **Notices.** All notices provided for by this Contract shall be in writing and may be delivered



by deposit in the United States mail, postage prepaid. Notices to County shall be addressed to the head of the county department for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice to County shall be the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

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 Contract, and 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.** Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the County's population, it is not the intention of either County or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

25. **Copyrights and Rights in Data.** Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity,



Contractor shall 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 approval of the Board of Supervisors. In its County contractor capacity, Contractor shall 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 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 ending after December 31, 2003 from any source, Contractor shall 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 ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to County an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 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 shall 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 larger, 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 perform the obligations herein.