



Contra Costa County

REQUEST FOR PROPOSALS (RFP) #1909-365

Local Innovation Fund Projects

The Contra Costa County Administrator's Office of Reentry & Justice (ORJ) is pleased to announce, on behalf of the Board of Supervisors, the solicitation of proposals from responders to implement "Innovative Reentry Programs" during the period of January 1, 2020 through June 30, 2021. Up to \$300,000 (three-hundred thousand dollars) will be awarded to successful bidder(s).

This RFP is a process by which the County solicits proposals from responders who may be selected to enter into a contract with the County for the provision of these kinds of services.

Please read this entire packet carefully before creating or submitting any response.

Final responses will be due at 651 Pine Street, 10th floor, Martinez, CA 94553

by 12:00 p.m. (noon) on Thursday, November 14, 2019.

A Bidder's Conference will be conducted on Thursday, October 24, 2019 at 2:00 p.m. in Room 101 of the County Administration Building located at 651 Pine Street, Martinez.

Written questions about the RFP can be submitted to donte.blue@cao.cccounty.us by 5:00 p.m. on Monday, October 28, 2019, and must include "RFP# 1909-365" in the subject line to be considered.

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

CONTRACT AWARD

The County intends to award a Contract to the successful Responder. No response shall be binding upon the County until after the Agreement is signed by duly authorized representatives of both the Contractor and the County. The initial term of any agreement awarded as a result of this RFP will be for up to 18 months to implement an Innovative Reentry Program.

CORRESPONDENCE

As of the issuance of this RFP, Vendors are specifically directed not to contact any County personnel for meetings, conferences, technical discussions related to this RFP, or for any endorsement or support of any submitted response. Failure to adhere to this policy may result in disqualification of the Vendor's response from further consideration.



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RFP Timeline

I.	RFP announced and issued	Tuesday, October 15, 2019
II.	Bidders' Conference	Thursday, October 24, 2019
III.	Written Questions Due from Responders	5:00 p.m., Monday, October 28, 2019
IV.	Addendum Issued	Thursday, October 31, 2019
V.	Response Submission Deadline	12:00 p.m. (noon), Thursday, November 14, 2019 County Administrator's Office 651 Pine Street, 10 th 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>		
VI.	Notification of Recommendations	November 22, 2019
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the December 17, 2019 Board of Supervisors Meeting.		



Statement of Services

I. Introduction

The Contra Costa County Administrator's Office of Reentry & Justice (ORJ), on behalf of the Board of Supervisors, is issuing this Request for Proposals (RFP) #1909-365 to receive proposals from contractors to provide services to implement and manage projects for the provision of reentry-related services as described in this RFP.

Based on the response to this solicitation, Contra Costa County (County) plans to contract with a contractor for an "Innovative Reentry Project or Projects" During the period beginning as early as January 1, 2020 and ending no later than June 30, 2021. The County will enter into an initial contract for no longer than the period mentioned above, and retain the discretion to renew any contract issued, contingent on availability of funding and demonstrated successful performance by funded contractors, during the contract period.

Private and public not-for-profit organizations and for-profit organizations with experience in providing services in the described areas and of the type described in this document are invited to submit responses. If you are interested in, and capable of, providing the requested services by contract with the County, please carefully review this entire RFP and submit your response as directed in the "RFP Requirements and Instructions" section of this solicitation. 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 or to negotiate the terms of any resulting contract.

II. Synonymous Terms

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

- A. Supplier, Vendor, Contractor, Successful Responder
- B. Purchase Order, Contract, Agreement
- C. Services, Work, Scope, and Project
- D. Proposer, Responder, Bidder, Organization
- E. Response, Proposal
- F. "County" refers to the County of Contra Costa, California.
- G. Reentry Network, Network System of Services, East/Central County Reentry Network
- H. Reentry Success Center, Center, West County Reentry Resource Center



III. Background

In 2009, the California Legislature passed the Community Correction Performance Incentives Act (SB 678) that created financial incentives to be paid to counties with lower rates of individuals sent to state prison. These financial incentives were paid to counties with the goal of establishing local evidence-based programs for individuals on felony level probation supervision. To be eligible to receive funding under SB 678, counties had to create a Community Corrections Partnership (CCP) to advise the Chief Probation Officer on the type of programs that should be developed and implemented using these incentive funds.

In 2011, the California Legislature passed Realignment legislation addressing public safety (AB 109).¹ This law transferred responsibility for supervising and housing individuals convicted of certain low-level felonies to counties and tasked local county government with developing a new approach to reducing future involvement in criminal activity for this population. Among the major changes to the local criminal justice system created by AB 109:

- 1) The incarceration of people convicted of certain low-level felonies (specified nonviolent, non-serious, non-sex offenses) to terms in local county jails, instead of state prisons, possibly followed by a mandatory term of supervision by Probation;
- 2) the local county supervision by Probation, instead of state parole, of people convicted of certain lower-level felonies (non-violent, non-serious, and non-sex offense) after their release from state prison under a new category of supervision called *Post-Release Community Supervision* (PRCS); and
- 3) the incarceration of individuals in local jails, instead of state prison, for violations and revocations of both parole supervision and PRCS.

AB 109 also created an Executive Committee of the CCP and tasked it with recommending to the County Board of Supervisors a plan for implementing public safety Realignment. The Contra Costa County Board of Supervisors adopted the Contra Costa County Realignment Plan on October 4, 2011 (Agenda Item D.5), as recommended by the CCP Executive Committee. Contra Costa's CCP Executive Committee is composed of the County Probation Officer (CCP Chair), Sheriff-Coroner, a Chief of Police (represented on a rotating appointment by a Chief of Police of a city within the County), District Attorney, Public Defender, Presiding Judge of the Superior Court or designee (represented by the Court Executive Officer), and (presently) the Employment and Human Services Director.

On August 24, 2012 the Executive Committee of the CCP unanimously agreed that the goals established by the Contra Costa County Reentry Strategic Plan² would guide the planning for Public Safety Realignment. These goals are:

- 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;

¹ A part of this legislation was also entitled the Post Release Community Supervision Act of 2011.

² Available at <http://www.cccounty.us/DocumentCenter/View/25650>



- 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 service 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.

In December 2012, a Community Advisory Board (CAB) was formally recognized by the CCP Executive Committee 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. An update to the County's Reentry Strategic Plan was adopted by the Board of Supervisors in July 2018.³

IV. Source of Project Funding

With the passage of Realignment in 2011, counties have been required to maintain a Law Enforcement Services Account comprised of subaccounts for state funding it receives dedicated to:

- 1) Community Corrections;
- 2) Trial Court Security;
- 3) District Attorney and Public Defender;
- 4) Juvenile Justice, (for the Youthful Offender Block Grant and Juvenile Reentry); and
- 5) Local Innovation.

Money required to be deposited in a county's Community Corrections Subaccount is meant to be the source funding for the provisions of AB 109, and for costs to incarcerate a person on parole in a county jail.⁴ Money deposited in the Trial Court Security Subaccount is restricted to funding court security provided by county sheriffs.⁵ Similarly, money in the Public Defender and District Attorney Subaccount is exclusively for costs (including planning, implementation, and training) associated with proceedings for the revocation of state parole or PRCS. Finally, money in the Juvenile Justice Subaccount are only to be used to enhance the ability of county departments to

³ Available at <https://www.contracosta.ca.gov/DocumentCenter/View/56655/>

⁴ Gov't Code § 30025(f)(11)

⁵ Gov't Code § 30025(f)(10)



provide appropriate rehabilitative, housing, and supervision services to certain justice involved youth;⁶ or to help address the needs of young people returning home from juvenile detention facilities of the California Department of Corrections and Rehabilitation.⁷ Because each of these accounts are all also part of the County Local Revenue Fund 2011, any funds deposited in them are further restricted to be used for “Public Safety Services” as defined by statute.⁸

Each year the state utilizes a funding formula to project the amount of money it will provide to each county for the activities funded by the various Law Enforcement Services subaccounts described above. If the state’s projection result in counties being provided with less funding for a subaccount than they should have been in any fiscal year, the amount of these underpayments are aggregated as growth funds that are distributed to counties in the subsequent year using a predetermined growth distribution formula.

Beginning with fiscal year 2015-16, counties were required to transfer 10% of the total growth funding received in the Community Corrections, Trial Court Security, District Attorney and Public Defender, and Juvenile Justice Subaccounts to the county’s Local Innovation Subaccount. Money deposited in this Local Innovation fund is to be used for local needs at the discretion of the county’s Board of Supervisors, but is limited to the defined purposes of the Law Enforcement Services subaccounts. The County Board of Supervisors has decided to use a portion of the money in its Local Innovation fund to pay for projects that provide the type of services described in this RFP.

V. Funding Available for the Project

Up to \$300,000 (three hundred thousand dollars) is available to fund the services described in this solicitation. For the implementation of an Innovative Reentry Program or Programs, the County will execute contract(s) of up to \$300,000 with successful bidder(s) for up to 18 months of service provision to begin as early as January 1, 2020 and end no later than June 30, 2021.

Any renewal or extension of a project beyond this period will be subject to the County’s discretion, satisfactory contractor performance, and the availability of funding.

⁶ Gov’t Code § 30025(f)(13)(A)

⁷ Gov’t Code § 30025(f)(13)(B)

⁸ Gov’t Code § 30025(f)(9); and see Gov’t Code § 30025(i) defining Public Safety Services as:

1. Employing and training public safety officials, including law enforcement personnel, attorneys assigned to criminal proceedings, and court security staff.
2. Managing local jails and providing housing, treatment, and services for, and supervision of, juvenile and adult offenders.
3. Preventing child abuse, neglect, or exploitation; providing services to children and youth who are abused, neglected, or exploited, or who are at risk of abuse, neglect, or exploitation, and the families of those children; providing adoption services; and providing adult protective services.
4. Providing mental health services to children and adults in order to reduce failure in school, harm to themselves and others, homelessness, and preventable incarceration or institutionalization.
5. Preventing, treating, and providing recovery services for substance abuse.



VI. 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 needs of the AB 109 population and other residents impacted by incarceration, and is supported in this approach by the advice of the CAB and its subcommittees. Based on recommendations by the CAB, the County contracts with an array of community-based organizations to provide the reentry population with services that include employment support and placement, housing assistance, mentoring, civil legal and family reunification services. Navigation and referral support for all of these services comes through access to the Reentry Success Center (“Center”)⁹ in West County and Reentry Network¹⁰ (“Network”) in Central and East County.

Since 2014, the Network has helped individuals access local reentry services using a "No Wrong Door" approach that provides entry points into the Network’s system through each of its partner sites that are strategically located throughout Central and East County. After this initial entry, a Field Operations Coordinator will engage an individual to determine what services are needed, and then connect the person to resources designed to help them avoid future episodes of incarceration. Network-specific services include supplementary transitional housing, specialized employment training in auto mechanics, employment and education liaison services, and gender responsive in-reach and transition planning services for women. Providing direct access to these types of assistance helps reduce recidivism, increase public safety, and build healthy communities.

Opened in October 2015, the Center provides free, integrated, and effective services to individuals and families impacted by incarceration. Located in the city of Richmond, the Center serves 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 has aimed to serve a variety of members, including people who are currently incarcerated and 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. The Center is co-governed by its host organization, Rubicon Programs, in formal partnership with the Center’s multi-sector Steering Committee. This 13-member governance body has stewarded the Center’s mission, values, and vision, and helped guide the alignment of the Center’s operations with the community’s expressed needs and desires.

In January 2017, the County established an Office of Reentry & Justice (ORJ) in the County Administrator’s Office. The ORJ, on behalf of the County Administrator, has primary responsibility for the coordination of the County’s reentry efforts, and management for many of the County’s contracted reentry services, especially those related to AB 109. The ORJ is also responsible for data collection and integration to measure the efficacy of reentry programs and services provided by the County and its community-based partners.

⁹ <http://www.reentrysuccess.org>

¹⁰ <https://www.healthright360.org/program/healthright360-contra-costa-reentry-network>



The Probation Department has created a dedicated unit of AB 109 officers to act as lead case managers and help coordinate client services provided by County and community-based organizations. Generally, thirty to sixty days prior to a person's release from county jail or nearby prisons, clients are contacted and introduced to the reentry programs and services available to them. Clients are then assessed for criminogenic risks and needs before an individualized case plan for the client is developed to address the person's specific goals and needed services. Referrals to service providers are then made on the clients behalf based on the needs and goals that have been identified.

In addition, Probation and the Public Defender receive funding to jointly staff a Pre-trial Services program that has been designed as a partnership with the local court and Offices of the District Attorney and Sheriff. When a person is first arrested and brought to court, the Pre-Trial Services program acts as an evidence based alternative to money bail system to replace wealth based decisions with determinations of the risks associated with a person's pretrial release.

The County has also allocated AB 109 funding directly to the Public Defender and District Attorney (DA) for a variety of other programs. Both of them are part of an Arraignment Court Early Representation (ACER) program that ensures defendants have a lawyer at the earliest stages of the court process. The DA receives funding for a Victim Witness Advocate, and was instrumental in developing a Ceasefire program to reduce East and Central County gun violence. The Public Defender provides staff to help residents clean up their criminal record to move past the mistakes of their past, and has created a program to reduce the number of arrest warrants issued in misdemeanors cases when a defendant missed the case's first court date – often because the person received little or no notice about this initial court date.

The Contra Costa County Police Chiefs Association also receives AB 109 funding to support a total of four full time officers in the cities of Antioch, Concord, Pittsburg and Richmond. These officers support coordinated AB 109 related law enforcement activities, and provide another avenue into the supportive services provided by the County.

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 the AB 109 population in designated high growth sectors. In fact, in 2017, this funding was leveraged into a grant program from the state, Contra Costa Sustainable Occupational Advancement & Reentry Success (CoCo SOARS), to provide training in high demand sectors to individuals on probation. As part of this project the Workforce Board held two Fair Chance Summits in the County to encourage the hiring of formerly incarcerated workers, and to educate prospective employers on the social and business costs not considering this pool of talent.

The County has also created a Behavioral Health Forensic Team to address the needs of justice-involved individuals with co-occurring mental health and substance use disorders. In addition to mental health counseling and medication management, clients can access residential and out-patient substance use treatment, short-term housing through homeless shelters, and assistance with enrollment in state and federal public benefit programs. AB 109 individuals also have access to dedicated beds in the County's homeless shelters.



VII. General Organizational Requirements

A. Service History

Bidders must show at least three years of documented history delivering similar or equivalent services to those described in their response. This includes prior successful completion of contract deliverables and the evaluation of program outcomes.

B. 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.

VIII. Scope of Services

The purpose of this Request for Proposal (RFP) is to select successful bidders, and their qualified program proposals, for the implementation of *Innovative Reentry Programs* as described below.

A. Innovative Reentry Programs.

Innovative reentry programs that the County intends to implement should be consistent with the goals outlined in the County's Reentry Strategic Plan and be compatible with the County's current reentry system. Ideally, the programs will improve a person's ability to establish and/or maintain a law-abiding lifestyle, develop positive social networks, build self-sufficiency, and make constructive contributions to the community.

The potential client population includes youth (under age 18) and adult (18 years old and over) males and females residing in Contra Costa County who have been recently released from state prison, a county jail, a juvenile detention facility; who are under the supervision of a parole or probation department; or any other person at risk of becoming involved in future criminal activity. The services of the programs may be targeted to a specific geographic region of the County, but must be accessible from within the County, and may not be provided to both youth and adults. The best program proposal will be designed to fill an unmet need of an identified group or of broader reentry system, be informed by research linked to improved criminal justice outcomes, and augment the County's current array of reentry services.

B. Priority Program Areas

In addition, the County has identified the following priority areas that are well suited for innovation and enhanced service delivery:

- Programs for young people up to age 25;
- Programs serving under-represented or at-risk populations in a way that is responsive to the unique experiences or needs of the subpopulation, e.g. families with children, people of different genders/races/cultures, residents that identify as LGBTQ, etc.;
- Programs that seek to improve employment outcomes through innovative approaches to improving the appeal of the program's job seekers and/or inclination of employers



to hire the program's participants.

While the selection of innovative programs will not be limited to those that provide services in these areas, such programs will be prioritized in the selection process by providing them with a few additional points when scored.

C. Specific Organizational Requirements

1. In addition to the general organizational requirements, the successful responder seeking to implement an *Innovative Reentry Program* must also possess and demonstrate the following minimum requirements:
 - a. *Evidence-Based Practices (EBP)*: Demonstrated knowledge of and commitment to implement evidence-based practices related to successful engagement and recidivism reduction among individuals at a high-risk to be involved in new criminal activity.
 - b. *Staff Training*: Staff must be qualified and adequately trained to provide the services proposed, 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 intending to work on programs funded by the County.
 - c. *Cultural Competency*: Demonstrated understanding and capacity to deliver culturally 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 criminal justice involvement of individuals who reside in the diverse local communities of Contra Costa.
 - d. *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, with a demonstration of shared case management and/or blended funding preferred. A successful vendor will exhibit an ability to effectively collaborate with other agencies in the reentry system.
 - e. *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 healthy relationships that foster growth, and develop strong, positive interpersonal support networks.
2. ***Data Collection and Management***

When providing services to the reentry population, the successful bidder shall utilize an electronic record management system to track outcomes, as well as information about the services provided to clients. The successful responder will demonstrate knowledge of,



and the ability to comply with, all laws related to storing and sharing of protected personal information to ensure clients' privacy rights are fully protected.

D. Reporting.

Because the intent of this RFP is to test innovative programs in the County, the measurement and reporting of findings is a critical element of this program. Any contractor providing the services described in this document will be expected to prepare and submit written reports at regular intervals and times to be determined by the County. These reports will at a minimum include updates on project implementation progress in relation to contract objectives, data related to service delivery, and any information concerning partnership development. The timely completion and submission of these reports will be required by any contract entered into as a result of this vendor selection process, and this provision will be strictly enforced by the County.

IX. Contract Monitoring and Evaluation

On behalf of the County Administrator's Office, the ORJ will monitor program implementation and actively manage the performance of contract terms,

At a minimum, contractors will be expected to:

- Perform all services without material deviation from an agreed-upon Service Plan.
- Complete periodic progress report at the times and in the manner requested by the County.
- Maintain adequate records of service provision to document compliance with Service Plan and report on program outcomes as requested by the County.
- Cooperate with the collection of other fiscal/administrative/service data as requested by the County.
- Work collaboratively with county agencies and other local stakeholders that provide services to the population participating in the program operated by the contractor.

The ORJ will:

- Monitor subcontracts written by and entered into by the contractor;
- Provide information to contractors concerning additional State or County data requirements not provided herein.
- Ensure the timely processing of reimbursement requests for the activities covered in the contract.



RFP Requirements and Instructions for Responders

The 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 proposal and five (5) 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 12:00 p.m. on Thursday, November 14, 2019**. Each submission must be marked on the outside with the Responder's name and RFP #1909-365. Any proposal received after the deadline will be rejected. **Postmarked, faxed and e-mailed submissions are not acceptable.**
2. Responders are to submit one (1) original hard copy response, with original blue ink signatures, plus five (5) copies of their proposal. Original response is to be clearly marked, printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). It is preferred that all responses submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper.
3. Responders must also submit an electronic copy of their proposal. The electronic copy must be a single file, scanned image of the original hard copy with all appropriate signatures, and must be on a disk or USB flash drive and enclosed with the sealed hard copy of the response.
4. Each proposal should be submitted with the Cover Statement (Form #1) as the first page in the proposal package.
5. The ORJ will review all received proposals to make sure they are technically compliant with formatting and submission guidelines as per the RFP. Proposals that are non-compliant with technical requirements will not move forward to the Review Panel.
6. All costs incurred in the preparation of a proposal will be the responsibility of the responder and will not be reimbursed by the County.
7. A proposal may be withdrawn in person prior to **5:00 p.m. on Friday, November 15, 2019**. If withdrawing a proposal, the person must be a signatory or identified point of contact in the response, provide appropriate government issued picture identification (i.e. driver's license), and sign a receipt attesting to his/her withdrawal of the response.
8. Any questions regarding this RFP should be emailed to donte.blue@cao.cccounty.us on or before **5:00 p.m. on Monday, October 28, 2019**. You must include "RFP #1909-365" in the subject line of the email to ensure your question will be considered.
9. The ORJ may amend this RFP, if needed, to make changes or corrections to specifications or provide additional information. Amendments will be posted at <https://www.contracosta.ca.gov/7631/Contract-Opportunities>. The ORJ may extend the RFP submission date, at its discretion, to allow responders adequate time to consider amendments and to submit all required information.



10. The RFP process may be canceled in writing by the ORJ prior to awards if the Contra Costa County Board of Supervisors determines that cancellation is in the County's best interest. This process will be automatically canceled if no qualified responses are received by the RFP submission date, and the County has not exercised its discretion to extend this date.
11. 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.
12. 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.
13. A Review Panel will evaluate all compliant proposals. The Review Panel's recommendations will be presented to the Community Corrections Partnership for consideration and the Contra Costa County Board of Supervisors for action. Award of a contract by the Board of Supervisors will constitute acceptance of a proposal.
14. Only Responders submitting a proposal in response to RFP #1909-365 may appeal this RFP process. Appeals must be submitted in writing and should be addressed to Lara DeLaney, Senior Deputy County Administrator and Director of Office of Reentry & Justice, and received at 651 Pine Street, 10th Floor, Martinez, CA 94553, no later than **12:00 p.m. (noon) on November 26, 2019**. Notification of a final decision on the appeal shall be made in writing to the Responder within five (5) days of receiving the appeal, and the decision of the ORJ shall be final and not subject to further review. When submitting an appeal, the appellant must clearly state the action appealed, the harm caused to the appellant, and the remedy 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 to the RFP.
 - 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.
15. Successful responders will be expected to promptly enter into contract negotiation with the ORJ. This may result in mutually agreed upon changes in plans or activities identified in the accepted proposal. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of the County in releasing this RFP. 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.
16. A successful bidder will be responsible for all services provided, whether or not bidder



performs them directly or through subcontractors in a multiple agency collaboration.

17. The ORJ will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.
18. 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) and may be made public prior to contract award.



Proposal Preparation Instructions

RESPONSE INSTRUCTIONS

1. Responses must be in the form of a package containing a complete response and all required supporting information and documents. Each responder must submit one (1) original response package and five (5) identical and complete copies of the original response, including all required forms and attachments.
2. Original response is to be clearly marked, printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). It is preferred that all responses submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper.
3. Responders must also submit an electronic copy of their proposal. The electronic copy must be a single file, scanned image of the original hard copy with all appropriate signatures, and must be on a disk or USB flash drive and enclosed with the sealed hard copy of the response.
4. The recommended page lengths for each section of the Proposal Narrative are not binding, however total Proposal Narrative length cannot exceed 12 pages excluding the required cover statement and attachments.
5. Pages of the entire response package must be numbered consecutively. Each section of the Proposal Narrative must be identified by the appropriate letter or numeral.
6. All Forms included in this RFP must be fully completed and inserted into the response package after the Proposal Narrative in the order indicated on the Respondent Checklist of this RFP.
7. Failure to faithfully follow the response instructions provided here risks the proposal being deemed non-compliant during an administrative review of all proposals received. Only compliant proposals will be forwarded to the review panel for consideration.

RESPONSE OUTLINE

All information in the response package must be presented in the following sequence:

- I. **Response Cover Statement** (Form #1)
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 five (5) response copies submitted.
- II. **Proposal Narrative**
 - A. **Responder Overview** (2 pages)



1. Your organization's history, years in operation, current core services, and number of years providing these services. Also indicate where your organization's headquarters are located, the location of any satellite offices in Contra Costa County, and the form of your business (government, nonprofit, other—please specify).
2. Demonstrate your organization possesses the Specific Organizational Requirements described in the Statement of Services section of this RFP.
3. Experience providing services to the reentry population and working in collaboration with other reentry stakeholders.

B. Approach to the Scope of Work (6 pages)

1. *Program need*
 - a. Specific need to be addressed, including evidence documenting this need within Contra Costa County.
 - b. Target population demographics (including gender, age, criminogenic risk, etc.), indicating why and how this population was selected to meet the identified need.
2. *Proposed program model*
 - a. Program design, including how services will assist participants in refraining from engaging in criminal activity, reconnecting with their families, making positive contributions 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. Activities and services to be provided, including the specific locations within the County where services will be provided. Include duration, dosage, and frequency of activities and services.
 - c. Innovative elements of the program that are not currently funded by the County's AB 109 Public Safety Realignment program, or otherwise a part of the County's reentry service landscape.
 - d. Program design is an innovative workforce program, or provides services to young people or an at-risk population as each of these priority areas are further described in the Statement of Services section of this RFP.
3. *Objectives and outcomes*
 - a. Estimated number of participants in each of the program's components.
 - b. The plan for tracking participant progress as it relates to individual and collective outcomes.
 - c. The plan to document the services provided to each participant.
 - d. The plan to document activities performed by staff funded by the program.



- e. Metrics to be used to determine the effectiveness of the proposed program.

C. Project Implementation (2 pages)

1. Proposed staffing (FTEs) for this project, including roles and duties as they relate to the program. Give the minimum qualifications and required credentials of each role, and the names of any existing staff expected to fill the role. (CVs/résumés of all staff that is mentioned by name in the proposal, and job descriptions for each role, should all be included as attachments and will not count against the total page limit.)
2. Describe the method in which the program will be implemented, including the time and length of any developmental phases required to achieve full implementation, the timing necessary to adequately staff the program.

D. Estimated Costs (2 pages)

Provide a budget narrative, including supporting detail to ensure clear understanding of funding uses, including administrative staff, start-up costs, and in-kind resources provided.

III. Attachments

- A. *Implementation Timeline* – Gantt chart, or other visual representation, of the timing and activities needed to implement the program as designed. Must be clearly labeled as “Attachment A”
- B. *Project Budget* – Detail of all one-time and ongoing costs needed to support the program, and the source of any additional funding that will be leveraged to meet the costs that are included. Must be clearly labeled as “Attachment B,” and narrative explanation of costs may not be included as part of this attachment.
- C. Program Job Descriptions and Résumé/CV for Executive Director and identified program staff
- D. Responder’s Statement of Qualifications (Form #2), completed and signed by Agency Executive Director and President of Agency Board of Directors.
- E. Responder’s Contracts and Grants (Form #3), completed and signed by an authorized Representative such as the Executive Director.
- F. City of Antioch Ordinance Compliance – Contractors seeking to provide reentry services inside 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.



RATING SHEET

Program elements will be weighted as follows:

Program Elements and Possible Score

- A. Responder Overview 0-20
1. Relevancy of the organization's overall services and history (5 pts.)
 2. Qualifications and expertise as related to the Statement of Services (10 pts.)
 3. Demonstrated reentry experience and collaboration (5 pts.)
- B. Approach to the Scope of Work 0-60
1. Need to be Addressed by the Proposed Program
 - a. Concise and compelling need that is documented for Contra Costa (5 pts.)
 - b. Target population is well-suited to meet the identified need (5 pts.)
 - c. Preference points are given to programs serving young people up to age 25 or under-represented or at-risk population as described in Section VII. A of this RFP (5 pts.)
 2. Proposed Program Model
 - a. Clear description of the program's design, desired impact, and an adequate justification for the proposed approach (10 pts.)
 - b. Proposal includes clear description of activities and their duration, and activities are likely to achieve the program's desired impact (10 pts.)
 - c. Proposal includes innovative elements that are not currently funded by the County's AB 109 Public Safety Realignment program (10 pts.)
 - d. Proposed services are in a priority area (5 pts.)
 3. Program Objectives and Outcomes
 - a. Objectives and outcomes of the program are reasonable, and effectively respond to the identified need (5 pts.)
 - b. The metrics to be used, and plan to track them, are adequate to measure the successful accomplishment of the program's objectives and outcomes (5 pts.)
- C. Implementation of the Program 0-10
1. Implementation activities as described are sufficient to implement the program as designed, and the time allocated to the activities are reasonable given the nature and scope of the program [*Including Attachment A*] (5 pts.)
 2. Qualifications & credentials of staff are proper for the duties assigned, and existing staff meet or exceed these requirements (5 pts.)
- D. Budget and Estimated Costs [*Including Attachment B*] 0-10
Project costs are reasonable, and explanation of costs are clear

Total 100 pts.



Evaluation, Negotiation, and Award

EVALUATION CRITERIA

After the responses are received and opened, the County shall review and evaluate all responses for responsiveness to the Request for Interest to determine whether the Responder possesses the qualifications necessary for satisfactory performance. The County reserves the right to reject any or all responses, and to waive any irregularity. The award of the Agreement, if made by the County, will be based upon a total review and analysis of each response. The County may also investigate qualifications of all Responders to whom the award is contemplated, and may request clarifications of responses directly from one or more Responder. In reviewing the responses, the County may consider the following:

- a) The qualifications of the Responder and its agents, employees, and sub-consultants in completing projects of a similar type, size, and complexity. The County may consider Responder's timely and accurate completion of similar projects within budget.
- b) Responder's Experience, including a history of successfully providing similar services and capability and experience of key personnel. A demonstrated ability to timely perform the services described.
- c) References and past contractual performance.

FURTHER REVIEW AND NEGOTIATION

Upon completion of the review period, the County shall notify those Responders who will be considered for further review and negotiation. All Responders so notified may be contacted for a subsequent interview, or entered into contract negotiations in good faith and in accordance with direction from the County. Any delay caused by Responder's failure to respond to direction from the County may lead to a rejection of the Response. The team members identified in the response should attend any scheduled interview. Any interview, if scheduled, would likely occur during the **week of November 18, 2019**.

Any evaluation/interview panel constructed to evaluate and review a response may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to any interviews that are conducted as part of this RFP process. All costs for travel expenses, response preparation, interview preparation and interview time shall be borne by the Responder.

Once the top Responder has been determined, County staff will start negotiations with the top-ranked Responder. If Contract negotiations are deemed unsuccessful by the County, negotiations will be terminated and the next highest ranked Responder may be asked to negotiate a contract with the County.



AWARD OF CONTRACT

If the County Board of Supervisors awards a Responder a contract from this RFP process, a Purchase of Services Contract shall be provided to the successful Responder for the Responder's signature. No response shall be binding upon the County until after the Agreement is signed by duly authorized representatives of both the Responder and the County.

All other factors being substantially equal, preference will be given to Responders located within Contra Costa County.



Required Attachments, Forms and Checklist

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

- 1. Proposal Cover Sheet (Form #1)** attached as cover to each proposal
- 2. Table of Contents**
- 3. Proposal Narrative**
- 4. Narrative Attachment A – Project Timeline**
- 5. Narrative Attachment B – Project Budget**
- 6. Curriculum Vitae/Resumes of key staff, or job descriptions and qualifications of any staff to be hired**
- 7. Responder’s Questionnaire (Form #2)**, completed and signed by Agency Executive Director and President of Agency Board of Directors. *(Form #2 with original signatures must accompany original proposal.)*
- 8. Responder’s Contracts and Grants (Form #3)**, completed and signed by an authorized Representative such as the Executive Director. *(Form #3 with original signatures must accompany original response.)*
- 9. Agency Brochure** (as available)
- 10. City of Antioch Ordinance Requirement** (as needed)



FORM #1

PROPOSAL COVER STATEMENT

INNOVATION FUND PROJECTS

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: _____

We submit the attached proposal and attachments in response to Contra Costa County's Request for Proposal #1909-365, 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: _____

Board President

Date: _____

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



FORM #2

RESPONDER'S QUESTIONNAIRE

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 #2, 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



FORM #3

CONTRACTS AND GRANTS

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

Contact Name/Phone # <u>of Contractor/Grantor</u>	Services Provided <u>Under Contract</u>	Contract <u>Dates</u>
--	--	--------------------------

2. List key contracts/grants completed in the last five years, including government contracts/grants:

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

Name and Title _____ Date _____
(Executive Director or equivalent)

Name and Title _____ Date _____
(Board President or equivalent)

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



General Contract Conditions

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.

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 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.
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 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 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 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 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 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 \$750,000 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 \$750,000 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 \$750,000 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.