

**COUNTY OF VENTURA
VENTURA COUNTY PROBATION AGENCY
800 S. VICTORIA AVE.
VENTURA, CA 93009-1080**

REQUEST FOR PROPOSAL (RFP)

for

**Service Providers Under the Recidivism Reduction Fund from Board of State and Community
Corrections**

(Adult Population)

**One (1) Or More Total Agreements at a Total Maximum of \$187,500 for Services Not to Exceed
\$50,000 per provider**

Anticipated Contract Period: July 1, 2016 – December 5, 2018

**Date Issued: April 8, 2016
Deadline for Submissions: April 29, 2016
Notice to Applicants: By May 30, 2016
Work Begins: July 1, 2016**

Introduction

This is a Request for Proposal (RFP) to select contractor(s) to provide community recidivism and crime reduction services, through a standard County contract, with the Ventura County Probation Agency (VCPA).

Services under this RFP are for **ADULT Services** only. It is anticipated that Juvenile Services will be addressed in a separate RFP.

The successful applicant(s) will be expected to work collaboratively with VCPA, Interface Children and Family Services (Core Connection), stakeholders, and community correction partners to enhance community programming to safely and most effectively service offenders under VCPA supervision and increase public safety. Services should be designed to enable offenders to refrain from engaging in crime, to reconnect with family members, and to contribute to their communities. Funding for this project comes from the Community Recidivism Reduction Fund, provided by the Board of State and Community Corrections (BSCC). By the terms of the grant, the maximum amount of compensation to any individual service provider (including its subsidiaries and affiliates) is \$50,000.

The purpose of this project is to identify and possibly contract with organizations that can provide services designed to enable offenders to refrain from engaging in crime, to reconnect with family members, and to contribute to their communities.

Prerequisites for Eligibility to Submit Proposals

To be eligible for a contract under this RFP, every applicant (Applicant) MUST meet the following criteria:

(1) Must be a nongovernmental entity or consortium or coalition of nongovernmental entities (including faith-based and grassroots organizations) that provides community recidivism and crime reduction services to persons who have been released from state prison or a county jail, who are under the supervision of a probation department, or other persons at risk of becoming involved in criminal activities.

(2) Must provide services designed to enable persons, described in (1) above, who have a demonstrated need and who lack adequate services to refrain from engaging in crime, to reconnect with family members, and to contribute to their communities.

(3) Must provide services that fill unmet community needs and complement, not compete with, the existing service environment. Needs may include, but are not limited to mentoring, transitional housing programs, job training skills, literacy programs, educational programs, personal finance skills, health and wellness programs, and residential drug and alcohol treatment programs. Applicants are encouraged to read and consider the Public Safety Realignment Strategic 2014-2015 Plan. <http://public.venturaprobation.org/images/vcpa/documents/plans/VenturaCountyPublicSafetyRealignmentPlan.pdf>

(4) Must have a demonstrated history of providing services to adults who have been released from state prison or county jail, who are under the supervision of a parole or probation department, or are otherwise at risk for becoming involved in criminal activities, during the five (5) years immediately before submitting an application under this RFP.

- (5) Must demonstrate the ability to manage good bookkeeping of services provided, including invoicing, management of accounts, and proof of service requirements.
- (6) Must have the capability to collect and compile data regarding program participants and service delivery that can be incorporated into the local Realignment Evaluation and report number of individuals served and types of services provided to VCPA.
- (7) Must NOT have applied for or been awarded, a grant or contract from another county under this program.
- (8) Each provider may only be awarded one (1) contract under this grant.

Background

Assembly Bill 109 (AB109), the Public Safety Realignment Act, went into effect on October 1, 2011. AB 109 redefined some felony offenses in California, shifted housing for lower-level offenders from state prisons to local jails, transferred the supervision responsibilities for designated parolees from the California Department of Corrections and Rehabilitation (CDCR) to county probation agencies (called "Post-Release Community Supervision" (PRCS), and created a new form of supervision called "Mandatory Supervision" (MS).

AB109 assigned certain functions to the local Community Corrections Partnership (CCP) and required that this body complete a realignment implementation plan for the County. As part of the plan, funds were made available for local community-based organizations (CBOs) to develop a network of services aimed at assisting local agencies and curbing recidivism among these offenders. The CBO coalition requested the CCP to contract with a third-party vendor to develop and implement the CBO/PRCS Offenders Realignment Planning Project. The planning project included a countywide gap analysis of treatment needs to best serve this population, research of evidence-based programming (EBP) to best close those treatment gaps, capacity-building in EBP and service delivery, and a recommendation to the CCP in moving forward with the implementation of these services.

As such, "CORE Connection: Community Reentry Programs" was developed and administered by Interface Children and Family Services. CORE Connection services include Moral Reconciliation Therapy (MRT) provided by the Alternative Action Program, Community Case Management provided by Community Solution, Inc., and Reentry Parenting Program provided by the Coalition for Family Harmony.

The Budget Act of 2014 (FY2014-2015) allocated \$8 million to the Board of State and Community Corrections (BSCC) for the Recidivism Reduction Fund described in Penal Code Section 1233.10(a)(1), with \$250,000 allocated to Ventura County. The Budget Act of 2015 (FY2015-2016) allocated an additional \$4 million to the Recidivism Reduction Fund, with Ventura County being allocated an additional \$125,000 (\$375,000 total) in funds as described in Penal Code Section 1233.10(a)(2). The Community Corrections Partnership (CCP) held a public meeting and agreed to spend the funds to provide services to both adults and juveniles. **This RFP is for the adult population only.**

Monies allocated must be spent over a four-year period with FY 2014-2015 funds ending on December 5, 2018, and the FY2015-2016 portion ending four years from the date the funds are allocated. The Chief Probation Officer, in collaboration with the CCP, was authorized to develop and operate the competitive grant program to fund community recidivism and crime reduction services as specified in Penal Code Section 1233.10.

Application Process

Questions Regarding this RFP: Applicants must promptly notify VCPA in regard to any ambiguity, inconsistency or error that may be discovered upon examination of the RFP documents. All questions must be submitted in writing via e-mail to (Dolores.Barnett@ventura.org) no later than April 27, 2016. Questions must be specific and should correspond to the relevant paragraph in this RFP. County will not assume any responsibility for errors or misinterpretations resulting from the use of RFP documents.

Proposals: For consideration, Applicants must submit a written Proposal that describes the applicant's professional qualifications and relevant experience in the format below:

1. Cover Letter: A cover letter, which shall be considered an integral part of the response, shall be signed by an individual(s) who is/are authorized to bind Applicant contractually. The signature(s) must indicate the classification or position that the individual(s) holds.
2. Organization Profile/Experience: Provide a brief company profile. Information provided shall include:
 - a. Name, address, and telephone number.
 - b. Organization background/history and why Applicant is qualified to provide the services described in this RFP.
 - c. Include a brief resume of all similar projects your organization has performed in the past five years both in the public and private sector. Describe the results your organization has achieved for each project. Please include a project contact name and phone number for County review purposes.
3. Employee Information:
 - a. Number of employees, including independent contractors and sub-contractors, both locally and nationally.
 - b. Staff Qualifications and Availability: Proposals are to include information specifically on those persons actually performing work on the project including staff hourly rate and percentage of involvement for each person. Such information should include educational background, experience and professional resumes, technical expertise, and any professional licenses with the issuing authority, as appropriate. Staff, including independent contractors and sub-contractors, may be subjected to background investigation, which may review records from California Department of Justice, Federal Bureau of Investigation, Department of Motor Vehicles and other agencies. If such investigation reveals disqualifying information regarding a staff member County, in its sole discretion, may restrict that staff member from access to County buildings, clients and client records.
 - c. Sub-contractors: If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work, or tasks, it will perform. Identify the personnel to be assigned, their position, qualifications, licenses and representative experience. Sub-contractors may be subject to background investigations as described above.
 - d. Location(s) from which employees will be assigned.

4. Plan and Approach: This section shall serve to provide the County with key elements and unique features of your Proposal. The summary should include a work plan, including your approach, of how the tasks will be accomplished, how data will be collected and reported, as well as a schedule of milestones. Describe your approach to this project and any special ideas, techniques or suggestions that you think might make the project proceed smoothly. You should also describe how your organization can distinguish its services from others providing similar services.
5. Financial Information:
 - a. Budget/Compensation: The Proposal should contain all pricing information relative to performing the services of the Community Recidivism Reduction Grant as described in this RFP. Cost of service must be broken down fee for service.
 - b. Identify a proposed budget and schedule with the work hours of key personnel, hourly rates, estimates for materials and other resources, and the schedule for the work.
 - c. Proposal pricing shall include everything necessary for completion and fulfillment of the agreement. All costs and the calculation of fees for every service must be detailed in a budget worksheet. No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.
 - d. Budget History: Proposal should include a brief description of how your organization has adhered to budget and schedule constraints for similar projects.
 - e. Dun and Bradstreet number **or** a current financial statement or latest annual report. Applicants shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

Proposal Delivery Process

1. Deadline: Proposals will be received by the Ventura County Probation Agency until 3:00 p.m. on April 29, 2016 at Ventura County Probation Agency, Government Center, Pre-Trial Detention Facility L#3200, 800 S. Victoria Ave., Ventura, CA 93009.
2. Method of Delivery: All Proposals must be written and received by the deadline above. **Proposals MAY NOT be submitted via facsimile or electronic mail.**
3. Manner of Submittal: Submit one (1) original and four (4) copies of the Proposals.
4. Title: The original and copies must be marked with RFP#1(Adult).
5. Duration: Proposals, including information provided therein, must be valid for a minimum of 60 days.

Proposal Evaluation Process

The RFP will allow for an open, fair and competitive selection process.

1. Evaluation Criteria: Criteria below are not listed in any order of preference. Proposals will be evaluated on the basis of:

- a. Experience providing services (5 year minimum) to the target population.

- b. Financial stability and resources of the bidder.
- c. Expertise providing services.
- d. Qualifications of organization and staff.
- e. Need for service.
- f. Approach to the project.
- g. Reasonableness of cost.
- h. Ability to maintain compliance with contract terms and conditions.

The County is not obligated to select Proposals based upon the lowest bid. Selections will be in the best interests of the County after all factors have been evaluated. The County reserves the right to reject any or all Proposals submitted and shall be the sole and final authority for determination of any selection.

2. Statement of Non-Binding: This RFP is not a contract and nothing herein is construed as a binding offer or obligation on behalf of the County. The County will only incur any obligations when a final contract, based upon the standard County contract (see Exhibit A), is approved and executed.

3. Post Evaluation: After evaluation, the County may contact an Applicant who meets the requirements of the grant and the County for further consideration to enter a contract with the County to provide services under the terms of the grant.

4. Agreement: Applicant shall review the County's standard agreement (**attached Exhibit A**), which shall form the basis for any agreement entered into hereunder. Any comments/exceptions to this agreement must be included in your Proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. Material or significant deviations by Reviewer from the County's standard agreement may disqualify Reviewer from further negotiations under this RFP, solely determined by and at the discretion of the County. If the County and Applicant enter into a contract, any payments made by County will be contingent upon satisfactory performance of services by Applicant.

If further information is needed, please feel free to contact Dolores Barnett at (805) 204-5965 or Dolores Barnett@ventura.org.

Exhibit A

RFP# _____

Community Recidivism Reduction Grant

COUNTY OF VENTURA CONTRACT # _____

CONTRACT

This contract entered into this _____ day of _____, 201____, by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and _____ (Organization Name), hereinafter called "Contractor."

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing _____ services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto, County of Ventura Request for Proposal _____, Contractor's response dated _____ which by this reference, although not attached, made a part thereof.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM (PER RFP)**

This Contract will be in effect from _____, through _____ subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefor.

6. **TERMINATION**

The County Purchasing Agent may terminate this contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

9. INSURANCE PROVISIONS

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.

B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.

C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

D) The County of Ventura, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this contract for General Liability Insurance.

- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.
 - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is

to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by department head or his/her authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR: _____

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

19. **ORDER OF PRECEDENCE**

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1. This Agreement;
2. County of Ventura RFP #
3. Contactor's proposal dated _____

20. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

23. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR

by: _____
Authorized Signature

by: _____
Authorized Signature

Printed name

Printed name

Title

Title

Date

Date

Tax Identification #