

DESCHUTES COUNTY COMMUNITY JUSTICE DEPARTMENT

REQUEST FOR PROPOSALS FOR

New Shelter and Housing Units for Male Justice Involved Individuals

Deschutes County Document #2023-751

Proposed RFP Release Date: August 25, 2023

Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Community Justice Department, Adult Parole and Probation Division ("Deschutes County"), is releasing this competitive solicitation to secure a provider to offer Housing for clients with restrictive conditions (hereinafter referred to as "Services" and detailed further in Section 5, "Scope of Services"). Services shall be provided either through a private provider or a group of providers who through an agreement or memorandum of understanding serve together as a consortium in order to offer services.

NOTE: All proposals submitted in response to this Request for Proposal (RFP) shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. ***Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws.*** If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals.

- The proposal must be submitted by email to Adult Parole and Probation: Trevor.Stephens@deschutes.org.
- The proposal must be submitted in PDF or Microsoft Word format.

Proposals must be received no later than 12:00 pm, on Wednesday, September 27, 2023 ("Due Date") to be eligible for consideration. Deschutes County retains full discretion to accept or deny any late submissions. All costs associated with preparing and submitting a proposal is solely the responsibility of the proposer. This solicitation does not obligate Deschutes County to select any single proposer and Deschutes County reserves the right to cancel the procurement, reject any and all proposals, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected. Proposal documents will not be returned to provider at the end of the process and will be disposed of in accordance with any records retention requirements based on grant requirements and state and/or federal laws.

- Questions concerning the proposal process may be directed no later than September 6, 2023 at 12:00pm to Trevor Stephens via email to Trevor.Stephens@deschutes.org.
- If you would like to receive the response to any and all questions received please send Trevor.Stephens@deschutes.org an email requesting to be added to the list. Otherwise only those who have emailed questions will receive the response.

1. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to execute a contract with a community provider for the purpose of providing housing to justice-involved individuals who identify as men and are on supervision in Deschutes County. The primary target population for these services are individuals with conditions that restrict their proximity to minors or who have to register as a sex offender.

Contingent upon approval by the Deschutes County Purchasing Agent, Deschutes County intends to award one (1) contract to the provider whose proposal is determined to be the most responsive to the requirements of this RFP. The term of the resulting contract is estimated to begin on or about November 1, 2023 and terminate December 31, 2034. This is currently planned to be a reimbursement-based contract and funds shall be reimbursed for actual expenses incurred. However, County is open to modification of this in order to facilitate the purchase of the property used for these services. Contracted entities will receive (contingent on approved budget) reimbursement for funds to:

- Purchase a house/building or renovate an existing property.

- Initial startup operations of the shelter and housing services.
- Purchase and install a security system.
- Purchase initial furniture and furnishing.

Deschutes County estimates that yearly this project should provide at least eight (8) shelter beds at any given time and at least two (2) longer term beds that may be used as permanent housing units at any given time. We anticipate the program to annually serve 15-25 shelter bed clients and 2-4 longer term/housing unit clients.

Services must be provided in accordance with all applicable rules, regulations, and policies as specified by federal, state, and county guidelines, including but not limited to, Oregon Administrative Rules (OAR) 309-019-0100 through OAR 309-019-0220.

The estimated amount of funds available for this contract is as follows (there is some flexibility with these funds in terms of how they are allocated):

- Property/Building Acquisition \$850,000.00
- Furniture and Fixtures \$30,000.00
- Security System \$20,000.00
- Initial Operation Start-Up Employee Expense \$100,000.00
- Other Support and Expenses \$78,518

Total Estimated Available: \$1,078,518

However, this amount is based on grant funding and may fluctuate depending on grant approval and budget allocation.

Deschutes County is the grant, contract, and fiscal intermediary for these funds. Deschutes County shall contract with appropriate service agencies to provide service for clients on supervision.

Ideally, the Provider selected will provide most, if not all, the Services outlined in section 5, "Scope of Work", of this RFP either through their agency or by a consortium (consortium is an agreement, combination, or group formed to undertake a common enterprise beyond the resources of any one member).

Reimbursement for Services is based upon County's approval of Contractor's submission of applicable/required documentation. Funding for Services is contingent upon the Governor's Emergency Order 23-02.

2. GENERAL SUMMARY AND OVERVIEW

Approximately 10% of the Adult Parole & Probation (Adult P&P) supervised population experiences unsheltered homelessness or chronically cycle between low barrier and transitional housing and unsheltered homelessness. Within this population we consistently supervise 25-30 men who do not qualify for high barrier, treatment and other subsidized housing or shelter supports due to the nature of their supervision conditions, which either prohibit their proximity to minors, or require them to register as sexual offenders. This population experiences chronic and acute homelessness. This in turn exacerbates their real and perceived public safety risk as it makes clients hard for P&P Officers to locate and support. These individuals also tend to be perpetually reliant on expensive emergency public safety and health resources.

In the past Adult P&P has accessed county- or privately-provided facilities for this priority public safety population, but has had no dedicated facility since 2019. Instead, P&P Officers rely on expensive short-term motel stays for individuals being released from prison without alternative approved housing. When motel stays become prohibitively expensive, clients remain homeless and staff constantly troubleshoot emergencies and risks therein, and work with varying degrees of success with local shelter providers to create safety protocols for when this population has incidental contact with co-located families and people under 18.

Adult P&P was awarded \$1,078,518 to purchase, through a private provider, a multi-purpose, multi-bedroom property in Deschutes County to both rehouse and to shelter individuals who have conditions that restrict their proximity to minors and/or are required to register as a sexual offender. Funds would be primarily passed through to the private provider for one-time costs, such as acquisition of the property, renovations, start-up costs, etc.

Adult P&P will select a provider through this RFP process and provide assistance to the provider in locating an appropriate and acceptable property, and developing program protocols, criteria and requirements. The provider would purchase the property and manage the program with an on-site housing manager. The provider will hold the deed and title, be responsible

for maintenance and repair, and may utilize equity from the purchase for operational costs or property maintenance. A restrictive covenant will be placed on the property and will run with the property until December 31, 2034. Individuals served through the housing portion of the program will pay rent directly to the provider. Adult P&P will provide administrative support, manage the pass-through grant funds, and provide support to the provider with P&P Officer home visits at the property and case management with the housing manager.

MISSION AND GOALS:

The mission of Deschutes County Adult Parole and Probation is to protect the public, repair harm, hold clients accountable and facilitate pro-social thinking. In doing this we work to balance behavior change and public safety in the work we do with our clients.

The goal of this partnership will be to establish an option in Deschutes County for clients on supervision for whom we consistently have a hard time finding safe and stable housing.

The goals of the project are to:

1. Find and secure a long term acceptable house or building in Deschutes County to offer shelter and housing services for clients with supervision restrictions.
2. Create an environment and setting that promotes stability and behavior change for clients.
3. Reduce the fiscal impact on community agencies by promoting self-sufficiency and prosocial behavior.
4. Enhance public safety by providing a safe and managed housing options for clients on supervision with restrictive conditions.

TARGET POPULATION:

The target population is Deschutes County residents, eighteen (18) years of age or older, who:

1. Identify as male.
2. Currently are on supervision with Deschutes County Parole and Probation.
3. Preference must be given for individuals with minor contact restrictions as a part of their supervision or who have to register as a sex offender.
4. Provider cannot have any restriction that prohibit any sex offense related offense types or sex offender level restrictions. Some clients will have registration requirements using the address of the home and community notification requirements. The provider must work with client and community to ensure that these are made.
5. Provider will prioritize referrals from Parole and Probation for individuals who are;
 - Veterans
 - Medically Vulnerable
 - Identify as Black, Indigenous, Latinx, Asian and/or People Of Color (BILAPOC)

PROGRAM PRICIPLES AND GUIDELINES:

- Must adopt clear, consistent, fair, transparent, and accessible program policies.
- Must be person-centered and provide housing first case management supports.
 - A person-centered case management approach ensures that the person who has experienced homelessness has a major say in identifying goals and service needs, and that there is shared accountability. Case management must focus on housing assessment, placement and housing stability.
- Must agree to abide by low-barrier principles
 - Low barrier means a program that does not require any of the following for an individual to participate in one of the programs: (i) criminal background checks, (ii) credit checks or income verification, (iii) (treatment or other) program participation, (iv) sobriety, or (v) identification.
 - Low Barrier programs may enforce safety requirements for self, staff, place, and/or others.
 - Individuals on supervision may have requirements as part of their supervision in terms of treatment program participation or sobriety, but that cannot be a requirement of admission or participation in these funded shelter and housing services.
 - Low barrier does not prohibit the selected provider and Adult P&P from creating, monitoring and enforcing house rules that for example, may include no alcohol or drugs or usage on property; or no violent behaviors etc.
- Must support individual choice and self-determination.
- Must be oriented to help all individuals stabilize and work to find potential stable housing options.
- Must collaborate with other community-based organizations and public agency partners to bring to bear options and opportunities for individuals to participate in ancillary support services and activities that will support in bringing stability to their shelter or housing status.

DEFINITIONS

- Housing Beds
 - Single occupancy room with access to shared common spaces. More long term orientation.
- Shelter Beds
 - Dormitory style beds with multiple clients in a room that have access to shared common spaces. More short term orientation.

ADMINISTRATIVE SUPPORT:

Adult Parole and Probation will provide administrative support and grant oversight.

COMMUNITY CORRECTIONS SUPPORT:

Parole & Probation Officers will refer eligible individuals, work in partnership with provider and assist with case management and supervision based on each individual's supervision plan and needs. Together we seek to mitigate emergency and urgent sheltering needs of this population, provide options for long-term housing in a safe and supportive environment, and offer robust case management and service opportunities for residents as they complete their community supervision requirements and get back on their feet, rebuild lives and become productive community members.

DATA TRACKING/DATA COLLECTION:

Provider will be required to submit a monthly narrative update report outlining milestones, success measures, outcomes, obstacles, and impacts of the project for the first year of the contract. After the 1st year reporting would likely move to quarterly and the format may change with input from all parties.

Provider is able and will enter all appropriate and necessary data into Homeless Management Information System ("HMIS") at the time of client intake, if applicable, or at such other times required, or require subcontractors providing the Services for which funding has been provided under this Agreement to enter. If provider is unable to enter directly into the system they will provide this information monthly to Adult Parole and Probation for entry.

Provider will be required to report client level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS). HMIS is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless and is managed and operated locally.

Provider shall provide additional reports as needed and shall cooperatively attend meetings as reasonably requested. Reports and meetings will be based on grant requirements.

4. PERIOD OF SERVICE

A contract is expected to be awarded for the period **November 1, 2023 and terminate December 31, 2034.**

5. SCOPE OF SERVICES

The selected provider will provide most, if not all, the Services outlined below either through their agency or by a consortium. All Services are to be aligned with Fair Housing State and Federal Laws as they pertain to congregate housing providers.

1. Secure and Purchase a Building or House in Deschutes County

Provider will be responsible for locating and purchasing a residence or building to be used to provide housing services. House must have at least 2 rooms that can be used by individuals for housing units beds (suitable for single occupancy, 1-2 rooms that can be used for dorm style shelter style beds for at least 8 people, two full bathrooms and a full kitchen.
2. Provide eight (8) shelter beds at all times to be used by Parole and Probation clients.
 - A. Shelter style beds can be dormitory style with multiple clients in a room that have access to shared common spaces.
 - B. Client utilizing shelter beds may include individuals in any of the following housing situations;
 - i. Stability (1 to 90 days): Individuals who have independent housing options and acceptable personal networks in the near-term but require short-term shelter while those plans are finalized
 - ii. Transition (1-180 days): Individuals transitioning to community from prison/jail with no current independent and acceptable shelter options, but who have an ultimate plan/capability for independent housing or acceptable personal networks.
3. Provide two (2) housing unit beds at all times to be used by Parole and Probation clients.
 - A. Housing Units Beds are long term oriented with no specific time restrictions for the client. Client will have their own room with a locking door, and access to bathroom and full use of common areas.

- B. Client utilizing housing unit beds may include individuals in any of the following housing situations;
- i. Individuals with limited income insufficient for private rental or housing market and no independent or acceptable other shelter options or personal networks who may require long-term residence.
4. Provide housing stability services that includes housing readiness, short-term goal setting around housing, long term housing plans and additional support to help clients find long term stable housing.
 5. Provide onsite housing management at least 40 hours a week. Preference will be for a live in onsite manager, but we are also open to other options. If house does not have live in onsite manager staff must visit the house at least 5 days a week to include at least Saturday or Sunday.
 6. County is open to working with a contractor who would like to utilize a location they currently occupy or own (I.E. utilize acquisition funds for remodeling or paying off property). However, same restrictions as outlined in 6. REAL PROPERTY RESTRICTIVE COVENANTS will apply. If used for a property already owned by the provider the property cannot already be providing housing or shelter beds. These funds must be used to increase capacity of beds available in Deschutes County. County is also open to working with a contractor who would like to utilize acquisition funds to help purchase a property that costs more than the allocated acquisitions funds as described above. However, same restrictions as outlined in 6. REAL PROPERTY RESTRICTIVE COVENANTS will apply.
 7. Preference will be given to providers who can also provide staff that are certified recovery mentors (Recovery Mentors) or who have lived experience with successfully navigating Parole & Probation supervision (however, staff may not currently be on active supervision status).
 8. Preference will be given to providers who offer ancillary support services that program residents may voluntarily or through their supervision conditions seek, including but not limited to.
 - i. Homelessness prevention, mitigation and transition
 - ii. Sex offender therapy.
 - iii. Cognitive behavioral therapy.
 - iv. Interventions that promote general health and well-being: (i.e. smoking cessation, sexual and reproductive health, yoga, acupuncture);
 - v. Assistance in applying for health insurance and public assistance as needed;
 - vi. Mentor and alumni groups;
 - vii. Substance abuse disorder treatment.
 - viii. Mental and or behavioral health treatment.
 9. Performance Measures and Outcomes.

Provider will be required to create and update policies and procedures for operations of this program. This will include but not limited to a referral process, house rules, cleaning requirements, notification processes, data tracking, reporting, and invoicing. These will be designed in consultation with Adult Parole and Probation and must be approved by Adult Parole and Probation before any client(s) move into housing.

6. REAL PROPERTY RESTRICTIVE COVENANTS

Provider will be required at their expense to place a Declaration of Restrictive Covenants on the real property purchased with grant funds. The covenants must restrict use of the property to housing and services as agreed to. The restrictive use period runs from December 31, 2024 to December 31, 2034. Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or other assignee, without obtaining the prior written consent of County. County may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period.

At the end of the Restrictive Use Period provider is able to have free use of the real property.

7. INSTRUCTIONS AND CONDITIONS

Proposals must be signed by an authorized representative. Proposals drafted by a consortium shall include a Memorandum of Understanding (MOU) signed by individuals of each entity choosing to participate. Proposals without an original authorized signature will be rejected.

This RFP does not commit Deschutes County to award a contract or to pay any associated cost. The proposal preparation cost is solely the responsibility of the Provider. All proposals submitted in response to this Request for Proposal (RFP) shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure

as required by applicable state and/or federal laws. If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals.

Proposals should not include personal identifier information in resumes or other documents such as social security numbers, dates of birth, criminal clearance documents, etc. Deschutes County shall not in any way be liable or responsible for the disclosure of any such records.

Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. By submitting a proposal, the Provider agrees to meet all the requirements set forth in the RFP, unless specific exceptions are noted in Attachment 3 (Executive Summary). Deschutes County reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval of Deschutes County. Deschutes County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse a Provider from full compliance if awarded a contract. Reasons for rejecting any proposal will be supplied to the Provider.

Deschutes County, in its sole discretion, reserves the right to modify or cancel this RFP in whole or in part. If modification or cancellation is determined to be in the County's best interest, all Providers will be notified in writing of the specific reasons for such modification or cancellation.

Deschutes County reserves the right to seek additional proposals beyond the final submission date, if, in Deschutes County's sole discretion, the proposals received do not meet with the approval of Deschutes County.

Proposals must be valid for a minimum of one hundred eighty (180) days from the due date of this RFP.

8. TENTATIVE SCHEDULE OF EVENTS

Providers must follow the instructions and conditions detailed in this RFP. Proposals that do not conform may be excluded from further review.

Deschutes County anticipates that it will announce the results of this RFP process by the end of October 2023. Deschutes County and the selected Provider will then negotiate terms and sign a legally-binding contract. Proposals must be submitted as described above no later than 12:00 pm, on September 25, 2023 ("Due Date"). Proposals received after that time will be considered late and acceptance will be at sole discretion of Deschutes County.

Proposals will not be opened publically. A list of competing providers can be requested 48 hours after submission deadline. A register of all proposals received will be prepared and available for public inspection after a contract is awarded.

August 25 th , 2023	Request for Proposals is released.
September 6 th , 2023	Proposal questions submitted by email. Submit by 12:00pm.
By 5:00pm on September 11 th , 2023	Answers to submitted questions released.
September 27th, 2023	Proposals are due. Must be received before 12:00pm PST
Late September and early October	Proposals scored and narrowed to top three.
First and Second Week of October	Interviews are conducted with top three ranking candidates, if needed.
Third Week of October	Recommendation of selected candidate is forwarded to the Deschutes County Board of County Commissioners. Board considers selection and issuance of Notice of Intent to Award.
November 2023	Contract for services is developed and signed.
November 2023	Contracted services commence.

9. ACCEPTANCE OR REJECTION PROPOSALS

In awarding a contract, Deschutes County will accept and consider the proposal or proposals which, in the estimation of Deschutes County, will best serve the interests of Deschutes County and our clients. Deschutes County reserves the right to award a contract to the Provider whose proposal is most advantageous to Deschutes County based upon the evaluation process and evaluation criteria contained within this RFP. Deschutes County reserves the right to accept or reject any or all proposals. Any proposal which Deschutes County judges to be incomplete or nonconforming may be rejected. Any evidence of collusion between providers may constitute a cause for rejection of any proposals so affected.

10. EQUITY AND INCLUSION

In the provision of all services, Deschutes County values fairness, equity, inclusion, accessibility, diversity and transparency. Provider should work to ensure that participants have access to culturally responsive supervision, treatment and resources based on self-defined racial and ethnic identity, gender identity, sexual orientation and other identities that support each person's resilience, integrity, wellness and success.

11. SELECTION PROCESS

All proposals will initially be screened by a selection of staff ("review panel") determined by the Community Justice Department. All proposals submitted by the RFP due date will be subject to a standard review process. An initial review of each proposal will be conducted by the review panel to determine if it is complete, in the required format, and in compliance with all requirements of this RFP. Failure to meet any of these requirements may result in a rejected proposal.

Each proposal that passes the initial review will be evaluated and scored by the review panel. The process may include a panel interview with the County. The review panel will evaluate and score each proposal on the basis of a 100 point scale, using the assigned weights listed below.

Evaluation Criteria	Value
Service Delivery	25 Points
Knowledge, Experience, and Expertise	25 Points
Human-Center Focus and Understanding of Low Barrier	10 Points
Collaboration and Community Awareness	10 Points
Financial Creativity	20 Points
Performance Measures and Deliverables.	10 Points
Total points available	100 Points

Narrative responses to each section of the application, any required attachments and the completed budget forms will be reviewed to determine compliance with the requested information and the feasibility and reasonableness of proposed program design, cost, and expected outcomes. Each evaluation criterion is described in full in Attachment 5.

12. AWARD AND COMMENCEMENT OF WORK

Recommendation for award is contingent upon successful negotiation of the contract and resolution of any protests. The successful Provider shall be required to sign the negotiated contract, which will be in the form and content as approved by Deschutes County.

The final authority to award a contract rests solely with the Deschutes County. The successful Provider shall not be allowed to begin work under any negotiated contract until such time as the contract has been approved and executed by Deschutes County. The successful Provider must agree to all terms, insurance coverage provisions, and conditions of the contract with Deschutes County.

If only one proposal is received and it is deemed that such proposal meets requirements for funding, Deschutes County reserves the option to award such entity a contract on a sole-source basis. In the event no proposals are received, or proposals received do not meet requirements for funding under this RFP Deschutes County may designate another qualified entity to operate the program on a sole-source basis. If revisions or additional information to this RFP become necessary, Deschutes County will post the addenda or supplements on the Deschutes County website.

As referenced in Attachment 2 of this RFP, the selected Provider will need to submit evidence of the following insurance requirements prior to execution of the contract:

1. Commercial General Liability "occurrence" coverage, naming **Deschutes County, the State of Oregon, their officers, agents, employees and volunteers as an additional insured**, in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
2. Professional Liability coverage in the minimum amount of \$1,000,000 combined each occurrence and \$2,000,000 aggregate, for damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two (2) years after the contract work is completed.
3. Commercial Automobile Liability coverage in the minimum amount of \$2,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
4. Workers' Compensation coverage, including a Waiver of Subrogation in full compliance with Oregon statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$500,000.

Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process. Failure to comply with contract requirements once a contract has been awarded will constitute a material breach of the contract and may result in the suspension or termination of the affected contract and debarment from future Deschutes County contracting opportunities for a period not to exceed three (3) years. Other penalties may also apply.

As applicable, the selected Provider shall also submit to Deschutes County prior to contract award the following documents:

- Articles of Incorporation or business license;
- Grievance procedures for participants;
- Handicapped Access Survey;
- Verification of credentials, including education qualifications and professional licenses/certifications, as applicable.

14. SUBMISSION PACKAGE

Applications submitted in response to this RFP must include the items and be in the order as listed below. All of the items combined comprise your completed Application pursuant to this RFP.

1. Copy of signed Proposal Response Form (form should be e-mailed to Trevor Stephens prior to Due Date upon Provider's consideration of participating in this RFP) - **Attachment 1**
2. Signed Acknowledgement of Insurance Requirements – **Attachment 2**
3. Executive Summary: Please complete as directed. **Attachment 3**
4. Narrative Section: Prepare a written response that fully addresses each of the evaluation criteria listed. The narrative must be typed in 12-point font, one-inch margins, 8½" x 11", paginated, on white paper. Narrative section is limited to twenty (20) pages, one-sided. **Attachment 4**
5. Consortium's MOU, (if applicable).

It is the responsibility of the Provider to ensure the proposal is submitted via email by the time and date as specified.

To be considered for this RFP, all proposals submitted must be received no later than 12:00 pm on September 27, 2023 ("Due Date") with one complete application package with signature by email to Trevor.Stephens@deschutes.org. Deschutes County reserves sole discretion to accept or reject any late proposals.

15. ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, sublet, contracted, or transferred by the Contractor without the express written consent of the County. The granting or withholding of such consent shall be at the County's sole discretion.

16. CLARIFICATION OF RESPONSES

The County or its agents reserve the right to obtain clarification of any point in a Proposer's Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to answer the request for additional information or clarification could result in rejection of the Proposer's response.

and/or Proposal.

17. COLLUSION

A Proposer submitting a Proposal hereby certifies that no officer, agent, or employee of the County has a pecuniary interest in the submitted Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

18. DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the Request for Proposal, the decision of the County shall be final and binding upon all parties.

19. LOBBYING

Commencing with the issuance of this RFP, Proposers or others acting on their behalf are cautioned not to undertake any activities or actions to promote their proposals. Proposers or others acting on their behalf shall not make direct or indirect (through others) contact with members of the Deschutes County Board of Commissioners, County staff, or others to promote its proposals. Violation of this requirement may, in County's sole discretion, be grounds for disqualifying the Proposer from further consideration.

20. NON-DISCRIMINATION IN EMPLOYMENT

The successful Provider's attention is directed to the provisions of Oregon Revised Statutes, Chapter 659, and prohibiting discrimination in employment.

21. PROPOSAL NOT A CONTRACT

Neither this Request for Proposals nor responses to it constitute a contract between the County and the Proposer. The County reserves the right to negotiate specific contract terms with the selected Proposer.

22. VERBAL STATEMENTS NOT BINDING

Statements made by County representatives concerning this Request for Proposal are not binding upon the County unless confirmed in writing by a duly authorized employee/official.

23. STATE AND FEDERAL LAW COMPLIANCE

Provider must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes. As applicable, the successful Provider agrees to comply with all applicable provisions of the County and Oregon public contracting law.

Attachment 1

DESCHUTES COUNTY COMMUNITY JUSTICE DEPARTMENT

REQUEST FOR PROPOSALS FOR

Proposal Response Form

Submit by e-mail to: trevor.stephens@deschutes.org

A signature on this form acknowledges that the proposed provider is hereby submitting a proposal in response to Deschutes County's Request for Proposal. Submitting this form ensures the Provider will be included in any communications regarding addendums to the RFP or questions being responded to prior to RFP Due Date.

Authorized Signature: _____

Contact Name: _____

Title: _____

Phone: _____ Email: _____

Company Name: _____

Company Address: _____

DRAFT

Attachment 2 - ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of the contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Workers Compensation insurance in compliance with ORS 656.017, requiring contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$500,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
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- | | |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> \$1,000,000
<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$3,000,000 | <input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$4,000,000
<input type="checkbox"/> \$5,000,000 |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

- Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
-----------------------------------------	---------------------------------------------------

- | | |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> \$1,000,000
<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$3,000,000 | <input type="checkbox"/> \$2,000,000
<input checked="" type="checkbox"/> \$4,000,000
<input type="checkbox"/> \$5,000,000 |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name *Deschutes County, the State of Oregon, their officers, agents, employees and volunteers as an additional insured*. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

- Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

\$500,000

\$1,000,000

\$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by the contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed contract. Contractor shall notify the County in writing at least thirty (30) days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention.

I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Deschutes County. I also certify that I carry the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature: _____ Date: _____

Printed Name and Title: _____

Attachment 3 – EXECUTIVE SUMMARY (if consortium, please fill one out for each business entity).

1. Proposer's Legal Name

Firm Name	
Address	
Telephone	

2. Briefly summarize your program design:

3. Chief Executive Contact

Name of Chief Executive	
Title	
Telephone	
E-mail Address	

4. Primary Application Contact

Name of Primary Contact	
Title	
Telephone	
E-mail Address	

5. Legal Status Information

Federal Employer Tax Identification or Social Security Number	
Oregon Tax I.D. Number	

An unsigned proposal will be rejected

I certify that the information provided in this proposal is true and correct to the best of my knowledge and that I have been duly authorized by Provider's governing body or other authority to file this proposal. This proposal is submitted as firm and fixed offer valid for one hundred twenty (180) days of the submission date.

Signature: _____

Date: _____

Printed Name and Title: _____

Attachment 4 – Response (Please complete the questions below and attach documents to your response as necessary to provide answer to the following questions. The score for each question is provided at end of questions.

Attachment 4 can be no longer than 20 pages so please limit answers accordingly to ensure it remains within 20 pages.

<p>1. Please describe the structure and philosophy within which you would operate the housing program as outlined in RFP documents if you were awarded the contract. The answer should demonstrate your agency’s experience, knowledge and ability to administer the housing program as described above. The answer should demonstrate the agency’s understanding of the population served and the complex and dynamic issues facing clients on supervision who have no minor contact restrictions or who are required to register as a sex offender.</p>
<p>2. Please describe any past experience your agency has working with justice-involved individuals, including individuals who have restrictive contact conditions or who are required to register as a sex offender.</p>
<p>3. Please explain in detail your agency’s experience in locating an acceptable property for the services as described in the RFP. What have you done in the past? What has worked well? What areas do you anticipate will be challenging?</p>
<p>4. Please describe what process you will use to find a location in Central Oregon. Outline any challenges you anticipate and any strategies you will use to mitigate those. Outline any community notification or feedback process that you will incorporate. Please ensure your process includes accounting for any restrictions that the population may have in terms of distance from locations where minors are located or gather. While not all individuals will meet criteria for strict residential requirements, some may, and the county will only approve property locations that are not near to locations where children are the primary occupants or users (includes, but is not limited to, public and private elementary and secondary schools and licensed childcare centers). Please review ORS 144.641, 144.642, 144.644, and any other applicable laws.</p>

<p>5. Imagine you have found the perfect location for the house you are heading in to sign the papers to complete the purchase. You receive a phone call from an angry neighbor who has learned about the house. What would you tell the neighbor and how would you handle this?</p>
<p>6. Where do you anticipate will be the best location for this house in Deschutes County? Do you have any potential properties in mind?</p>
<p>7. How do you propose to utilize the acquisition funds? Will you buy a new property or will you be seeking permission to utilize something that you already own or something that costs more than the current allocation described above?</p>
<p>8. What do you anticipate being the biggest challenging in finding a location to purchase?</p>
<p>9. What type of staffing/management arrangement are you proposing with this house? Please describe in detail. If a live-in manager will be onsite please describe the requirements for that position and how they will be compensated for those duties. If there will be no live-in manager on site please make sure to clearly outline a schedule that shows at least 40 hours of contact with the house 5 days a week include Sat and/or Sun.</p>
<p>10. The grant provides initial funds to purchase the house, furnish it, and provide initial startup costs. It does not include funds for operational expenses year to year. How do you propose funding the operations of this service each year? At the end of the 10-year restrictive use period the house will belong to the awarded provider without any further restrictions. Do you anticipate utilizing equity in the home to fund operations? How do you anticipate this changing over time until the end of the restrictive use period? Please include a breakdown of how you would utilize the funds described above.</p>

<p>11. What cost if any do you propose you will need to charge to Adult Parole and Probation for ongoing operational costs?</p>
<p>12. Clients utilizing the housing/bed services will have differing abilities to pay. How do you propose handling clients who have funds to pay and those who do not have funds to pay? What type of client billing/funding structure would you anticipate putting in place to ensure the services meet the needs as outlined in the RFP? What is your experience with locating public housing assistance for clients in similar programs?</p>
<p>13. What housing stability services as described in 4 under <u>5. SCOPE OF SERVICES</u> in the RFP do you anticipate offering and how will you structure these services?</p>
<p>14. What ancillary services do you anticipate offering?</p>
<p>15. How will you manage clients that are in different places in terms of their readiness to change (pre-contemplative versus a client in action stage) Also clients that are in different housing status and housing stability (for example shelter beds versus housing beds)? What challenges do you anticipate? How will you mitigate these challenges?</p>
<p>16. What is your agency's understanding of how social identities and community belonging impact a person's life, including their journey through the justice system? Social identities are those aspects of a person's identity or description either self-selected or socially determined such as gender, race, ethnicity, sexual orientation, geographic, linguistic or culture.</p>

<p>17. What does your agency do to recognize, honor and support social identities and community belonging that are important and impactful to your clients?</p>
<p> </p>
<p>18. What are features of your housing program that will recognize, honor and support the diverse social identities and community belonging of residents?</p>
<p> </p>
<p>19. What behavior or outcomes would you define as a success for clients in a Shelter bed?</p>
<p> </p>
<p>20. What behavior or outcomes would you define as a “needs improvement” for clients in a Shelter bed?</p>
<p> </p>
<p>21. What behavior or outcomes would you define as a success for clients in a Housing Bed?</p>
<p> </p>
<p>22. What behavior or outcomes would you define as a “needs improvement” for clients in a Housing Bed?</p>
<p> </p>
<p>23. Please identify any key performance measures that you would envision with this contract and explain how you would measure them and define success. Do you currently have any performance measures your track internally and is so what mechanism do you use to track them?</p>
<p> </p>
<p>24. Please describe anything additional that you believe will help us in making a decision on awarding the contract.</p>
<p> </p>

Attachment 5 – Evaluation Criteria

Evaluation Criteria	Value
Service Delivery: Ability of the proposer to provide services as detailed in the RFP.	25 Points
Knowledge, Experience, and Expertise: Proposers knowledge, past experience, and staff.	25 Points
Human-Centered Focus and Understanding of Low Barrier from proposal: Proposer's responses clearly articulate an understanding of client focus and low barrier.	10 Points
Collaboration and Community Awareness: proposal clearly reflects an understanding of the complexity around the project and siting a location. Proposal clearly shows an ability to collaborate with County and community stakeholders as necessary.	10 Points
Financial Creativity: creativity around solutions to fund project.	20 Points
Performance Measures and Deliverables: proposal outlines some key output and outcome measures and reflects an understanding of needing to make data informed decisions.	10 Points
Total points available	100 Points

DRAFT