

REQUEST FOR PROPOSAL # DPARC-573

**2019 HUD CONTINUUM OF CARE
HOMELESS ASSISTANCE PROGRAM
COMPETITION**

TERMS AND CONDITIONS DOCUMENT



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This RFP is available at the following links:

<http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development>,
and www.publicpurchase.com

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS
REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED**

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INSTRUCTIONS TO BIDDERS

1. **Vendor Registration** – Vendor Registration is a two-step process vendor registration; first step is to register your company on the County’s website to receive purchase orders and payments, and the second step is a 3rd party website, Public Purchase, for bidding opportunities
2. **First Step- County of Riverside Purchasing website** - Unless stated elsewhere in this document, vendors may participate in the bidding process; however, the County does encourage all bidders to register online at <http://www.purchasing.co.riverside.ca.us/Vendorsregistrationmaintenance.aspx>. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
3. **Second Step-Public Purchase** - Public Purchase is a third party web based e-Procurement service provider utilized by the County of Riverside for RFQ’s and RFP’s. It will take only minutes to register and it is free. For future bidding, opportunities please also register online at <https://www.publicpurchase.com/gems/register/vendor/register>. For all RFQ’s Riverside County’s Purchasing website will post a notification on its website, and will provide a direct link to PublicPurchase.com.
4. **Mandatory Bidder’s Conference/ Technical Assistance Workshop** - Bidders will be required to attend the Mandatory Bidder’s Conference/ Technical Assistance Workshop on July 31, 2019.
5. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
6. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at www.Purchasing.co.riverside.ca.us or by contacting Riverside County Purchasing at the number shown above and requesting a copy faxed, or emailed.
7. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date, and prior to an award being made.
8. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
9. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
10. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
11. **Return of Bid/Closing Date/Return to** - The bid response shall be delivered to Department of Public Social Services (DPSS) – CoC-CORE Region by 1:00 p.m. P.T. on the closing date listed above. Bid

responses not received by DPSS CoC-CORE by the closing date and time indicated above will not be accepted. Delivery of the bid response is accepted at **Dept. of Public Social Services at 1111 Spruce Street, Riverside, CA 92507, on or before 1:00 PM PT.**

12. **Federal Exclusion List**- if federally or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

Terms and Conditions Acknowledgement (Vendor Company Name):			
IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ			
√ APPENDIX "A"	EXHIBIT(S)	PLANS/DRAWINGS	
IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN			
√ #116-200	General Conditions Product/Personal/Professional Services	√ #116-210	General Conditions Materials and/or Services
√ #116-230	General Conditions – Equipment	√ #116-310	Boilerplate Contract
To access any of these General Conditions go to www.purchasing.co.riverside.ca.us , located in Vendor link. If an addendum is issued for this procurement, it will be the vendor’s responsibility to retrieve all applicable addendum(s) from the Public Purchase website.			

1.0 TIMELINE/IMPORTANT DATES

TIMELINE	DATES
1.1 RELEASE OF REQUEST FOR PROPOSAL	Monday, July 22 nd , 2019
1.2 MANDATORY BIDDER'S CONFERENCE Location: Department of Public Social Services 1111 Spruce Street, Riverside, CA 92507	Wednesday, July 31 st , 2019 Time: 1:30 pm Pacific Time
1.3 DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions to Linda Salas at lsalas@rivco.org	Must be received in writing by: August 2 nd , 2019. Responses to questions will be posted no later than August 6 th , 2019 at http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development
1.4 DEADLINE FOR PROPOSALS ALL PROPOSALS MUST BE DELIVERED TO: County of Riverside Department of Public Social Services CoC-CORE Region 1111 Spruce Street, Riverside, CA 92507 Attn: Bidder Proposal # DPARC-573 No faxed or emailed proposals will be accepted.	ALL PROPOSALS MUST BE RECEIVED BY THE DEADLINE On or before Friday, August 9th, 2019 Time: <u>1:00 pm Pacific Time</u> Proposals received after 1:00 P.M. on 8/9/19 will not be accepted
1.5 TENTATIVE DATE FOR AWARDDING RFP Depending on when the U.S Department of Housing and Urban Development will release the notice of award.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at http://dpss.co.riverside.ca.us/homeless-programs/housing-and-urban-development

1.6 **Inquiries:** All inquiries must be submitted to DPSS – CoC-CORE Region, Linda Salas at lsalas@rivco.org on or before the last day for questions. Please refer to “Section 1.0 Timeline/Dates” for the particular date. Inquiries must reference the section number and title from the RFP. All responses to Bidders questions will be posted on the County of Riverside Department of Public Social Services website.

2.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this RFP is July 2020, or effective upon signature of an Agreement by both parties, unless terminated earlier, with grant terms for 1 year. DPSS may adjust the start and end time

of the grants based on county needs as well as state and federal funding requirements. This agreement shall be based on mutually acceptable services, cost adjustments, and County requirements and there is no obligation by the County of Riverside to purchase any specified amount of goods or services.

3.0 DEFINITIONS

- 3.1 “Addendum” refers to an amendment or modification to the RFP (Request for Proposals).
- 3.2 “Bid” refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period.
- 3.3 “Bidder” refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 3.4 “BOG” refers to the Board of Governance, the decision-making body of the Continuum of Care.
- 3.5 “Board of Supervisors” refers to the County of Riverside’s Board of Supervisors.
- 3.6 “CES” shall mean Coordinated Entry System that serves to prioritize homeless individuals according to longest length of homelessness and greatest service needs.
- 3.7 “Chronically Homeless” refers to an individual or a family experiencing chronic homelessness as defined in 24 CFR 578.3.
- 3.8 “CoC” refers to the Riverside County Continuum of Care.
- 3.9 “Collaborative Applicant” refers to the CoC’s designee to apply and administer the HUD award on behalf of the Continuum of Care.
- 3.10 “Contractor” refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor, Vendor, Subrecipient and Bidder are used interchangeably.
- 3.11 “County” refers the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- 3.12 “Domestic Violence (DV)”(also called intimate partner violence (IPV), domestic abuse or relationship abuse) is a pattern of behaviors used by one partner to maintain power and control over another partner in an intimate relationship. Domestic violence includes behaviors that cause or threaten physical harm, arouse fear, prevent a partner from doing what they wish or force them to behave in ways they do not want. It includes the use of or threat of the use of physical and sexual violence, threats and intimidation, emotional

abuse and economic deprivation. Many of these different forms of domestic violence/abuse can be occurring at any one time within the same intimate relationship and/or may occur with varied frequency within a relationship. (National DV Hotline definition). For purposes of this RFP, DV includes survivors of domestic violence, dating violence, stalking, or human trafficking victims.

- 3.13 “Homeless” as defined in Section 578.3 of Title 24 of the Code of Federal Regulations: https://www.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf
- 3.14 “HMIS” refers to the Homeless Management Information System.
- 3.15 “HMIS Lead” refers to lead agency designated to administer the Homeless Management Information System on behalf of the Continuum of Care.
- 3.16 “HIPAA” refers to the Health Insurance Portability Accountability Act.
- 3.16 “Joint TH and RRH” refers to the Joint transitional and rapid rehousing component project that combines two existing program components—transitional housing and permanent housing-rapid rehousing—in a single project to serve individuals and families experiencing homelessness.
- 3.17 “Permanent Housing” refers to the housing components that include rapid rehousing and permanent supportive housing as defined under 24 CFR 578.37(a)(1).
- 3.18 “Permanent Supportive Housing” refers to a type of permanent housing in which supportive services are provided to assist homeless persons with a disability to live independently and meets the requirements of 24 CFR 578.37 (a)(1)(i).
- 3.19 “Rapid Rehousing” refers to a type of permanent housing that meets the requirements of 24 CFR 578.37 (a)(1)(ii).
- 3.20 “Rental Assistance” refers to provision of rental assistance to provide homeless prevention, transitional or permanent housing to eligible persons.
- 3.21 “Riverside County CoC geographic area” shall mean any of the 28 incorporated cities or unincorporated areas within Riverside County.
- 3.22 “RFP” refers to Request for Proposal.
- 3.23 “Subrecipient” refers to the relationship that exists when funding from a pass-through entity (i.e., DPSS) is provided to perform a portion of the scope of work or objectives of the pass-through entity’s award agreement with HUD.

4.0 EVALUATION PROCESS

- 4.1 Proposals will receive a review for minimum threshold criteria based on the following factors:

- a) Responses to Attachment “A” DPARC-573 Bidder Proposal Response
- b) The quantity and locations of facilities. (If applicable)
- c) Bidder’s experience and capacity.
- d) Technical capability and project methodology.
- e) Cost Effectiveness.
- f) References with demonstrated success with similar work to the Scope of Service. (Pass/Fail)
- g) Financial status. (Pass/Fail)
- h) Clarification, Exceptions or Deviations. (Pass/Fail)
- i) Credential/Resumes/Licenses/Certifications. (Pass/Fail)
- j) Samples submitted. (If applicable)
- k) Evaluation criteria includes but not limited to :
 - a. The need for the project, the extent of the need, and how the project will fill that gap
 - b. Program Eligibility
 - c. Alignment with Federal Housing First Policies
 - d. Participation in the Homeless Management Information System (HMIS)
 - e. Participation in the Coordinated Entry System (CES)
 - f. Financial Feasibility and Capacity
 - g. Compliance with Match Requirement

4.2 All proposals will be given through review. A non-conflicted Review Panel will be convened to review proposals that have met the minimum threshold criteria. All contacts during the bidding process and review selection phase must contact DPSS, Linda Salas at (951) 358-4913 or email to LSalas@rivco.org. Attempts by the Contractor/Bidder to contact any other County representative may result in disqualification of the Contractor/Bidder.

4.3 Final award selection will be made by the Board of Governance based on recommendations from the Review Panel.

4.4 The County reserves the right to split or make the award that is most advantageous to the County.

5.0 GENERAL PROPOSAL SUBMITTAL

5.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a cover page Tab B with a certification of intent to meet the requirements specified.

5.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.

- 5.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 5.4 Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- 5.5 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 5.6 **Late proposals will not be accepted.** Proposals submitted to any other County office will be rejected.
- 5.7 Faxed or emailed proposals will not be accepted.
- 5.8 All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal. RFP # DPARC-573".
- 5.9 Submit one (1) original copy with all required signatures in a binder and one (1) pdf format on a virus free thumb drive (Microsoft Word or PDF formatted document) inside the **original binder** only.
- 5.10 Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections.
- 5.11 Proposals must be typed uniformly on letter size (8 ½" x 11") sheets of white paper, single sided or double sided, each section clearly titled, with index dividers labeled Tabs A – I, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be signed and included in the proposal.
- 5.12 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 5.13 All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.
- 5.14 The County reserves the right to amend, modify, revise the project Scope of Services and/or make the award that is most advantageous to the County, as necessity may dictate.

6.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation and proposals, which requires bid submission in response to the solicitation process, become the exclusive property of the County. Upon submission of a bidder's proposal, the submission and any pertaining documents is subject to the State of California Public Records Act. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Qualification marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify

the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language. If a Contractor's proposal is accepted and an agreement is made with the County, then the Contractor will be required to sign the most current HIPAA Business Associate Addendum (If applicable). If the County revises the HIPAA Associate Addendum, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

7.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at www.publicpurchase.com, and <http://dpss.co.riverside.ca.us/homeless-programs/>. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.publicpurchase.com.

8.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit A. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

9.0 HIPAA BUSINESS ASSOCIATE ADDENDUM

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as Attachment I located in the sample Agreement Exhibit A, to warrant that, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and 162, and 164 ("Privacy Rule and Security Rule"), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

10.0 CANCELLATION OR MODIFICATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise, the Contractor agrees that all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- ✓ Inadequate, ambiguous, or otherwise deficient specifications.
- ✓ The services are no longer required.
- ✓ Proposals received are at an unreasonable cost.

- ✓ Proposal did not arrive in open competition, were collusive, or not submitted in good faith.
- ✓ The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to *accept or reject any or modify any* or all proposals received because of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

11.0 APPEALS PROCESS

As the decision-making body for the County of Riverside Continuum of Care (CoC), the CoC - Board of Governance is responsible for the review and disposition of any protest of a bid solicitation. Through the procurement process to be facilitated by the Riverside County Department of Public Social Services (DPSS), the CoC's Collaborative Applicant and Administrative Entity, a vendor does have the right to protest if bypassed an award, however the protest must be a legitimate request. A copy of the Appeals Process is posted on the DPSS Website at: <http://dpss.co.riverside.ca.us/files/pdf/homeless/hud-2019/coc-appeals-process.pdf>. Appeal requests must be submitted according to the process and timeframe indicated.

12.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.