



## Ramsey County Request for Proposals ("RFP")

**RFP #: CHSPS0000012429**

**RFP Title: RFP LONG TERM HOMELESS GRH**

Expiring Contract: Yes

Continuous RFP Posting: Yes

Send response to:

Ramsey County Department of Human Services

Suite 9800

160 East Kellogg Bldg.

St. Paul, MN 55101

**CHS Contact Name: Naly Yang**

**Email: [naly.yang@co.ramsey.mn.us](mailto:naly.yang@co.ramsey.mn.us)**

**CHS Contact Telephone: (651) 266-4106**

Responses must be received by 2:00 p.m. Central time on April 1, 2016.

### **THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.**

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey County has no obligation to place an order as a result of this inquiry.

### **Solicitation Schedule**

Listed below are specific dates and times of actions related to this solicitation. Actions with specific dates and/or times must be completed as indicated unless changed by Ramsey County. With the exception of the anticipated contract start date, in the event that Ramsey County finds it necessary to change any of the specific dates and/or times in the schedule listed below, it will do so by issuing an addendum which will be posted to Onvia DemandStar.

RFP Released: February 16, 2016

Contractor Questions Due: March 4, 2016

Addendum with Answers to Questions Issued: March 11, 2016

Solicitation Responses Due: April 1, 2016

Solicitation Public Opening: April 1, 2016 4:00pm

Notice of Intent to Award: 2 weeks following submission

Anticipated Contract Start Date: June 1, 2016

### **Solicitation Description**

Agreements with agencies to provide housing assistance and supportive services to qualifying individuals meeting the state definition of long term homelessness.

## **1. Project Information**

### **1.1. Purpose**

Ramsey County, through the Community Human Services Department (RCCHS), seeks Group Residential Housing (GRH) Agreements with Ramsey County providers in order to provide housing and supportive services for adult men and women with disabilities, long histories of homelessness, and low income who are unable to secure and maintain housing without this assistance. RCCHS is looking for respondents to this RFP to provide a spectrum of housing and services for persons meeting the state definition of long-term homelessness in individual apartment settings.

GRH rates are adjusted by the state annually. Currently the GRH Base Rate (\$891 per client/month) is intended to cover the costs of housing. The Supplemental Service Rate (\$482.84 per client/month) will cover the costs of supportive services provided by agencies with approved agreements with Ramsey County.

RCCHS encourages new vendors and those with expertise in serving diverse populations to submit a response to this inquiry.

### **1.2. Background Information**

#### **Definitions**

CAHS = Coordinated Access to Housing and Shelter

Contractor = The vendor or provider agency submitting a proposal.

DHS = the Minnesota Department of Human Services

GA = General Assistance

GRH = Group Residential Housing

HWS = Housing With Services

Long-term homelessness = Defined in Minnesota State Statute 256I.03 as “lacking a permanent place to live 1) continuously for one year or more, or 2) at least four times in the past three years”.

MDH = Minnesota Department of Health

RCCHS = Ramsey County Community Human Services

RFP = Request for Proposals

Solicitation = This Request for Proposal document

Solicitation Contact = Naly Yang, [naly.yang@co.ramsey.mn.us](mailto:naly.yang@co.ramsey.mn.us)

Solicitation Response = The proposal written by the contractor/vendor agency and submitted in response to this RFP.

SSI = Social Security Income

SSA = Social Security Administration

SSDI = Social Security Disability Income

### **1.3. Scope of Services**

The GRH Program is established by state statute 256I, as amended in 2015. The State of Minnesota requires providers to have an agreement with the local county in order to bill the Department of Human Services (DHS) for housing assistance and supportive services provided to qualifying individuals who meet the state definition of long term homeless.

The Contractor shall comply with the DHS and RCCHS requirements for the long term homeless GRH Program. The GRH program is established by state statute 265I. GRH is a 100% state-funded program administered by counties. Program participants must meet a basis of eligibility for Supplemental Security Income (SSI): over 65, blind, or have a disability as determined by the Social Security Administration (SSA) or meet a basis of eligibility for the state General Assistance (GA) program:

- o Permanent or temporary illness
- o Requires services in residence
- o Unemployable
- o Developmental disabilities or mental illness
- o Pending application or appeal for SSI or SSDI
- o Advanced age (55 or older) that impacts employment
- o Learning disability that impacts employment
- o Drug/alcohol addiction
- o Countable income that is less than the maximum benefit
- o Assets that do not exceed an assigned limit

The Housing Base Rate for GRH is \$891 per client/month effective July 1, 2015 and is intended to cover:

- o Rent
- o Utilities
- o Household supplies
- o Other things necessary to provide safe, decent housing

The Housing Base Rate cannot cover services, clothing or medical costs.

The GRH Supplemental Services rate is \$482.84 per client/month effective July 1, 2013.

Support services must include:

- o Assistance with transportation
- o Arranging meetings and appointments
- o Arranging medical and social services
- o Medication reminders
- o Up to 24-hour supervision

Any person meeting the definition of long-term homeless, and meets any of the other eligibility requirements is eligible to be provided with GRH support for housing and services.

Long term homelessness is defined in Minnesota statute 256I.03 as “lacking a permanent place to live 1) continuously for one year or more, or 2) at least four times in the past three years.” A Professional Statement of Need Form is required to establish a GA/GRH basis of eligibility and to authorize a Supplemental Services Rate. The Professional Statement of Need must be signed by a qualified professional or a designee of the county.

Eligible GRH clients may be placed in any suitable apartment in the community once the provider has submitted a Habitability Inspection Form for that housing unit. Scattered site units for persons eligible under the long term homeless GRH program no longer have to be registered with the Minnesota Department of Health (MDH) as a Housing With Services (HWS) establishment. Contractor will need to work with RCCHS staff to set up their service site(s) in the state MAXIS system for payment.

#### **1.4. Contractor Qualifications**

Successful bidders on this RFP must agree that all persons served through this program will be referred through the Ramsey County coordinated entry program for single adults once it has been established, or through the Coordinated Access to Housing and Shelter (CAHS) program for homeless families. It is expected that successful bidders will have experience working with people who are homeless and who meet the state definition of long term homelessness.

## **1.5. Multiple Contractors**

### **1.5.1.**

Ramsey County has determined that the services required by this RFP are critical to the needs of Ramsey County or the Clients served by Ramsey County. As a result, this RFP will open on February 16, 2016 and remain open continuously.

### **1.5.2.**

Ramsey County reserves the right to contract with one or more Contractors whose solicitation response meets or exceeds an average score of 75 % based on the evaluation criteria stated in this solicitation. Contracts executed as a result of this solicitation shall not exceed five (5) years.

## **1.6. Contract Term**

The anticipated term of the resulting Agreement shall be from June 1, 2016 and shall continue for four (4) years and may be renewed up to one (1) additional one-year period. Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

**Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.**

## **1.7. Costs**

### **1.7.1.**

The resulting contract shall be a fixed price contract obligating the Contractor to a specified price.

### **1.7.2.**

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work.

### **1.7.3.**

The solicitation response shall not include applicable state sales tax.

## **1.8. Subcontractors**

Subcontractors will not be allowed.

## **2. General Solicitation Standard Terms and Conditions**

### **2.1. Solicitation Process**

The County will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation. The County expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all solicitation responses. The County reserves the right to waive any minor irregularities in the solicitation process. All communications during the solicitation process shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

## **2.2. Solicitation Questions**

All questions concerning this solicitation shall be submitted in writing to the solicitation contact at the fax number or email address listed above.

## **2.3. Solicitation Addenda**

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

## **2.4. Collusion**

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, County employees or County Board members. Evidence of such activity will result in rejection of the solicitation response.

## **2.5. Solicitation Response Format and Content**

Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 8 pages, not including attachments.

### **2.5.1.**

Completed Solicitation Response Form, attached.

### **2.5.2.**

Completed Contractor Information and Reference Form, attached.

### **2.5.3.**

Description of the Contractor's cost.

### **2.5.4.**

Description of the Contractor's overall approach or solution, including a brief history, an organizational chart, the number and gender of individuals you plan to serve. If applicable, identify any cultural, ethnic, or linguistic community you plan to prioritize services to.

### **2.5.5.**

Resumes of key project participants, including prior projects of similar size and scope for which the participants played the same or a similar role as those proposed for this solicitation.

### **2.5.6.**

Breakdown of project services by phases or tasks. For each phase or task listed, identify:

- Key project staff to be involved and their roles and responsibilities
- Time commitment for each person
- Timeline
- Deliverables
- County responsibilities, if different from the description contained in the solicitation.

**2.5.7.**

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, and the status of each claim.

**2.5.8.**

A project budget. Use the budget form provided.

**2.5.9.**

Submission of a solicitation response constitutes agreement by the contractor that it has read and will comply with all provisions in this solicitation document, including the General Contract/Agreement Terms and Conditions, and any addenda issued, and not on oral statements. Solicitation responses shall be signed by a contractor representative authorized to bind the contractor. If a contractor fails to submit the required forms and content, the solicitation response will be considered non-responsive and shall be rejected.

**2.6. Response Submission**

Contractors must submit one original and 6 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. The requested copies shall be packaged together, in a separate sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. Proposal responses must be received no later than 2:00 P.M., Central time, on November 30, 2015. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

**2.7. Solicitation Response**

**2.7.1.**

Upon submission, a solicitation response becomes the property of the County and will not be returned. The County retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

**2.7.2.**

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

**2.8. Solicitation Response Acceptance**

Solicitation responses shall be unconditionally accepted without alteration or correction, except as authorized.

**2.9. Conditioning Solicitation Responses Upon Other Awards Not Acceptable**

Solicitation responses conditioned upon receiving award of both the particular contract being solicited and another County contract shall be rejected.

**2.10. Solicitation Response Mistakes**

**2.10.1.**

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is

initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to the County will prevail.

**2.10.2.**

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

**2.11. Evaluation and Selection Process**

**2.11.1. Creation of Evaluation Team**

The County shall create an Evaluation Team consisting of County employees, consultants, or community representatives who represent different backgrounds, experience, subject matter, and departments. After the submission date and time, contractors may have direct communications with Evaluation Team members, County employees, County elected officials, and County consultants only in response to a request from the County. Violation of this provision shall disqualify the contractor from further consideration.

**2.11.2.**

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

**Evaluation Criteria and Maximum Points Value**

- 30 Contractor Qualifications (experience, training, technical and professional ability)
- 20 Key Personnel Qualifications (experience, training, technical and professional ability)
- 30 Project Understanding and Approach
- 20 Cost

**100 Total Possible Points**

**2.11.3.**

The County reserves the right to interview any or all proposers, or to require a demonstration or a site visit at its discretion. The County is not responsible for any costs incurred by the proposer in preparing for or participating in an interview, demonstration, or site visit.

**2.11.4.**

If interviews are required, Contractors selected for interviews shall be given enough time to make necessary interview preparation and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

**2.11.5.**

The County reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

**2.12. Selection**

**2.12.1.**

The County is not bound to accept the lowest cost.

**2.12.2.**

The County reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as the County deems to be in its best interests.

**2.12.3.**

A written Notice of Intent to Award shall be sent to the contractor who scored the highest in accordance with the evaluation criteria as stated in the solicitation document.

**2.13. Notice of Intent to Award**

The following must be submitted in response to a Notice of Intent to Award within the time period identified within the Notice of Intent to Award:

**2.13.1.**

Request for Taxpayer Identification Number and Certification, I.R.S. Form W-9

**2.13.2.**

Certificate of Insurance (COI)

**2.14. Public Notice**

The County uses Onvia DemandStar "DemandStar" to release all competitive solicitations and associated addenda. Onvia offers contractors immediate and automatic notification of solicitation announcements, documents, results, and prior solicitation information 24 hours a day, 7 days a week. Subscription to DemandStar is free by following the DemandStar Registration Instructions. Contractors may contact DemandStar directly by calling 1-800-711-1712. Construction related solicitations shall be published in the County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in the County's official newspaper for at least two weeks. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.

**2.15. Application for Designation of Trade Secret Information**

If a Contractor completes a Contractor Application for Designation of Trade Secret Information request and has attached the form to their solicitation response, the solicitation response and request shall immediately be given to the County's Procurement Manager who shall consult with the appropriate County Attorney for a written determination in response to the Contractor's request.

**2.16. Only One Solicitation Response Received**

If only one solicitation response is received, an award may be made to the single Contractor if the County finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

**3. General Contract/Agreement Terms and Conditions**

**3.1. Payment**

**3.1.1.**

Invoices shall show applicable Minnesota sales tax of 6.875% separately.

**3.1.2.**

No payment will be made until the invoice has been approved by the County.



## **3.2. Application for Payments**

### **3.2.1.**

Payment is made by the Minnesota Department of Human Services once it has been authorized by the county.

### **3.2.2.**

Invoices for any goods or services not identified in this Agreement will be disallowed.

### **3.2.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

### **3.2.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

### **3.2.5.**

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

### **3.2.6.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

## **3.3. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of the County.

## **3.4. Successors, Subcontracting and Assignment**

### **3.4.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants, contracts and obligations contained in this Agreement.

### **3.4.2.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

### **3.5. Compliance With Legal Requirements**

#### **3.5.1.**

Unless otherwise provided in the scope, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract.

#### **3.5.2.**

The Contractor agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs and staff for which the Contractor in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, zoning standards, staff certification, and all other applicable laws, regulations, ordinances, rules, and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Contractor agrees to the following:

##### **3.5.2.1.**

During the term of this Agreement, the Contractor agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality service.

##### **3.5.2.1.1.**

The Contractor represents that it and its employees will remain qualified and licensed to provide services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and this Agreement.

##### **3.5.2.1.2.**

The Contractor agrees to inform the County of the following related to it or its employees immediately upon:

##### **3.5.2.1.2.1.**

Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.

##### **3.5.2.1.2.2.**

Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.

##### **3.5.2.1.2.3.**

Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in a federal exclusion.

##### **3.5.2.2.**

The Contractor agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated as required under Minnesota Statutes, Chapter 245A and Minnesota Statutes, sections 626.556 and 626.557.

**3.5.2.3.**

Failure to meet such standards may be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination may be effective as of the date of such failure.

**3.5.2.4.**

Loss of any applicable state license by the Contractor shall be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination shall be effective as of the date of such loss.

**3.5.2.5.**

If the County has reason to believe that the health, safety, or well-being of a person receiving services may be endangered by actions of the Contractor, its agent and/or employees, the County may require that the Contractor immediately terminate providing services to the person. The County may also remove the person from the care of the Contractor. These actions may be taken immediately and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the person or of other persons in Contractor's care have been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the County may immediately terminate this Agreement.

**3.5.3.**

Prior to entering into a contract with Ramsey County, a domestic corporation must submit a Certificate of Good Standing issued by the Minnesota Secretary of State's office pursuant to Minn. Stat. §5.12, and a foreign corporation must submit a Certificate of Authority issued by the Minnesota Secretary of State's Office pursuant to Minn. Stat. §303.03. The contractor shall maintain a Certificate of Good Standing or a Certificate of Authority, as applicable, and shall submit the Certificate upon request by the County, throughout the term of the agreement and including amendments to renew as and if allowed by the contract.

**3.6. Data Practices**

**3.6.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

**3.6.2.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

### **3.7. Security**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

### **3.8. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

### **3.9. Contractor's Insurance**

#### **3.9.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**3.9.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

**3.9.3.**

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

**3.9.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

**3.9.3.2.**

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

**3.9.4.**

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

**3.9.4.1.**

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

**3.9.4.2.**

If the Contractor is providing services to clients, customers, patients, and inmates, and not directly to the County, then Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

**3.9.5.**

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

**3.9.6.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

**3.9.7.**

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

**3.9.8.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

**3.9.9.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**3.9.10.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

**3.9.11.**

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

**3.9.12.**

The Contractor shall provide the County with prior notice of any lapse in the insurance required under this Agreement including cancellation and/or non-renewal or material change in coverage. The Contractor who is providing services on behalf of the County shall notify its insurer that the County is requiring third party notice of mid-term cancellation per Minn. Stat. §60A.36, Subd. 2a.

**3.9.13.**

Nothing in the Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**3.9.14.**

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

**3.10. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**3.11. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:** xxx

**Contractor:** xxx

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

### **3.12. Non-Conforming Services**

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

### **3.13. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

### **3.14. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

### **3.15. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

### **3.16. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

### **3.17. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

### **3.18. Termination**

#### **3.18.1.**

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

#### **3.18.2.**

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

#### **3.18.3.**

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

### **3.19. Interpretation of Agreement; Venue**

#### **3.19.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

#### **3.19.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

### **3.20. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

### **3.21. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

### **3.22. Cooperative Purchasing**

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.



### **3.23. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.



**RAMSEY COUNTY**  
**SOLICITATION RESPONSE FORM**

**Solicitation Number: CHSPS0000012429**

**Solicitation Title: RFP LONG TERM HOMELESS GRH**

**The following shall be completed by the Contractor:**

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

**PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM**

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

**Fixed Price Information (Edit Section to add Pricing Detail):**

**Price: \$** \_\_\_\_\_

**ACKNOWLEDGEMENT**

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

**COLLUSION**

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, County employees or County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: CHSPS0000012429

Solicitation Title: RFP LONG TERM HOMELESS GRH



## RAMSEY COUNTY

### CONTRACTOR INFORMATION AND REFERENCE FORM

**Ramsey County requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.**

**Company Information:**

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

**Solicitation Response Contact:**

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

**Contract Mailing Address (if different from Company Information):**

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

**Reference Requirements:** Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



**RAMSEY COUNTY**

**CONTRACTOR APPLICATION FOR DESIGNATION OF**

**TRADE SECRET INFORMATION**

**Solicitation #** CHSPS0000012429

**Solicitation Title** RFP LONG TERM HOMELESS GRH

The submitted quote/bid/proposal includes trade secret information that we, the contractor, believe to be classified as nonpublic (relating to a non-person) or private (relating to a person) information under §13.37 of the Minnesota Government Data Practices Act.

As such, we are requesting that certain provisions of our quote/bid/proposal response, as indicated below, be treated as trade secret data and that any request for access to the trade secret data be handled in accordance with the provisions of Ramsey County's Purchasing Standard Terms and Conditions.

**Section**

**Page #**

**Topic**

We understand that a decision regarding this request will be made by Ramsey County prior to award. If this classification request is granted, in the event the designation of this information as trade secrets is challenged, we agree to defend, indemnify, and hold harmless Ramsey County against any claims related to the designation of this data as trade secrets data.

We further understand that Ramsey County considers markings of "confidential" or "trade secrets" in the solicitation response to be insufficient to classify information in a response. We agree to indemnify and hold Ramsey County harmless from any damages arising out of the release of any materials or data unless they are specifically identified above.

Name and Title of Authorized Preparer

Signature

Date



**RAMSEY COUNTY**  
**NO SOLICITATION RESPONSE FORM**

**Ramsey County strives to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.**

- 1. We did not feel we could be competitive.
- 2. We do not furnish the supplies, equipment materials or services requested.
- 3. Insufficient time to respond.
- 4. We did not have sufficient staffing to complete the solicitation response.
- 5. Not interested.
- 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date: