



Loudoun County, Virginia

REQUEST FOR PROPOSAL

OPERATION OF EMERGENCY HOMELESS SHELTER PROGRAMS AND TRANSITIONAL HOUSING FACILITY/TRANSITIONAL OPPORTUNITIES PROGRAMS

ACCEPTANCE DATE: Prior to 4:00 p.m., June 9, 2009 "Local Verizon time"

RFP NUMBER: QQ-01495

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement, MSC #41C
One Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

A Pre-Proposal Conference will be held on May 28, 2009 at 10:00 AM at the Loudoun County Transitional Housing Facility, 19520 Meadowview Court, Leesburg, Virginia 20175 for clarification of any questions on the specifications.

Requests for information related to this Proposal should be directed to:

Courtney Shihadeh, CPPB

Contracting Officer

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This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: May 12, 2009

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

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Prepared By: Courtney Shihadeh, CPPB /s/ Date: 5/12/2009
Contracting Officer

OPERATION OF EMERGENCY HOMELESS SHELTER PROGRAMS AND TRANSITIONAL HOUSING FACILITY/TRANSITIONAL OPPORTUNITIES PROGRAMS

1.0 PURPOSE

The intent of this Request for Proposal is to obtain proposals from qualified nonprofit organizations to operate multiple programs within one facility. These programs include the Loudoun County Emergency Homeless Shelter, the Loudoun County Transitional Housing Facility, the Transitional Opportunities Program (TOP), the Drop-in Center program and the Cold Weather Shelter. Each of these programs, although within the same contract, is distinctly different and client populations will remain separate. This will be a cost-reimbursement contract with a portion of the expenses to be offset by the Contractor's fund raising. The County anticipates awarding a one (1) year contract with up to five (5) additional one year renewal periods.

The following RFP schedule is tentative and is subject to change

RFP Issued	May 12, 2009
Pre-Proposal Conference	May 28, 2009
RFP Acceptance	June 9, 2009
Initial Proposal Evaluations Completed	June 19, 2009
Interviews Completed	June 26, 2009
Contract Negotiations Completed	July 3, 2009
Notice of Intent to Award	July 6, 2009
Board Approval of Contract	July 21, 2009
Contract Start Date	September 1, 2009

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

A. Emergency Homeless Shelter

Loudoun County currently owns three (3) houses near the Loudoun County Woods Road Solid Waste Facility. The land was purchased for eventual Landfill expansion and the houses are available for use until the expansion occurs. The houses are currently used for emergency homeless shelters and are located approximately one (1) mile from the intersection of Routes 621 and 711 on the left side of a gravel road.

The Emergency Homeless shelter located on The Woods Road will no longer be available for use in the fall of 2009. A new homeless shelter is currently under construction with an anticipated occupancy date of September 2009. The new Emergency Homeless Shelter, located at 19520 Meadowview Court, will be attached to the Transitional Housing Facility.

The Emergency Homeless Shelter is designed to operate as a public/private partnership. It is, therefore, imperative for the County and the Contractor to cooperate in providing services that will maximize the clients' potential for success and to work with local businesses, individuals, private agencies, religious institutions and the public sector to coordinate services for clients

B. Cold Weather Shelter Program

Currently the Loudoun County Department of Family Services (DFS) is responsible for operating a Cold Weather Shelter from November 15th through March 31st of each year. Services provided at this facility include a safe environment for single men and women to sleep, shower and obtain food. Once the new emergency homeless shelter opens, the Cold Weather Shelter services will be incorporated into the new Emergency Homeless Shelter facility.

C. Drop-In Center Program

A Drop-In Center, located on Sycolin Road, is operated by the Department of Family Services (DFS), the Department of Mental Health/Mental Retardation Services/Substance Abuse Services (MH/MR/SAS) and Volunteers of America. This center is currently utilized by homeless men and women. Services provided include food, showers, laundry and case management services. This program will also be incorporated into the new Emergency Homeless Shelter facility. DFS will continue to provide case management services to this program.

D. Transitional Housing Facility (THF)

The Transitional Housing Facility currently provides housing for six homeless families and eight single females (up to 44 beds) at any one time. This facility is not an overnight emergency shelter. While in the transitional program, residents build skills, education, financial independence and address mental health, legal affairs, employment,

parenting and much more which will assist them in becoming independent and eliminate the need for public assistance. Each client receives stable housing and services for up to two years. This program serves families, single parent households and single women. The Department of Housing and Urban Development (HUD) permits a length of stay up in THF for up to twenty-four (24) months

The County anticipates that the new Transitional Housing Facility, located at 19520 Meadowview Court, will be operable by September 2009.

E. Transitional Opportunities Program (TOP)

In 1997, the County was awarded a grant for transitional housing entitled Transitional Opportunities Program (TOP). The grant provided rental assistance and case management services. Funding is available for seven (7) scattered apartment sites within the County. While in the transitional program, residents build skills, education, financial independence and address mental health, legal affairs, employment, parenting and much more which will assist them in becoming independent and eliminate the need for public assistance. This achieved through the close assistance of a Program Coordinator who supports, mentors and links up program participants with public and private resources in the community.

Participants are required to contribute ten percent (10%) of their gross income towards rent and ten percent (10%) of their earnings to an escrow account to be returned upon graduation of the program. There are seven apartment sites in this program. Participants in the program are required to find their own housing; however, the TOP case manager must provide assistance including advocacy to assure success in finding a home.

This program follows HUD Supportive Housing regulations. TOP serves families, single parent households, single women, single men and persons with Mental Health disabilities. Those families/individuals eligible to participate in these programs must meet HUD's definition of homelessness.

F. Program Funding Sources

Funding for the operation of the facilities by the Contractor will be provided by a combination of DFS grant money and County funds, to be supplemented by fund raising activities conducted by the Contractor. The Contractor shall be able to provide at least ten percent (10%) of its proposed operating budget to supplement the program delivery budget of local and state funding.

G. Facility Maintenance

The County will provide the major maintenance and repairs for the facilities to ensure they are and remain in a satisfactory state. The Contractor shall be responsible for all minor maintenance. Minor maintenance is defined in Section 6.2P. Such maintenance and repair must be coordinated with and approved by the County Department of General Services ("General Services") and DFS. If the Contractor wants to use a portion of their County-approved funding for repairs, General Services and DFS must approve it.

H. Program Management

The Contractor will be responsible for the day-to-day management of the facilities and the implementation of a Support Service Program to be operated in conjunction with other County departments pursuant to the requirements of the DFS grant program. Facility staff will be employees of the Contractor. The Contractor shall also be responsible for supervising volunteers and subcontractors (if any) who will perform work under this contract. The Contractor shall also be able to attend monthly coordination meetings and the Continuum of Care Coalition meetings and appropriate subcommittee meetings.

4.0 OBJECTIVES

- A. To provide a decent, safe, and sanitary shelter for homeless families and women in accordance with federal, state and local guidelines.
- B. To maximize bed space (rather than bedrooms) and usage. This can be accomplished by combining singles and relocating clients to other rooms and houses. (Providing private accommodations for individuals or families is not a primary objective.)
- C. To maintain a minimum eighty-five percent (85%) occupancy of all units at all times.
- D. To admit clients in a fair and non-discriminatory manner twenty-four (24) hours a day, 365 days a year. The admission process shall also be in compliance with all applicable federal, state and County eligibility requirements.
- E. Provide and participate in case management services to clients to assist them in becoming more self sufficient and to connect them with the appropriate agencies and available services.
- F. To coordinate support services and follow up with THF and TOP clients following discharge for up to six (6) months, if the twenty-four (24)_month maximum time has not been achieved.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

5.1 Services/Daily Operations

A. Transitional Housing Program (THP) and Transitional Opportunities Program (TOP)

The Contractor shall provide the following service components:

1. Conduct screening, intake assessments, case management and follow-up for all clients in conjunction with DFS and all other designated agencies.
2. Provide interest bearing escrow savings plans for each resident and ensure financial accountability. (In THP, 20% of income is applied to the escrow and for TOP 10% is applied to rent and 10% to escrow.)
3. For TOP clients, coordinate selection and lease of scattered site apartments between landlord and resident as well as rental payment processing.
4. Provide a Life Skills Training package, which is subject to approval by the County, and conduct one (1) life-skills group meetings for residents once a week. In addition, the Contractor shall meet with each resident individually on a weekly basis to review progress towards established goals and objectives.
5. Provide on-going client education and counseling to enforce client self-sufficiency, stability, and self-determination during and after the time in the transitional housing programs.
6. Develop individual self-sufficiency program plans and action steps within three days (3) of client admission and provide on-going monitoring and program revision.
7. Offer appropriate referral and information for clients, such as credit financial counseling. Develop a referral list with the County.
8. Promote a job resource referral program and coordination of services to DFS Career and Supportive Services Unit.

9. Participate in the Continuum of Care system and attend monthly case management/service meetings with appropriate staff from various County agencies.
10. Notify DFS if the occupancy rate falls below eight-five percent (85%)
11. Input all information into the Homeless Management Information System (HMIS) provided by the County.
12. The Contractor shall work with County staff to establish policies, procedures, and house rules to be incorporated in a Client Handbook and an Operations Manual, which will aid in developing client Contracts to ensure safe, sanitary and decent community living environment. County shall provide final approval of initial documents and all updates to ensure compliance with federal, state, and local guidelines.

The Client Handbook and Operations Manual shall include, but are not limited to provisions regarding the following:

- a. Prohibition of use or possession of alcohol or illegal drugs.
- b. Prohibition of fighting or aggressive behavior.
- c. Prohibition of possession of weapons.
- d. Procedure for admission to the program to include appeal process for those denied into the program at application.
- e. Procedure for voluntary and involuntary admission and discharge to include appeal process.
- f. Procedure for individual service plans and behavioral progression levels.
- g. Policies and procedures for day to day activities, such as curfews, use of the facility, etc.

B. Emergency Homeless Shelter

The Contractor shall provide the following service components:

1. Refer clients who display problems with substance abuse and/or mental illness to the appropriate County agency (24 hours a day/365 days a year).

2. Provide ingredients for one (1) nutritious meal a day, clothing, and hygiene supplies, if needed. These items may be provided directly or through local resources.
3. Supply clean bedding and towels for use during clients' stay.
4. Provide a Life Skills Training package, which is subject to approval by the County, and conduct one (1) life-skills group meetings for residents a week. In addition, the Contractor shall meet with each resident individually on a weekly basis to review progress towards established goals and objectives.
5. Develop individual self-sufficiency program plans and action steps within three (3) days of client admission and provide ongoing monitoring and program revision.
6. Transport clients by Contractor's van to doctor's appointments, job interviews and other essential services when community public transportation services are not available.
7. Offer appropriate referral and information for clients, such as credit financial counseling. Develop a referral list with the County.
8. Promote a job resource referral program and coordination of services to DFS Career and Supportive Services Unit.
9. Participate in the Continuum of Care system and attend monthly case management/service meetings with appropriate staff from various County agencies.
10. Notify DFS if the occupancy rate falls below eight-five percent (85%)
11. Input all information into the Homeless Management Information System (HMIS) provided by the County.
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- f. Procedure for individual service plans and behavioral progression levels.
- g. Policies and procedures for day to day activities, such as curfews, use of the facility, etc.

C. Cold Weather Shelter Program

The Contractor shall provide the following service components:

- 1. Operate the program in a manner that provides for the safety of the clients, staff and volunteers.
- 2. Provide information to clients on a wide variety of services that are available in the County.
- 3. When permitted, provide individual counseling and/or case management services to assist clients who need services and resources.
- 4. Participate in periodic meetings with County staff while the program is in operation to discuss concerns or issues and for coordination of services to clients.
- 5. Provide referrals for clients who display problems with substance abuse or mental illness.
- 6. Provide an evening meal and a day bag of food for the following day.
- 7. Provide clean bedding for use during the client's stay

8. Screen and conduct intake on each client entering the facility
9. Input all information into the Homeless Management Information System (HMIS) provided by the County.

D. Drop-In Center Program

1. Provide supervision to homeless clients who come to Drop-In Center.
2. Ensure that clients are signed in and are properly supervised on the premises
3. Assist County social workers or Mental Health worker on duty with special projects, tasks or duties as assigned.
4. Input all information into the Homeless Management Information System (HMIS) provided by the County.

6.0 GENERAL REQUIREMENTS

The following requirements shall apply to all programs (unless indicated otherwise).

6.1 Program Staffing

The Contractor shall provide staff to manage the program. (Staff shall be employees of the Contractor):

- A. Provide one (1) experienced, full-time, qualified director to provide management/program oversight per the job description in Attachment I. This position is considered key personnel, subject to approval by the County.
- B. Provide at least one (1) full-time case manager for each of the following programs: (a) Transitional Housing Program, (b) Transitional Opportunities Program and (c) the Emergency Homeless Shelter who shall coordinate services with DFS and MH/MR/SAS and all appropriate homeless and support service providers in accordance with the job description in Attachment I. These positions are considered key personnel, subject to approval by the County.
- C. Provide one (1) secretary/receptionist
- D. Provide one (1) full-time child services coordinator for the Emergency Homeless Shelter who will coordinate services with DFS, all appropriate homeless and support service providers, and the school

system(s) in accordance with the job description in Attachment I. This position is considered key personnel, subject to approval by the County.

- E. Provide one (1) part-time driver in accordance with the job description in Attachment I.
- F. Provide trained human service aides as paid staff and/or interns to staff the twenty-four (24) hour program on evenings, overnights, and weekends in accordance with the job description in Attachment I. The staffing must be on an “awake” basis. Interns, if used, must be in formal licensed educational programs receiving formal supervision and shall not make up more than one-third of the staffing hours.
- G. Provide a detailed staff schedule per position per shift for the twenty-four (24) hours per seven (7) days a week awake facility coverage.
- H. Be responsible for criminal, child protective and driving background checks of all staff and abide by State guidelines with regard to results.
- I. Provide the Director of DFS a proposed implementation plan and schedule for approval within thirty (30) days of Contract award. The plan shall include the Client Handbook, House Rules, Operations Manual, Life Skill Training Program, New Client Orientation Program, staffing issues (24 hour coverage, schedule, background checks, recruitment, etc.), referral list, cash management, and other policies and procedures.
- J. Be responsible to recruit, select, train, and supervise all volunteers. Contractor shall document type, value, and number of volunteer hours. Volunteers shall supplement, not replace, paid staff.
- K. Provide twenty-four (24) hour on-site supervision of the facilities with an extensive on-call system to ensure twenty-four (24) hour staff coverage, emergency crisis response, and availability to County and referral agencies. The Contractor will use a Facility Logbook and regular staff meetings to provide coordination between shifts.

6.2 Facilities and Maintenance

The Contractor shall:

- A. Be responsible for any improvements to the facility or for damages caused by the clients while under the supervision of the Contractor.
- B. Provide all routine and special housekeeping to maintain a clean and safe environment and shall allow health, fire and other appropriate

inspections from DFS, General Services or any other designated County department when requested.

- C. Be responsible for the cleaning and repair of all carpet and vinyl tile.
- D. Be responsible for touch up painting or hole repair in the rooms and offices as needed.
- E. Be responsible for repair of all furnishings.
- F. Be responsible for maintenance and necessary replacement of smoke detectors and fire extinguisher for each floor of the house and garage.
- G. Be responsible for snow/ice removal on all porches, handicapped ramps and sidewalks.
- H. Be responsible for the upkeep of the landscaped area, excluding lawn mowing.
- I. Designate separate outdoor space for a smoking area and children's playground. The Contractor shall maintain all playground equipment.
- J. Ensure that children are prohibited from playing or riding bicycles on the parking lot unless a specific, enclosed area is created by the Contractor and adult supervision is provided.
- K. Ensure that no unlicensed vehicles shall be allowed on the parking lot.
- L. Not install any temporary or permanent tent-like enclosures or coverings on the grounds without prior written permission from General Services.
- M. Be responsible for all maintenance of sheds and storage buildings that are exterior to the facilities. Gasoline, flammable products and yard machinery (i.e., lawn mowers) are to be kept in a separate shed away from the facilities.
- N. Be responsible for obtaining all applicable building, health, fire and licensing and shall maintain such permits on file.
- O. Promptly report the need for any maintenance or repair required to the premises by submitting the proper County Work Order request and/or using the Emergency phone number (703-737-8181) for items that directly affect the safety/life of the occupants or structure to General Services. The County will provide the proper Work Order format to the Contractor.
- P. Ensure the proper operation of, and coordinate with the County on all maintenance and repairs (non-emergency) on the lesser building components. These include but are not limited to, components such as doors, windows, locks, plumbing fixtures, plumbing stoppages,

electrical switches and outlets, lights and light fixtures, thermostats, cosmetic wall repairs, etc.

Q. Be responsible for funding any improvements, changes or additions to the facility. The Contractor must submit a detailed written request for any work to be done. This request shall include, but not be limited to:

1. Nature of the work;
2. The purpose of the work; and
3. Who will perform the work and timeline for completion.

The request shall be submitted to DFS for initial approval. If DFS approves the project, then this request will be sent to General Services for approval. General Services will then respond, in writing, as to the approval or disapproval. If the project is approved, General Services will have oversight of the work so as to ensure the integrity and safety of the work. If the Contractor performs work to the facility or grounds without receiving written approval from General Services, then the Contractor shall be held financially liable for damage to the property or additional work needed to correct the work as a result of the project not being approved in advance.

R. Operate the facilities using the Energy Conversation Requirements per Attachment II. The Contractor shall also be responsible for payment of electricity, water and sewer should the usage become excessive above the normal occupancy load.

6.3 Program Management

A. In order to evaluate the delivery of services to the residents and to monitor the County appropriations, the following information and/or statistics shall be maintained by the Contractor and submitted on a monthly basis.

1. Demographic overview of the clients sheltered and number of those on waiting list;
2. Occupancy/Utilization rate (daily, weekly, monthly);
3. Length of stay per person or family;
4. Number of applicants interviewed, number accepted, number of denials and reason for denial;
5. Applicants discharged and why;
6. Status of facility operations; and

7. Documentation of grant match requirements, volunteer hours/value and in-kind donations.

B. The following is to be provided on at least a quarterly basis:

1. Reason for referral to shelter and source of referral;
2. Program effectiveness (i.e., Client goals achieved, discharge placement, employment status);
3. Other requirements per HUD regulations; and
4. All relevant data to complete quarterly reports for the Virginia Department of Housing and Community Development. Grants include State Share (SSG), Emergency Share (ESG) and the Child Services Coordinator (CSCG). Copy of reports are available upon request.

C. The following is to be provided on at least annual basis:

HUD Annual Progress Report (APR) data requirements.

6.4 Annual Budget/Fiscal Accountability

The Contractor shall:

- A. Submit an annual proposed operating budget in accordance with the guidelines provided by the County.
- B. Be detailed in budget, including specific line items and corresponding proposed amounts. The proposed budget shall also include the source of funding.
- C. Use established and generally accepted accounting practices. An audit of each year while under Contract with the County shall be conducted by an independent Certified Public Accountant at the Contractor's expense. All revenue received by the Contractor from the County shall be credited to the fiscal year of receipt, unless otherwise designated.
- D. Provide reports, records, memoranda, or other documentation concerning any fiscal matter or program-related services provided, in such manner and at such times as may be required by the County and/or any grantors.

- E. Be responsible for all operational expenses not specifically mentioned in Section 6.2, including but not limited to fixed, pay and cell telephones, pagers, printing, postage, shipping and cleaning supplies.
- F. Be entitled to be reimbursed for costs incurred which are included in the approved budget. If the costs incurred exceed the allocated budget, the Contractor shall be responsible for those costs and will have the obligation to do all the work called for by this Contract.
- G. Prepare a monthly statement(s) of financial conditions that shall include detail of assets, liabilities, operating reserve, monthly and year-to-date income expenses.
- H. Collect monthly fees from TOP/THF residents and put in escrow for them as required by HUD and the County. This amount shall equal ten percent (10%) of the family's monthly income in TOP and twenty percent (20%) for residents in THF.
- I. Be responsible for fundraising activities in order to supplement the County's budget by at least ten percent (10%). The supplement may be in cash, volunteer services or physical donations.
- J. Ensure that any items donated to the facilities, including furniture, equipment, etc., shall become the property of the County.

7.0 COUNTY RESPONSIBILITIES

7.1 The County will:

- A. Provide day to day oversight of the EHS, THF, TOP, Cold Weather Shelter and Drop-In Center programs.
- B. Provide case management services to the Drop-In Center program only.
- C. Make periodic on-site inspections to ensure maintenance of facilities/property.
- D. Be responsible for the provision, maintenance and cost of electricity, portable water and sewer services, except for excessive usage, as described in Section 5.3.R.
- E. Maintain operational efficiency of locks on all exterior doors and privacy locks on client bedroom doors.

- F. Provide new carpet and vinyl tile every five (5) years. Should carpet and vinyl tile be required to be replaced on a more frequent schedule, the Contractor shall be responsible.
- G. Paint the interior and exterior of each facility.
- H. Provide snow/ice removal of the parking lots and driveways of the facilities.
- I. Be responsible for the repair and maintenance of the major components of the facility, including, but are not limited to, the roof, foundation, heat pumps, septic systems, wells life/safety systems, major electrical and plumbing repairs and pavement, unless failure is caused by acts of the Contractor or occupants. In this event, the Contractor shall be responsible for making the repairs to the satisfaction of the County.
- J. Provide a scheduled preventative maintenance for major components such as heating, air conditioning, water, septic, air quality and roof to ensure the structures of the facilities are kept in accordance to acceptance health and structure codes.
- K. Ensure that each house has smoke detectors and fire extinguishers for each floor of the facility and garage.
- L. Mow the lawn and maintain large trees.
- M. Conduct quarterly file audits.
- N. Submit new grant and renewal grant applications to funding agencies.
- O. Provide computer(s) (to include CPU, monitor, and printer) and related support.
- P. Provide daily courier services to the facilities (Monday-Friday, excluding holidays).
- Q. Allocate a small amount of money to be used towards repairs at the facilities.

8.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful offeror will contain the following Contract Terms and Conditions. **Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional Contract terms may result in rejection of the proposal.**

8.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

8.2 Contract Period

The Contract shall cover the period from September 1, 2009 through August 31, 2010, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to five (5) additional one (1) year periods.

Should the County wish to renew the Contract, the Contractor shall submit a proposed budget for the upcoming Contract renewal period within three (3) months prior to the expiration of the current Contract period. The proposed budget shall be subject to negotiation. Should the parties fail to agree on the amount of the proposed budget for any renewal period, the County reserves the right to terminate this Contract per the provisions in Section 8.20.

Notice of intent to renew will be given to the Contractor in writing, normally ninety (90) days before the expiration date of the current term.

8.3 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

8.4 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

8.5 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
 - 1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
 - 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - 1. Workers' Compensation:
 - Coverage A: Statutory
 - Coverage B: \$100,000
 - 2. General Liability:
 - Per Occurrence: \$1,000,000

Personal/Advertising Injury:

\$1,000,000

General Aggregate:

\$2,000,000

Products/Completed Operations:

\$2,000,000

aggregate

Fire Damage Legal Liability:

\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:

Combined Single Limit:

\$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor

has the financial capacity to meet it's obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
 5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
 6. The County, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest).
 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but

failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

8.6 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract.

8.7 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

8.8 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

8.9 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

8.10 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.11 Drug-free Workplace

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in

conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

8.12 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

8.13 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

8.14 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

8.15 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor from any responsibility in meeting the Contract requirements.

8.16 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

8.17 Invoicing and Payment

The Contractor shall submit invoices to:

County of Loudoun, Virginia
Department of Family Services
102 Heritage Way, N.E, Suite 103
Leesburg, VA 20176

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

8.18 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

8.19 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

8.20 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

8.21 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

8.22 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

8.23 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

8.24 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

(TBD)

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement, MSC #41C
1 Harrison St, SE, 4th Floor
Leesburg, VA 20175

8.25 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

8.26 Certificate of Authority

The Contractor shall maintain a valid certificate of authority to transact business in Virginia with the Virginia State Corporation Commission, if required, during the term of the Contract or any Contract renewal.

8.27 Criminal Background Checks

The Contractor shall obtain criminal background checks on all personnel that will be assigned to County facilities working in any capacity including supervision. The background checks MUST be completed and received by the County Contract Administrator before any personnel can work on County property. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. The Contractor MUST remove any employee from County service who is convicted of a felony during his employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Contract

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

8.28 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

9.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- A. Understanding of the services to be provided (25 points)
- B. Credentials and Related Experience (25 points)
- C. Ability to maintain operational and maintenance expenses (25 points)
- D. Cost of Services (20 points)
- E. Compliance with the County's Contract Terms and Conditions (5 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

10.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

10.1 *Understanding of the services to be provided*

- A. Describe your transitional housing program model.

1. What will take place in the 24 month program that will ensure a greater level of self-sufficiency at discharge?
 2. Describe how you would assist clients in finding housing for the TOP program. Since the County has high rents and clients are responsible for paying 10% of their gross income towards rent and putting 10% of income into an escrow for this program, are there things that your organization would do differently to make this program successful?
- B. What is your organization's overall philosophy on how to operate homeless shelters including the Cold Weather Shelter?
 - C. Describe how you will incorporate the services of the Drop-In Center into the homeless shelter.
 - D. Describe your firm's proposed case management program.
 - E. Describe your intake process for admitting new clients to each program based on all applicable federal and state regulations and guidelines. How do you ensure that the process is objective and all potential applicants are given the same opportunities?
 - E. What County resources do you anticipate needing or using to help clients overcome barriers to success?
 - F. Provide a typical schedule of the residents for each program. How does your firm plan to handle unexpected circumstances that may alter a resident's schedule?
 - G. Provide a sample menu of meals to be provided to clients at the Emergency Homeless Shelter. How will your organization adjust the menu to accommodate special dietary needs.
 - H. Provide sample copies of Client Handbook, Operation Manual(s), life skills training programs, etc. that your firm would propose using for these programs.
 - I. Describe how your organization will manage a diverse population and cultural differences among residents and staff. What percentage of the staff is bi-lingual?

10.2 *Credentials and Related Experience*

- A. Describe your firm's experience in providing services to the homeless. What experience does your firm have in operating transitional housing/homeless shelter facilities and programs.
- B. Provide at least three (3) references for whom comparable work has been performed. This list shall include company name, person to contact, address, e-mail, telephone number, years of services, and type of facility. Also provide a brief description of the services provided. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
- C. Provide a detailed staffing breakdown, including a weekly schedule of staff's availability, and salary breakdown by position.
- D. How will you ensure that each program population is supervised and remains separate from each other.
- E. How does your firm propose to recruit and retain staff in this area given the cost of living in this area?
- F. Please describe your firm's use of volunteers.

10.3 *Ability to maintain operational and maintenance expenses:*

- A. Describe your organization's policies and procedures for ensuring that staff expends funds appropriately and within budget.
- B. Describe your organization's fundraising strategies.
- C. What community resources does your organization have available with regards to fundraising, donations, etc.?
- D. How does your organization plan to supplement the budget provided by the County?
- E. Provide detailed financial statements and external audits from the past three (3) years.

10.4 *Cost of Services*

Provide a detailed budget breakdown showing each item, amount expected from the County, and other funding sources.

10.5 Compliance with the County's Contract Terms and Conditions

State your firm's compliance with the Contract Terms and Conditions as listed in Section 8.0. Specifically list any deviations.

11.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

11.1 Submission of Proposals

Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part shall not relieve the Contractor of its contractual obligations. Technical and Price proposals must be submitted at the same time in separate sealed containers. Technical information provided shall not include price or cost data. The inclusion of price or cost data in the Technical proposal may be cause for the proposal being rejected. The Price proposal shall be submitted on the Request for Proposal pricing forms if provided. Include other information as requested or required. The proposal container must be completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, the title of the RFP, and whether it is the Technical or Price proposal. Proposals must be received by the Division of Procurement PRIOR to the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to One Harrison Street, SE, 4th Floor, MSC #41C Leesburg, Virginia 20175. Faxed and e-mailed proposals will NOT be accepted.

11.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

11.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date.

11.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

11.5 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

11.6 Preparation and Submission of Proposals

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.
- C. Technical and price proposals are to be returned and submitted in separate sealed containers. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- D. Proposals must be received by the Division of Procurement prior to the acceptance date and time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the

proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

- E. Each firm shall submit one (1) original and four (4) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

11.7 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

11.8 County Furnished Support/Items

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

11.9 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

11.10 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

11.11 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County.

11.12 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work

agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

11.13 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

11.14 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

11.15 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

11.16 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

11.17 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

11.18 Certificate of Authority to Transact Business in Virginia

Any foreign corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent Contractors do not require a certificate of authority. Bidders should consult the Code of Virginia Section 13.1-757 for more information.

11.19 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

11.20 W-9 Form Requested

Each offeror may submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

11.21 Insurance Coverage

Offerors may include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.



QQ-01495

Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor
Leesburg, Virginia 20175

12.0 OPERATION OF EMERGENCY HOMELESS SHELTER PROGRAMS AND TRANSITIONAL HOUSING FACILITY/TRANSITIONAL OPPORTUNITIES PROGRAM

PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agrees to provide the requested services as defined in Request for Proposal No. QQ-01495 at the annual budget of \$ _____

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

ITEM:	INCLUDED: (X)
1. References	_____
2. Addenda, if any.	_____
3. One (1) original and four (4) copies	_____
4. Proposal Response Information	_____
5. W-9 Form	_____
6. Certificate of Insurance	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (11.5): _____

Signature: _____ Date: _____

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01495

Please take the time to mark the appropriate line and return with your proposal.

☐ Associated Builders & contractors	☐ Loudoun Times Mirror
☐ Bid Net	☐ Our Web Site
☐ Builder's Exchange of Virginia	☐ NIGP
	☐ The Plan Room
☐ Email notification from Loudoun County	☐ Reed Construction Data
☐ Dodge Reports	
☐	☐ Tempos Del Mundo
☐ India This Week	☐ Valley Construction News
☐ LS Caldwell & Associates	☐ Virginia Business Opportunities
☐ Loudoun Co Small Business Development Center	☐ VA Dept. of Minority Business Enterprises
☐ Loudoun Co Chamber of Commerce	☐ RAPID

☐ Other _____

SERVICE RESPONSE CARD

QQ-01495

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**

Operation of Emergency Homeless Shelter Programs &
Transitional Housing/Transitional Opportunities Programs
RFP QQ-01495
Page 38 of 42

RIDER CLAUSE
Use of Contract by Members of the
Northern Virginia Cooperative Purchasing Council and
the Metropolitan Washington Council of Governments

RFP _____ OPERATION OF EMERGENCY HOMELESS SHELTER/TRANSITIONAL HOUSING PROGRAMS QQ-01495

This clause is intended to allow a successful contractor to offer the goods and services of the proposal to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful contractor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the offeror's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify an offeror nor adversely affect the award of the contract.

OFFEROR'S AUTHORIZATION FOR PARTICIPATION:

YES	JURISDICTION	YES	JURISDICTION
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning
	Charles County Public Schools		Commission
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of Governments
	Culpeper County, Virginia		Winchester, VA
	District of Columbia		Montgomery College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools
	District of Columbia Water & Sewer Auth		Northern Virginia Community College
	City of Fairfax, VA		Northern Virginia Planning District Commission
	Fairfax County, VA		Prince George's County, MD
	Fairfax County Public Schools		Prince George's County Public Schools
	Fairfax County Water Authority		Prince William County, VA
	City of Falls Church, VA		Prince William County Public Schools
	Fauquier County, VA		Prince William County Service Authority
	Fauquier County Schools		Town of Purcellville, VA
	City of Frederick, MD		City of Rockville, MD
	Frederick County, MD		Spotsylvania County Schools
	Frederick County Public Schools		Stafford County, VA
	City of Gaithersburg, MD		Stafford County Public Schools
	George Mason University		City of Takoma Park, MD
	City of Greenbelt, MD		Upper Occoquan Sewage Authority
	Town of Herndon, VA		Town of Vienna, VA
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority
	Loudoun County Public Schools		Washington Suburban Sanitary Commission
			Winchester Public Schools

OFFEROR SIGNATURE _____ DATE _____
Please complete form and return with proposal. Revised 6/2006

ATTACHMENT I

STAFFING REQUIREMENTS

1. RESIDENTIAL DIRECTOR. This position will be vested with lead responsibility for day-to-day administrative oversight of the facility; provision of counseling and other support as a counselor in crises situations; and report directly and be accountable to the Family Services Director or his/her designee.

The principle duties of this position will include, but are not limited to:

- ◆ recruitment and supervision of staff
- ◆ budget development and management
- ◆ property management
- ◆ developing and maintaining policies, procedures and client services

The candidates applying for the position should have a Master's Degree in Social Work or a related field or three (3) years of human services experience. A Bachelors Degree and five (5) years experience may be substituted. The successful candidate must also maintain current certification in CPR and First Aid.

2. CASE MANAGER/COORDINATOR: This position(s) will be responsible for the design and organization of Individual Service Plans, case management of the shelter residents, client referrals, and housing assistance.

The principle duties of this position will include, but are not limited to:

- ◆ conducting individual meetings with residents to develop program plans
- ◆ maintaining complete records of all residents
- ◆ coordinating admission of each resident
- ◆ conducting weekly group meetings with residents for the development of transition into the community

Applicants for this position should possess a Bachelors of Arts degree in Human Services or a related field with a minimum of two (2) years experience in case management. A Master's Degree is preferred. The successful candidate must also maintain current certification in CPR and First Aid.

3. SECRETARY/RECEPTIONIST. This position will be responsible for all clerical support functions at the transitional facility. Duties will include typing of correspondence and reports, establishing and maintaining filing systems, answering the telephone, greeting visitors and scheduling of daily activities at the facility.

Applicants for this position should have earned a high school diploma or GED and have attended at least one (1) year of business school supplemented by a minimum of two (2) year's experience in a clerical support position.

4. DRIVER - This position is responsible for transportation of clients to and from work/doctor appointments, etc., and for minor maintenance at the facility. The driver shall be required to hold a current, valid driver's license.
5. HUMAN SERVICE AIDE. This position will be responsible for facility and client accountability, facility and client safety, answering the telephone, greeting visitors, and notification of incidents to the on-call supervisor during evenings, overnights and weekends. Applicants for this position should have earned a high school diploma or GED and have one (1) year experience working with individuals and families

ATTACHMENT II

Energy Conservation Requirements

- Keep all vents free and clear. Furniture, boxes, blankets, and other materials covering the vents restrict the HVAC system's ability to adequately keep the temperature in the room at the desired set point. This will reduce the opening and closing of windows in an attempt to change the temperature in the room.
- Keep freezers and extra refrigerator in the garage.
- Compact fluorescent and florescent lights will be used in all possible locations.
- Change all HVAC system filters once every four (4) months.
- Significant sunlight enters each of the buildings. Keep window blinds closed in the summer to help the Heat Pumps cool the homes. In the winter, blinds should be left open. The sun will help heat the house in winter.
- Maintain HVAC system thermostat's settings at no more than 68 degrees F in winter and no lower than 78 degrees F in summer.
- Keep all windows and exterior doors closed to keep the conditioned air within the homes. This includes the doors to the garages.
- Do not use fireplaces.
- Control the use of hot water flow in sinks, showers and bathtubs. Turn off faucets tightly. Report all plumbing leaks of water immediately.
- In heating mode, do not adjust the Heat Pump thermostat to a lower temperature. The system may use the electric strip heat to bring the temperature back up in the morning. It is best to keep the setting constant.