REQUEST FOR PROPOSALS

JULY 17, 2014

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

REGIONAL COORDINATION OF HOMELESS SERVICES IN THE MIDLANDS

The Central Midlands Council of Governments (CMCOG) is in the process of procuring regional coordination of homeless services within the central midlands of South Carolina. This will include coordinating efforts across multiple organizations, service providers, agencies, local government entities and public and private stakeholders. Because this is considered to be a regional initiative that goes beyond individual political jurisdictions, the City of Columbia has engaged CMCOG to assist in the administration of this procurement process. As a regional planning agency, CMCOG supports the City of Columbia in their effort to provide regional coordination of homeless services. Any contract resulting from this procurement will be funded and administered by the City of Columbia.

CMCOG is hereby issuing this Request for Proposals (RFP) to qualified firms that have the capability and interest in undertaking and performing the scope of work described below. For the purpose of this solicitation, each proposer submitting a response will hereinafter be called "Respondent" or "Offeror". Each firm responding to the solicitation is officially a Respondent. Each Respondent must submit a package containing an original and eight (8) copies of its proposal to CMCOG no later than **2:00 p.m. on August 1, 2014** to Gregory Sprouse, Director of Research, Planning and Development, CMCOG, 236 Stoneridge Drive, Columbia, SC 29210. Proposals may be submitted in person, by messenger, or by regular mail. All proposals will be logged in and date and time stamped. Any proposal package that is received after the date and time specified will be logged and date and time stamped as "late" and returned unopened to the Respondent.

SUBMITTER'S IDENTIFICATION

Name:_____

Address:_____

Authorized Representative (Print Name)_____

Telephone Numbers:
Business Hours: ( )_____

After Hours: ( )_____

Website address: _____

E-mail:_____

By signing below, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to submit this proposal. In submitting a proposal to CMCOG, the bidder offers and agrees that if the proposal is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Authorized Representative signature:_____

Date:_____

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I. PROPOSAL CONTENTS

All Proposals shall include the following information and labeled:

"Regional Coordination of Homeless Services in the Midlands"

An authorized officer of the responding agency, organization, company, etc. shall sign all proposal submissions.

All proposals must be received **NO LATER THAN August 1, 2014 by 2:00 PM** Eastern Standard Time. The proposals must be delivered or mailed to Gregory Sprouse, Director of Research, Planning and Development, CMCOG, 236 Stoneridge Drive, Columbia, SC 29210.

Proposals must not be more than the equivalent of 50 duplex 8 ½ by 11-inch pages in length (not counting the front and back covers of the proposal, section dividers that contain no information or SF 330 forms). The font size should be no smaller than 12 pt.

II. SUBMITTAL FORMAT

A. Cover Letter: (2 Page limit) The response should contain a cover letter signed by a person who is authorized to commit the respondent to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

B. Executive Summary: (3 Pages limit) The Executive Summary of the proposal shall be limited to three single-spaced pages. The purpose is to provide a high-level description of the respondent's ability to meet the requirements of the RFP. Please use pertinent details and avoid "marketing" information.

C. Respondent's Profile, Relevant Experience and Qualifications: (10 Page Limit) in the following order:

1. Organization overview
2. Address of the primary office
3. List of all offices and their addresses
4. Website address
5. Number of employees
6. Name of primary contact including address, telephone number, and email address
7. Qualifications/experience of the primary contact and other pertinent personnel who would be assigned to this project
8. Primary services of assigned personnel
9. Number of years the organization has provided this service

D. Client References: (3 Required – max. 2 pages)

Include three references. All of the references must have used your company for similar services to those outlined in the Scope and Statement of Work. If the references have not used similar services, please outline the services that your company has provided to these clients. If providing these references is a violation of confidentiality for your company, please submit a statement with such reasons.

Include the following information for each client:

1. Name of client
2. Name of primary contact including address, telephone number, email address and website URL, if applicable
3. Services provided

E. Vendor's proposal in response to the Scope of Work: (Max. 25 Pages)

Respondents shall submit a description of how the services outlined in the scope of work will be provided to include, but not limited to:

1. List all key personnel
2. Provide an organizational chart depicting the relationships, roles and responsibilities of each service provider or agency on the proposed consultant team.
3. Providing a proposed list of required tasks and milestones to address the provided scope of work.
4. Providing a proposed project schedule that includes the key task activities, duration, milestones and deliverables that will complete the scope of work in the shortest time frame that is responsive to the required review.
5. Providing a flow chart depicting key task activities and sequence.

F. Letters of Support: Memorandums of Understanding (MOU) and Memorandums of Agreement (MOA) – no limit

G. Appendix I: Cost Proposal

All bidders must provide a complete and detailed list of proposed costs to CMCOG (See Appendix I) and submit under separate cover. Costs must include a budget for services as well as identify other available funding sources.

H. Appendix II: Non- Collusion Affidavit (signature required)

I. Appendix III: Sub Contractors/ Business Information Record (if applicable)

III. GLOSSARY OF GENERAL PROCUREMENT TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Allowable Costs: Costs that are recognized by law, regulation, or the contract. A cost that is reasonable.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract.

To revise or change an existing document; a formal revision, improvement or correction.

Assignment: Legal transfer of a claim, right, interest or property.

Capability: The ability of a bidder to fulfill the contract at time of award.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

Defect: The absence of something that is necessary for completeness or perfection, or a deficiency in something essential to a thing's intended or proper use. A product is defective if it is not fit for the ordinary purposes for which it is sold and used. Defects are generally of two types, *latent* (not apparent to the buyer by reasonable observation) and *patent* (a defect that is apparent on normal inspection). Also see *Latent Defect.*

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Mandatory Requirements (Conditions): Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

Offeror: The person/entity who submits a proposal in response to a Request for Proposals (RFP). One who makes an offer in response to a solicitation. The terms Respondent and Offeror are used interchangeably throughout this RFP. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference (Meeting): A meeting held by the buyer with potential bidders/offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Principal: One who employs an agent. A person who has authorized another to act for him/her.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

Request for Proposal (RFP): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process.

Responsible Bidder/Offeror: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Service/Services Contract:

1. An agreement calling for a contractor's time and effort.

The furnishing of labor, time, or effort by a contractor or vendor, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Technical Specifications: Specifications that establish the material and operating requirements of products and services.

Unsuccessful Bidder: A vendor whose bid was not accepted for reasons of price, quantity, or failure to comply with specifications.

City of Columbia's Special Terms – Part I

Client- any individual seeking services and meeting the requirements for homelessness as defined by HUD

Homeless Service Provider – any governmental, non-profit or private entity who provides services or support to the homeless population within the target region.

Midlands Coordinator for Homeless Services – Any qualified individual or team capable of providing the coordination of services as outlined herein.

Parties: Central Midlands Council of Governments and the City of Columbia, SC

Procurement Agent – CMCOG will serve as a "Procurement Agent" for this solicitation for the purpose of assisting in the development and solicitation of a Request for Proposals (RFP) and other tasks as necessary.

Region – The target region for the provision of services encompasses the following counties in SC: Richland, Lexington, Fairfield and Newberry.

Respondent – A Bidder responding to this solicitation. Also see Offeror. Respondents can be regionally located in the CSA area: Richland, Lexington, Fairfield, Newberry, Kershaw, Saluda and Calhoun counties.

Scope of Work/Services: Detailed requirements to include clearly defining the work activities broken down into specific tasks, deliverables and timeline a contractor must execute in performance and completion of the specific objectives as outlined in this solicitation. (City of Columbia 2013)

Selected Offeror – The selected responsive and responsible bidder after evaluations and final scoring has been completed.

Special Standards of Responsibility

When it is necessary for a particular acquisition or class of acquisitions, the procurement officer may develop, with the assistance of appropriate specialists, special standards of responsibility. Special standards may be particularly desirable when experience has demonstrated that unusual expertise or specialized facilities are needed for adequate contract performance. The special standards shall be set forth in the solicitation (and so identified) and shall apply to all Offerors. A valid special standard of responsibility must be specific, objective and mandatory. Source: SC Consolidated Procurement Code.

To the extent that any of the above definitions are in conflict with any of the terms, definitions, or provisions of the City of Columbia Code of Ordinances, or the City of Columbia Procurement Regulations, those terms, definitions, or provisions of the Code of Ordinances or the Procurement Regulations shall prevail and shall be controlling.

Regional Coordination of Homeless Services in the Midlands
Special Terms – Part II:

Affordable Housing
According to the Department of Housing and Urban Development (HUD), housing is affordable when a Household spends no more than thirty percent of its gross income on housing-related costs.

Annual Homeless Assessment Report (AHAR)
The Annual Homeless Assessment Report is a yearly report to Congress about homelessness in the United States. The report describes year-to-year trends in homelessness as observed from Point-in-Time Count and Homeless Management Information System (HMIS) data. The AHAR includes information on demographics, available services, subgroup censuses, duration of homelessness, and housing situation prior to homelessness. The 2008AHAR includes HMIS data covering October 2007-September from 222 nationally-representative localities, covering approximately 40 percent of the US population.

Average Daily Utilization Rate
The average daily utilization rate is the average percent of year-round equivalent beds occupied on a given night during a reporting period.

Bed Inventory
As part of the CoC application, communities submit a bed inventory to the Department of Housing and Urban Development (HUD). The bed inventory is an enumeration year-round, seasonal, and overflow beds, Including emergency shelter, transitional housing, permanent supportive housing residential programs.

Bed Utilization Rate
The Bed Utilization Rate is the frequency of bed use in emergency shelters and transitional housing programs.

Case Management
Case management is a supportive service offered by community organizations and shelter providers. The main functions of case management include: identifying and enrolling a client for service; assessing a client's strengths, weaknesses, and needs; developing an individualized service plan; referring the client to community resources; monitoring the client's progress and unmet needs; and advocating to ensure the client receives appropriate services and support. Case management services vary by location in scope, duration, and intensity.

Community Development Block Grant (CDBG)
The CDBG is a formula-grant appropriated to jurisdictions to eliminate blight and provide affordable housing, job creation programs, business expansion and retention, and other services for low and moderate-income populations, including homeless families. Principle cities of Metropolitan Statistical Areas (MSAs), metropolitan cities with populations of at least 50,000, and urban counties with populations of at least 200,000 are entitlement communities and receive funds directly from the Department of Housing and Urban Development (HUD). Localities with smaller populations may receive state-administered CDBG funds through the Small Cities CDBG.

Department of Housing and Urban Development (HUD)
The Department of Housing and Urban Development is a federal agency that aims to increase home-ownership, expand community development, and ensure access to affordable housing.
Source: United States Department of Housing and Urban Development. "About HUD," http://portal.hud.gov/portal/page/portal/HUD/about

Emergency Shelter
Emergency shelter programs are temporary residential programs where clients stay for a short duration in order to avoid unsheltered homelessness.

Family
A family is two or more persons related by birth, marriage, or adoption, and residing in the same dwelling unit. HMIS-based data defines family as a household with at least one adult and one child.
Sources: United States Census Bureau, "Current Population Survey (CPS)-Definitions and Explanations," http://www.census.gov/population/www/cps/cpsdef.html; United States Department of Housing and Urban Development, *2008 Annual Homeless Assessment Report to Congress.*

Homeless: HUD Definition
As defined in Title 42, Chapter 119, Subchapter I of the United States Code, homeless includes persons who: lack a fixed, regular, and adequate nighttime residence; or has a primary nighttime residence that is a shelter designed to provide temporary living conditions (including emergency shelter and transitional housing programs), an institution that provides a temporary residence for persons prior to institutionalization, or a public or private place not designed for use as a regular sleeping accommodation for human beings.
Source: "General Definition of Homeless Individual, " Title 42 *U.S. Code,* Pts. 119

Homeless Management Information Systems (HMIS)
Homeless Management Information Systems are electronic data systems that store longitudinal client-level data on individuals and families who access homeless services. HMIS reports data on client needs and services accessed. HMIS produces an unduplicated count of homeless persons, measures program performance, and coordinates community services.

Homeless: At-Risk
Households that are at-risk for homelessness include low-income households that face imminent homelessness as a result of a precarious housing situation, utility shut-off, and/or eviction due to non-payment, and have no subsequent independent housing options.

Homeless: Chronically Homeless
Chronically Homeless persons are unaccompanied individuals with a disabling condition who have been homeless for one or more years, or who have had three or more episodes of homelessness in the past four years. During these episodes, a chronically homeless person must have resided in an emergency shelter or a place not meant for human habitation; transitional housing and permanent supportive housing clients are not considered chronically homeless. By definition, families are not chronically homeless, regardless of the duration of their homelessness.
Source: United States Department of Housing and Urban Development, "Standards and Methods for Point-in-Time Counts of Homeless Persons and Annual Housing Inventory Updates."

Homeless: Sheltered
A sheltered homeless persons is residing in an emergency shelter or transitional housing program.

Homeless: Unsheltered
An unsheltered homeless person is residing in a place not meant for human habitation, including an abandoned building, vehicle, train station, or on the streets.

Homeless: Veterans
Veterans who also meet the definition of homelessness defined in The McKinney Homeless Assistance Act.

Housing Inventory Chart
Housing Inventory Charts are annual counts of emergency, transitional, permanent supportive housing, seasonal, and overflow beds for homeless persons. Each Continuum of Care (CoC) reports these numbers to the Department of Housing and Urban Development (HUD) annually. The inventory includes program-level data, information about the target population, and the extent of HMIS coverage.
Source: United States Department of Housing and Urban Development. "Standards and Methods for Point-in-Time Counts of Homeless Persons and Annual Housing Inventory Updates."

Overflow Bed
An overflow bed is available only occasionally in an emergency (such as a natural disaster or inclement weather) when demand for shelter exceeds the year-round bed capacity, and is not available throughout the year.

Permanent Supportive Housing
Permanent Supportive Housing is long-term, subsidized housing coupled with supportive services for formerly homeless persons with disabilities.

Seasonal Bed
A seasonal bed is not available throughout the year. Most seasonal beds are available only during high-demand seasons when there are adverse weather conditions.

Supportive Services
Supportive services are programs and assistance, other than housing, designed to help clients transition to self-sufficiency. Forms of supportive services include case management, education programming, job training, employment counseling, financial literacy courses, and childcare.

Transitional Housing
A transitional housing program helps residents transition to permanent housing by providing supportive services. Transitional housing programs serve clients for up to two years.
Source: United States Department of Housing and Urban Development, *2008 Annual Homeless Assessment Report to Congress*.; “HOME Investment Partnerships Program.” Federal Register 24:1 (April 1, 2004) pp.576-581.

Unaccompanied Youth
An unaccompanied youth is a student not in the physical custody of a parent or guardian. Unaccompanied youth include persons who have run away from home, been kicked out of their homes, or been abandoned by their parent or guardian.
Source: New York State Technical and Education Assistance Center for Homeless Students. "Unaccompanied Youth," http://www.nysteachs.org/faqs/unaccompanied.html

Voucher Bed
A voucher bed functions as an overflow bed, and is usually located in a hotel or motel. In communities without residential facilities, such as rural localities, voucher beds often function as year-round beds.

Year-Round Bed
A year-round bed is available throughout the year and is part of a community's stable inventory of beds for homeless persons.

Year-Round Equivalent Bed
A year-round equivalent bed is a year-round bed, or a seasonal bed that is pro-rated for the part of the year it is available.

Other resource not cited above:

Source: United States Department of Housing and Urban Development, *2008 Annual Homeless Assessment Report to Congress.*

IV. INTRODUCTION

In a regional effort to further address the various multi-faceted challenges faced in reducing homelessness in the Midlands, the Central Midlands Council of Governments (hereinafter referred to as the "CMCOG") in partnership with the City of Columbia (hereinafter referred to as the "City") solicits sealed proposals from qualified services providers with direct experience collaborating on ways to reduce homelessness. The parties seek to identify a Coordinator or (Coordination Team) to assist with achieving the desired goals and objectives in an effort to provide support to homeless clients transitioning to long-term self-sufficiency. All clients shall be treated with the utmost compassion, dignity and respect.

The targeted homeless population includes: single adult women, single adult men, families, women with children, men with children, veterans, mentally challenged individuals, and other needy clients.

CMCOG and the City recognize and acknowledge the value of a collaborative regional approach to reducing homelessness in the Midlands. Further, the parties will assist in identifying the selected individual or team to provide homeless services to include the service provider roles and a Midlands Coordinator for Homeless Services.

Background

A roadmap to addressing homelessness, *The Blueprint to Address Homelessness in the Midlands*, was crafted in 2005 by various community leaders tasked with developing a plan forward to reducing homelessness in the Midlands by 2015. The goal was to create a lead intergovernmental agency to implement, evaluate and update the plan and facilitate community cooperation. In addition, the *Blueprint* also recommended the creation of a community emergency shelter facility; improving access to supportive services; developing affordable housing units; identifying funding sources; collecting and analyzing HMIS data; reviewing zoning ordinances; raising public awareness about homelessness and heightened homeless prevention efforts.

While many of the areas of the *Blueprint* were implemented including the numerous ongoing efforts by community service activists, faith-based organizations, government, area residents, business leaders, and others in the private and public sector, there is still some room for improvement. This includes identifying gaps in the coordination of homeless services to achieve a more efficient and effective operation and reduce duplication of efforts.

The City of Columbia has also operated an emergency shelter through a contractual agreement with a local service provider. The current shelter was designed to be a temporary solution until more long-term permanent strategies could be devised. The shelter officially closed in July 2014.

A Request for Information/Ideas regarding homelessness solutions was released in January 2014. Responses were received and reviewed by a review panel comprised of individuals from various walks within the community. Information gathered during this process has been used to craft this Request for Proposal.

Purpose

The purpose of this RFP is to solicit proposals from qualified services providers, agencies or other homeless service related organizations to include a comprehensive plan for support and assistance for individuals who are currently homeless and individuals or families facing significant economic hardships and at-risk to becoming homeless. This includes individuals defined as chronically homeless, sheltered and unsheltered clients. The RFP responses should fully address the City of Columbia's six adopted Homeless Response Goals as outlined in the Scope of Work. The proposals should also include an immediate transition plan from the recently closed emergency shelter as well as address the provision of other services and coordinated efforts from September 1, 2014 or after City Council's approval through June 30, 2015.

The language in the Scope of Services was intentionally stated in broad, general and unrestrictive terms. The objective is to allow all respondents to provide specific and detailed proposals for review and consideration by the selection team. Each proposal will be rated based upon the completeness of the information submitted in accordance with the Award Criteria outlined in Section VIII.

V. SCOPE OF SERVICES

The scope of services will include, but is not limited to, coordinating the following efforts:

- Midlands Coordinator for Homeless Services
- Coordination w/Multiple Service Providers
- Coordination of Horizontally Integrated Case Management
- Coordination of Housing
- Coordination of Transportation
- Coordination of Food Sharing & Meal Services

1. <u>Roles, Duties and Responsibilities for the position of Midland's Coordinator for Homeless Services</u>:

All proposals must include a plan for an experienced coordinator or coordination team to be responsible for the regional coordination of homeless services in the Midlands. This Coordinator (or Team) will identify and "own the gaps" or deficiencies and will be tasked with seeking resolutions for any deficiencies in services while also avoiding duplication of services. The Coordinator will also be the primary point of contact for Midlands Homeless Services and will use an organized and synchronized planning approach in addressing homelessness issues.

Another key role for the Coordinator is in the area of providing relevant education and training aimed at homeless prevention and rapid rehousing. The Coordinator will be responsible for working closely with the clients, community leaders, service providers, case managers, and all major stakeholders to ensure the successful coordination of services. The Coordinator will utilize best practices, strategies and techniques from other communities to be utilized and applied continuously throughout the contract term and administered and monitored by the City of Columbia, SC.

Some additional duties and tasks to be performed by the Coordinator or Coordination Team include:

- Fully maximize the use of all existing resources
- Review and consideration of zoning regulations to help facilitate and support the creation of affordable infill housing
- Ensuring a coordinated effort between the Service Providers, Coordinator's Office and all law enforcement agencies within the Midlands region
- Prepare Homeless Court recommendations
- Ongoing efforts towards increased employment through education and training opportunities as related to the homeless population
- Dissemination of information regarding Panhandling as well as other public service releases

All deliverables outlined herein shall be coordinated and monitored by the Coordinator including, but not limited to, Service Provider coordination, HMIS reporting, horizontally integrated case management, housing, transportation and food sharing and meal services.

2. <u>Coordination with Multiple Regional Service Providers</u>:

The ultimate goal is to find solutions to the diverse problems associated with homelessness and to develop a path forward for those individuals that are homeless or at risk to becoming homeless including families, men, women, women with children, fathers with children, veterans, etc.

The selected service provider must also work closely with area businesses, corporations, non-profit and faith based organizations, healthcare industry, academicians, neighborhood associations, community leaders, etc. Some of the proposed roles for the successful respondent will include:

- Maintaining a centralized Intake & Triage location
- Utilizing the user-friendly Central Information Reporting Module:

  Homeless Management Information System (HMIS)
- Adopting and Implementing a "No Wrong Door" Policy to assist all individuals seeking services regardless of the original intake location
- Providing coordination for all required services for the homeless
- Strategically located within a central location and fully operational and staffed to meet the needs of the clients

3. **<u>Coordination of Horizontally Integrated Case Management</u>**

The Horizontally Integrated Case Management component of the RFP should demonstrate the inclusion of multiple service providers addressing needs of the homeless through one coordinated system. Proposals should also reflect accountability strategies and projected outcome for all service providers. Peer review and progress reports and organization of the data for the annual Point in Time Count are a few additional objectives. Every effort should be made to be proactive and come up with homeless prevention strategies. Providers and case management must utilize the Homeless Management Information System (HMIS).

The Coordination of Horizontal Integrated Case Management plan will:

- Provide a comprehensive Data Management and dissemination of information
- Include Reporting Modules for the data needed to support the Goals
- Ensure that performance measurements are in place to evaluate outcomes and elevate successes
- Ensure that clients are rapidly rehoused and provide permanent accommodations as quickly as possible

Mandatory Requirement/Special Standard of Responsibility:
The successful proposal must utilize the Homeless Management Information System (HMIS) which aids in collecting and organizing data to reduce homelessness and meet HUD's requirements. The HMIS system will assist in ensuring accountability efforts amongst providers through this centralized client date management system.

4. **Coordination of Housing**

The proposed housing component of each proposal should include plans for identifying and coordinating existing housing resources throughout the region (i.e. inclusive of transitional, convalescent, emergency shelter, small dormitories, self-pay, single room occupancy, long-term/permanent, low income housing, etc.). Further consideration should also be given to the unique and recently increasing groups of homeless individuals including homeless unaccompanied youth.

Proposals should include goals and projected outcomes for all needy residents. In addition, proposals should project a decrease in the number of emergency shelter beds over a pre-defined time period, identify Existing Housing and opportunities for Safe and Affordable Housing Options within region, provide daily coordination of housing opportunities, etc.

5. **Coordination of Transportation**

A unified and comprehensive transportation system including both private and public entities is another critical component to assist in addressing clients' needs. Voucher provisions by providers and related agencies should be considered. Proposals should include a multifaceted efficient and proven effective approach on how transportation services will be addressed by the service provider. This may include, but is not limited to The COMET, the public transportation system for the Central Midlands region.

6. **Coordination of Food Sharing & Meal Services**

Encourage and coordinate meal services with community leaders and faith based organizations to ensure the greatest cost efficiencies and effectiveness of providing meal services for the homeless including coordinating with existing Emergency Food and Shelter programs.

This will also encompass the coordination of meal locations, scheduling, trash removal and other logistics. Ensure indoor, safe and sanitary conditions are in place. The service provider should encourage common protocols among feeding groups for

the coordination of meals, resources, clean-up to ensure compliance with state and local health standards.

In addition to the full scope of services outlined herein, all respondents must address how the proposed solution will fully address the six adopted primary Homeless Response Goals as adopted by City Council for the City of Columbia to include:

- Coordinate the response to poverty with other agencies
- Bring humanity to the response to poverty
- Leverage the power of the community in responding to poverty
- Institutionalize accountability for providers
- Meet the unique needs of the individual in need
- Address downtown, community and neighborhood impact

All proposals must be proactive in their approach and include plans for men, women, families, women with children and men with children. Due to the scope of work required and the short timeline for implementation of the Homeless Services Program, **CMCOG and the City of Columbia STRONGLY suggest that entities partner together and submit a response using a strong lead entity and partners with experience in the areas of expertise that will lead to a strong comprehensive homeless services program.**

Proposals need to be collaborative, showing inclusion of both public and private partnerships such as businesses, corporations, non-profit organizations, faith based groups, health and educational institutions and neighborhood organizations. Proposals need to include organization's qualifications to provide services to homeless populations. Proposals need to include contact person's name with collaborating organizations and identify leadership of the collaboration.

Proposals shall include an organizational chart depicting the relationships, roles and responsibilities of each partnering service provider or agency on the proposed team.

Proposals should identify potential sources of funding for programs and development. Public and private funding should be utilized. All letters of support, Memorandums of Understanding (MOU) and Memorandums of Agreement (MOA) should be included.

Reporting

The Successful Offeror must provide to the City on a monthly basis a statement of activities and a statement of financial position for the Regional Coordination of Homeless Services in the Midlands.

Oral and Written Qualifications

Respondents may be required to make oral presentations or written clarifications of their proposals to ensure a thorough mutual understanding of the proposed work. CMCOG will initiate any requests for clarification.

VI. PROPOSED TIMELINE – PRE-AWARD

July 17, 2014	Release date for RFP
July 23, 2014	Non- Mandatory (Highly recommended) Pre-Proposal Meeting at 2 PM ET
July 25, 2014	Final date to receive written questions/ exceptions due by 5:00 PM ET
August 1, 2014	RFP closing date at 2:00 PM ET
August 4 – 8, 2014	Evaluation Committee meeting
August 8, 2014	Evaluation Committee recommendation
August 19, 2014	Tentative date for submission to City Council

VII. SELECTION PROCESS

CMCOG in conjunction with the City will conduct a formal selection process to determine the best qualified respondent that meets the criteria as outlined herein. A selection committee and other appointed technical advisors will review all of the proposals.

The table in Section VIII, Award Criteria, outlines criteria that will be considered in selecting a successful Offeror.

The Respondent may be evaluated based on a two-step selection process. The first step will involve an evaluation of the Respondent's technical proposal using the selection criteria below. CMCOG may shortlist firms based on the criteria in this section, if necessary, or may include all respondents in the next phase of the process. If the short-list approach is used, the highest scoring technical proposals, up to three, may be invited to oral interviews. In this case, the selection of the Respondent will be determined by the highest total technical and interview score from these two steps.

Interview information will be sent to the firms identified by the selection committee to be interviewed. CMCOG and the City may interview all of the critical individuals of these firms.

If in the judgment of the CMCOG, changes in the contents of the RFP are required, an addendum will be issued by CMCOG. Any addendum that may be issued will be transmitted by fax and e-mail to each firm. The addendum by CMCOG will provide each Respondent at maximum of three calendar days to incorporate the necessary changes before the submission of their proposals.

The selection of the successful OFFEROR will be made solely by CMCOG/City. There will be a non-mandatory (highly recommended) pre-proposal conference conducted by CMCOG. Respondent may ask questions to discuss the contents of this RFP and the expectation of CMCOG/City related to this regional homeless services effort. Questions and answers received will be provided to all participants and placed on the CMCOG website at www.centralmidlands.org. No telephone inquiries will be accepted.

Due to potential conflict of interest, no Respondent or a person representing a Respondent may arrange or meet with individual members of CMCOG and/or the City of Columbia to discuss any items or matters related to this RFP during the period of time between the date of the release of this RFP and the date CMCOG makes the decision selecting the successful Respondent. The only direct point of contact for this solicitation is Gregory Sprouse, Director of Research, Planning and Development, CMCOG, 236 Stoneridge Drive, Columbia, SC 29210 or email gsprouse@centralmidlands.org.

The highest rated respondent may be invited to enter into contract negotiations. The award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to achieve the goals and objectives as outlined.

VIII. AWARD CRITERIA

RFP Evaluation Criteria	Rating Percentage
1. Ability to perform Requested Services a. Respondent's qualifications to perform the job b. Respondent's cooperative experience working with multiple public and private entities to provide services in meeting community goal. c. Qualifications of individuals who will perform the primary tasks d. Experience of individuals who will perform the primary tasks e. Demonstrated understanding of the job and its goals f. Proposed methodology for performing the job as described in Section V-Scope/Statement of Work g. Completeness of information for this section	Max. 20%
2. Reporting Module & Federal Standards a. Respondents must utilize the Homeless Management Information System as approved by the US Department of Housing and Urban Development (HUD). b. Demonstrated capacity to provide detailed reports through (HMIS) c. Completeness of information for this section **Experience as a lead agency recognized as a federal Continuum of Care (CoC) agency approved by the US Department of Housing and Urban Development (HUD) is preferred but not required.*	Max. 15%
3. Respondent's Recommendations a. Techniques the Offeror would put in place to service this contract b. Recommendations of anything that CMCOG/City may be leaving out of this contract that may help reach the regional goals as outlined herein c. Proposed methodology for performing the job as described in Section V-Scope/Statement of Work d. Respondent's organizational chart e. Completeness of information for this section	Max. 15%
4. Past Performance a. Three client references providing clients similar services to those specified in this RFP – Scope of Services b. Clients' level of satisfaction with the performance of the respondent and/or successful outcomes c. Completeness of information for this section	Max. 10%
5. Proposed Project Plan and Timeline a. Completeness of information for this section	Max. 10%

6. Partnerships a. Letters of support from MOU / MOA's. b. Completeness of information for this section	Max. 5%
7. Supplemental Funding Sources/Cost Sharing Initiatives a. Proposed Cost Sharing Initiatives with Supplemental Funding Resources outlined in bid proposal b. Completeness of information for this section	Max. 5%
8. Cost a. Proposed monthly/annual cost to provide coordination services as outlined in Appendix I b. Respondents financial capacity c. Proposed annual salary for a Homeless Coordinator to provide all of the services listed under the Coordinator's Role	Max. 15 %
9. Local Business Presence a. Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Newberry CSA. [Company owner **must** provide document verification of local residency. (Copy of driver's License, utility bill, most current individual or corporate state and/or federal tax return)]. (1 pt.) b. Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses). (1 pt.) c. Has a business license in one of the 7 counties making up the CSA jurisdiction. (1 pt.) d. Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 7 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia). (1 pt.) e. Has at least 50% of employees residing within any of the 7 CSA jurisdictions. Applicant must attach a list of all owner/employee addresses and submit for approval by CMCOG - Names are optional, give street address, city, state & zip. (This rule applies to full-time, part-time and contract employees.) (1 pt.) ***7 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington Newberry, Richland and Saluda.***	Max. 5%

Note: If interviews are required, they will be scored separately. Top respondents will be short-listed and may be given the opportunity for an interview.	

IX. GENERAL INFORMATION – PART I

PAYMENT SCHEDULE

All payments will be based upon successfully completed deliverables as outlined in the final project plan. Invoices must be submitted quarterly to:

PROJECT SCHEDULE

The Successful Offeror must agree to begin work upon issuance of a notice to proceed. All deliverables must be completed within the term of this agreement. Work shall not commence until after the date of notice to proceed has been issued.

The work shall be guided by a detailed flow diagram, prepared by the Successful Offeror and furnished to the contract administrator within one week of receipt of notice to proceed. Periodic payments for the work shall be made in accordance with a scheduled proposed by the Successful Offeror and approved by parties.

MEETINGS

Attendance at some public meetings may be required by the successful Offeror during the course of this project. The Offeror shall be responsible for the logistics for these meetings and will implement the public participation plan of the parties. The number of meetings shall be negotiated between the successful Offeror and the project manager.

BRIEFINGS

Series of formal briefings shall be held by the successful Offeror for this project. These meetings shall be held at least once every month at an agreed upon location, during the course of the project. The purpose of the briefings will be to apprise the project manager of the activities of the OFFEROR, to schedule future activities and to ensure that the PROJECT is on schedule. Minutes for these meetings shall be the responsibility of the Offeror.

DELIVERABLES

The successful Offeror shall provide copies of all draft documents, copies of an Executive Summary of the Final Report in an 11 x 17 brochure format and copies of the final report. The number of copies shall be determined between the Offeror and the Project Manager. These documents shall also be provided in electronic format. For presentations to the Committees and Board of the CMCOG and the City of Columbia, the Offeror shall prepare a PowerPoint or similar format presentation.

PROPRIETARY/CONFIDENTIAL INFORMATION

Trade secrets or proprietary information submitted by a Respondent in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the Respondent must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the Respondent. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All Respondents must visibly mark as "Confidential" each part of their proposal that they consider to contain proprietary information. All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code. Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute includes: customer lists, design recommendations and identification of prospective problem areas under an RFP, design concepts to include methods and procedures, and biographical data on key employees of the Respondent.

Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the pre-decisional deliberations.

Marking the entire proposal confidential/proprietary is not in conformance with the South Carolina Freedom of Information Act.

NOTICE OF AWARD

Notice of "Intent to Award Contracts" will be posted on the CMCOG web site. In addition, a notice will be mailed to Respondents, informing them of the success, or lack thereof, of their proposal to receive an award.

APPEAL POLICY

Respondents dissatisfied with the decisions regarding contract award can submit your initial protest and/or concerns to CMCOG. This will be subject to the City of Columbia's protest procedures as outlined in Section VII. Terms and Conditions (L). Protest Procedures.

The protest must be filed in writing by the authorized signatory official for the Respondent addressed to Gregory Sprouse, CMCOG, Director of Research, Planning and Development within ten working days of the announcement of the contract awards. Announcement of our "Intent to Award Contracts" will be posted on the CMCOG web site. The ten working days to file appeals will begin on the date the "Intent to Award Contracts is posted on the web site.

All Respondents are encouraged to review CMCOG's website (www.centralmidlands.org) daily during the RFP evaluation period. CMCOG will not consider appeals from individuals or organizations that do not have standing to appeal nor from sub-respondents of parties with which contracts have been placed. The signature of a party on an appeal document constitutes a certification by the signer that the signer has read the document and to the best of their knowledge, information, and belief and, after reasonable inquiry, it is well grounded in fact. It must be warranted by existing law or by a good faith argument, and that it is not submitted for any improper purpose such as to harass, limit competition, or cause unnecessary delay or needless increase in the cost of the procurement or the appeal. The cost of the appeal will be borne solely by the appealing organization or individual.

FUNDING

Any funding provided by the City of Columbia for the Regional Coordination of Homeless Services as outlined in this RFP will not exceed the City's annual funding for coordination of homeless services, if appropriated. The funding for this RFP is specifically for the regional "coordination" efforts and not designated for any other purposes. The City strongly encourages Respondents to propose any additional available funding resources to further realize the goals and objectives as outlined herein (See Award Criteria Section VIII (7).

TERM OF AGREEMENT

Initial Term: The materials, goods, and services to be provided under this contract shall be for an initial term of one (1) year, unless earlier terminated by either party as provided herein. Additional Term(s): The contract may be extended for up to four (4) additional one-year periods based upon available funding. The contract shall expire at the end of the initial term, or at the end of the then-current term, unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the

party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

X. GENERAL INFORMATION – PART II - (INSTRUCTIONS)

A. Request for Proposal Process

The RFP is not a bid. In the event that the City elects to negotiate a contract with the successful Offeror, any contract shall contain at a minimum the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The City reserves the right, in its sole discretion to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

B. Questions

Requests for additional information and questions must be submitted to: Gregory Sprouse, Director, Research, Planning and Development, CMCOG, 236 Stoneridge Drive, Columbia, SC 29210

The deadline for additional information and questions is July 25, 2014 by 5:00 PM (EST). CMCOG and the City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from CMCOG.

C. Confidentiality

Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except City representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word “Confidential.”

D. Respondent’s Duty to Inspect, Advise and Declare All Costs

Each respondent shall become fully acquainted with the stated requirements and the scope of the services to be provided. Respondents have a duty to request any information as it deems necessary to prepare the RFP. Such requests shall be made in compliance with Paragraph B of this section. No change order will be granted or additional compensation permitted if it is based upon information that the respondent knew, or should have known, as part of the respondent’s duty to become acquainted with the stated requirements.

E. Time for Receiving Proposals

Proposals shall be submitted timely to be considered responsive. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered.

F. Submittal of Proposals

All responses to this RFP must be clearly marked "Regional Coordination of Homeless Services in the Midlands". Eight (8) hard copies and one (1) digital copy containing the proposal shall be submitted. All RFP responses shall be submitted no later than August 1, 2014 at 2:00 PM ET and the required CDs, originals and hard copies shall be submitted to Gregory Sprouse, Director, Research, Planning and Development, CMCOG, 236 Stoneridge Drive, Columbia, SC 29210.

All late proposals will be rejected. CMCOG is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

G. Acceptance and Rejection

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. CMCOG reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. CMCOG also reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate separately with competing respondents. CMCOG is not obligated to enter into any contract on the basis of any submittal in response to this RFP. The City reserves the right to request additional information from any firm submitting under this RFP if CMCOG deems such information necessary to further evaluate the firm's qualifications.

H. Acceptance Period

Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the respondent if no award has been made. If the RFP is not withdrawn at that time, the proposal in its entirety, including the price structure, shall remain in effect.

I. Cancellation of Proposals

Bids may be cancelled prior to the time fixed for opening. Negligence on the part of the bidder in submitting the proposal confers no right for the withdrawal of the proposal after it has been opened.

J. Bidders Present

At the time fixed for the opening of proposals, their contents will be made public for the information of bidders and the general public. Offerors will not be permitted to examine the

proposals until award is made.

K. Alternate Proposals

Any proposal which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Proposal and the equipment or supplies offered as alternates meet the requirements specified in the invitation.

L. Ambiguous Proposals

Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.

M. Conflict of Interest

Respondents shall promptly notify CMCOG, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request an opinion of CMCOG as to whether the association, interest, or circumstance would, in the opinion of CMCOG, constitute a conflict of interest. CMCOG will respond to such notification by certified mail within thirty (30) days. By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the city or any other conflict as may be set forth herein.

No direct or indirect contact regarding this solicitation may be made with the mayor, City Manager, city council, county council, members on regional board of directors, or County Administrator of any area covered with the CSA regions: ***7 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland and Saluda.***

If such contact is made, CMCOG reserves the right to reject the proposal.

N. Collusion

More than one proposal from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If CMCOG believes that collusion exists among respondents, all proposals from the suspected firms will be rejected. "Related parties" means respondents or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and any resulting contract.

By responding to this RFP, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

O. Force Majeure

Neither the City nor the contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the contractor, and without the fault or negligence of either of them.

P. Sales Tax and/or Use Tax

Bidders shall include in amounts bid payment of state sales tax and/or tax on all taxable materials to be furnished. Tax shall be shown as a separate figure.

Q. Assignments

No contract may be assigned, sublet, or transferred without a written consent of the purchaser.

R. Manufacturers Brochures and Specifications Data

Bidders shall submit manufacturer's brochures and specifications data as part of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.

S. Default

In case of default, the City reserves the right to purchase any or all items and/or services on the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent bids and/or proposals submitted by the defaulting contractor shall be considered until the assessed charges have been satisfied.

In the event any of the requirements, covenants, or agreements of the selected Contractor as provided herein are not fully performed or satisfied, or in the event any material warranties and representations of the selected Contractor are inaccurate or untrue, then the City, at its option and in addition to any other remedies available at law or in equity, may enforce specific performance of this Agreement, or terminate this Agreement, and in the latter event, all related materials used as part of the services provided pursuant to this Agreement, shall become the property of the City, and the Contractor agrees to and shall provide any documents or instruments necessary to convey any property interests to the City.

T. Non-Appropriations

Any contract entered into by the purchaser resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

U. Bid Opening Delay

If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day.

V. Familiarity with Conditions and Site

Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.

W. Venue

Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Request for Proposal or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.

XI. TERMS AND CONDITIONS

A. Commencement of Services

The successful respondent shall commence the project and prepare the recommendations as soon as practical after the award of the contract.

The RFP is not a bid. In the event the parties elect to negotiate a contract with the successful respondent, any contract shall contain at a minimum the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The release of this solicitation is no guarantee of an award of a contract.

B. Non-Discrimination

The successful respondent will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

C. Indemnification

The respondent will agree to indemnify, defend, hold harmless and reimburse CMCOG and the City, their agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officers, agents and employees of any of the obligations under the contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The respondent will also agree to promptly notify the parties of any civil or criminal actions filed against the respondent or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided. The parties, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

D. Bonding, Licenses, Permits and Taxes

All costs for required bonding, permits, licenses and taxes shall be borne by respondent prior to executing a contract with the City.

Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages of loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

E. Ownership of Data

All data and other information generated by or used by the respondent in any form whatsoever, is the property of the City and shall not be used by the respondent for any purpose whatsoever except to perform the requested service.

F. Termination

The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

G. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

H. State Law Applicable

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and the respondent agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by nor will be paid to the respondent.

I. Breach/Waiver

The failure of either the respondent or the City to insist upon performance of any provisions of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

J. Severability

In the event that any provision of the contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

K. Successorship

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

L. Protest Procedures

1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.

2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.

3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.

6. Request for review. The request for a review shall not stay the contract unless fraudulent.

M. Insurance

The contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless

thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance - The contractor shall procure and shall maintain during the life of this contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker Compensation Insurance. The contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

Liability Insurance - The contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise form or in connection with the performance of the work by the contractor, his agents, or representatives, employees or subcontractors. The City of Columbia shall be named as additional insured on all liability insurance policies carried by the Contractor.

a.) Commercial General Liability Insurance: Coverage in an amount not less the $1,000,000.00 per occurrence, and $2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

b.) Automobile Liability Insurance- $1,000,000.00 combined single limit per accident for bodily injury and property damage.

c.) Abuse and Molestation Insurance – Coverage either through a separate policy on included with the CGI policy, in an amount of coverage not less than $1,000,000.00 (Note: This insurance will only be required in cases where the successful Offeror provide services directly to the clients).

d.) Professional Liability Insurance – If contractor will be providing case management and/or counseling services, coverage in an amount not less than $1,000,000.00.

N. Delays

If delay is foreseen contractor shall give thirty (30) days prior written notice to the Purchasing Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of order. Default in promised completion times without accepted reasons) or failure to meet specifications, authorizes the Director of Procurement to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting contractor.

O. Subcontractors

The use of subcontractors will not relieve prime contractor of any obligations and the awarding contractor remains liable for full and satisfactory performance per the contract term and conditions.

P. Ethics

Vendor is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

Q. CMCOG as Procurement Agent

CMCOG as Procurement Agent: (a) Authorized Agent. The City of Columbia has authorized CMCOG to serve as a procurement agent for this solicitation. Under this authorization CMCOG will assist the City of Columbia in the development and solicitation of the Request for Proposals (RFP) and provide other procurement tasks as necessary. (b) Purchasing Liability. CMCOG as the authorized procurement agent is acting on behalf of the City of Columbia to assist in the procurement process. The assistance provided by CMCOG to the City of Columbia will not include the acceptance or entry into of any contract on behalf of the City of Columbia. The City of Columbia has and shall retain all such authority and responsibility. Any contracts awarded as a result of this procurement are between the Contractor and the City of Columbia. CMCOG bears no liability or financial responsibilities arising out of or relating in any way to this procurement process or resulting contracts.

XII. Appendix I- Cost Proposal

Regional Coordination for Homeless Services – Financial Proposal –		
	Monthly Cost	Annual Cost
Midlands Coordinator for the Homeless Position	_____	_____
Coordination w/ Multiple Service Providers	_____	_____
Coordination of Horizontally Integrated Case Management	_____	_____
Coordination of Housing	_____	_____
Coordination of Transportation	_____	_____
Coordination of Food Sharing & Meal Services	_____	_____
Total Cost for Coordination of Regional Homeless Services in the Midlands as outlined herein*	_____	_____

***All Respondents shall not include in proposal state sales tax and/or tax on any taxable materials to be furnished. Taxes shall be shown as a separate figure.**

XIII. Appendix II: Non-collusion Affidavit

State of _____)
)ss.
County of _____)

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Central Midlands Council of Governments or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)_____

_____
(Title)

Subscribed and sworn to before me

this _____day of _____, 20_____

_____

(Notary Public) My commission expires _____

XIV. Appendix III
Subcontractors/Business Information Record

Project: Regional Coordination of Homeless Services in the Midlands

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for the proposed changes.

Business Name/ Address	Contact Name Telephone	Services/Materials to be Provided	Cost of Service/Mat ($ Value)

TOTAL: $_____

_____
Contractor

By _____
I certify this information is true and correct.

_____
Date