



# **REQUEST FOR STATEMENT OF QUALIFICATIONS**

**NO. 962-5459**

**COUNTY OF FRESNO**

## **Motel/Hotel Voucher Program**

**Issuance Date:** April 5, 2016

**Closing Date:** May 9, 2016 at 2:00 P.M.

**Submittals:** Three (3) paper copies of the Statement of Qualifications

**Addressed To:** Jennifer Anderson, Purchasing Technician

**Mailing Address:** County of Fresno, Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Mark Envelope:** "RFSQ – Motel/Hotel Voucher Program"

**STATEMENT OF QUALIFICATIONS (SOQ) PACKAGES RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE RETURNED UNOPENED TO THE VENDOR.**

**Inquiries and Updates:** Requests for clarification regarding this Request for Statement of Qualifications (RFSQ) must be submitted in writing via email to **Jennifer Anderson, Purchasing Technician**, at [janderson@co.fresno.ca.us](mailto:janderson@co.fresno.ca.us), and received by the County no later than **10:00 A.M., Friday, April 22, 2016**. Such information as is reasonably available and will facilitate preparation of responses hereto, requests for clarification and associated responses, and any addenda to this RFSQ will be posted at: <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> and will not otherwise be distributed.

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Organization

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Individual/Contact Person

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Title

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Street Address/P.O. Box

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City

---

State

---

Zip Code

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Telephone

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Fax Number

---

E-Mail Address

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## **Attachment:**

- A. Purchasing Master Agreement

## **I. PROGRAM OVERVIEW**

The County of Fresno, on behalf of the Department of Behavioral Health (DBH), is seeking statements from qualified vendors willing to accept payment vouchers from the DBH on behalf of eligible DBH clients/families who are in need of immediate access to vendor's lodging.

It is anticipated lodging will be in the form of motel and/or hotel rooms available to DBH clients for up to 30 days. Client stays beyond 30 days may be extended by County on a case by case basis. County does not guarantee any length of stay; stays can be for less than 30 days and will be dependent on individual client need. There is no minimum number of rooms guaranteed by County to vendor.

It is the intent of the County to engage several contractors under a master agreement to provide the professional services described herein.

The County reserves the right, at its sole discretion, to terminate this RFSQ process or negotiations with a selected Contractor and either perform the work with its staff or begin a new RFSQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFSQ, or to the selected Contractor(s) prior to Purchasing Division's approval of a Contractor services agreement.

## **II. AGREEMENT TERM**

It is the County's intent to contract with the successful bidder for a term of one (1) year. Agreement may be renewed for a potential of one (1) one (1) year periods, based on the mutual written consent of all parties.

Available funding is \$50,000 per fiscal year. Additional funding may be available in future years and is at the discretion of the County. Funding for these services will be made available through the Mental Health Services Act (MHSA).

## **III. VENDOR RESPONSIBILITIES**

Vendor will make rooms available to County from 8:00am to 5:00pm, Monday through Friday.

Vendor's accommodations shall be located within close proximity (short walking distance) to public transportation.

Vendor shall communicate directly with County staff regarding voucher payment, and not with the DBH client.

Vendor shall follow its normal procedure/protocol for disruptions, in the event of a disruption occurring beyond regularly scheduled County business hours (M to F from 8am to 5 pm).

Vendor will provide County with monthly invoices for payment of services that clearly demonstrate and detail the number of rooms occupied by County clients during the preceding month. Vendor's invoice will be based upon a 24 hour day, commencing with the check-in time of the client.

Vendor shall be responsible for making rooms available immediately upon request by County.

## **IV. COUNTY RESPONSIBILITIES**

All DBH clients referred to Vendor for the Motel/Hotel Voucher Program shall be screened and approved by County.

DBH staff will accompany eligible DBH client during transition to Vendor's accommodations.

DBH will initiate contact with Vendor for the Motel/Hotel Voucher Program. DBH authorized staff will serve as the Vendor's point of contact for the eligible DBH client, providing for any and all correspondence between Vendor and County during regularly scheduled hours (8am to 5pm, Monday through Friday).

County shall provide Vendor with names and telephone numbers of DBH designated personnel to contact during regularly scheduled business hours (8am to 5pm, Monday through Friday).

County shall provide a financial deposit to Vendor of \$200 for each room vouchered by County. The deposit shall only be applied to incidental damages to a room that were the direct result of the DBH client accommodated: example torn rugs, damaged wall, etc. The deposit shall not be applied towards needed repairs for usual or normal wear and tear, i.e., leaky faucet, broken toilet, etc., unless damage is directly

caused by the DBH client accommodated. The deposit shall not be applied to comprehensive systems serving the Vendor's property, HVAC system, etc. Such repairs are the responsibility of the Vendor.

## **V. SOQ SUBMITTAL REQUIREMENTS**

- A. Firm name, address and phone number.
- B. Type of Organization (sole-proprietorship, partnership, or corporation)
- C. Type of rooms available to DBH clients (1 or 2 bedrooms, smoking/non-smoking, pet friendly, etc.); a listing of furnishings available for each room type (bed size, nightstand, refrigerator, television, coffee maker, linens, lockable door, etc.); and disclose any price discounts available for vendor's available accommodations which must be safe, sanitary and meet all local housing regulations and be ADA compliant.
- D. Vendor's authorization on signature page of this RFSQ verifies vendor meets all qualifications and is interested in becoming an option for lodging for DBH clients.
- E. If vendor has any exceptions to the Qualifications, vendor is to report the exceptions within this RFSQ.

### **DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ**

## **VI. INSURANCE**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Department of Behavioral Health, Attn: MHSA Analyst, 3133 N. Millbrook Avenue, Fresno, CA 93703**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the

operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## **VII. HOLD HARMLESS CLAUSE**

Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

## **VIII. SELECTION PROCEDURE**

A Selection Committee (hereinafter referred to as "the Committee") will be formed to evaluate the SOQs and to make recommendations. The Committee will consist of representatives of the Department. The Committee will screen the SOQs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission.

If through this Request for Qualification (RFSQ) process, the vendor indicates they are qualified to meet the requirements of the Motel/Hotel Voucher Program, the vendor will be added to a "Qualified Vendor List" (Master Agreement) which will be made available to DBH. Based upon client need for lodging (single individual / family) County may contact specific vendor for lodging arrangements for client. Prior to a formal agreement with County, an inspection of vendor's property may be required to ensure vendor's property is safe, sanitary, meets all local housing regulations and is ADA compliant.

The County reserves the right to conduct a background inquiry of each proposer which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a SOQ to the County, the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

## **IX. APPEALS**

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFSQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

## ATTACHMENT A



# County of Fresno

INTERNAL SERVICES DEPARTMENT

ROBERT BASH, DIRECTOR - CIO

Facility Services • Fleet Services • Graphics  
Information Technology • Purchasing  
Security • Telecommunications

## MASTER AGREEMENT

Agreement Number P-  
XXX 0, 0000

Vendor

[\[click here to enter Vendor Address\]](#)

[\[click here to enter 2nd Vendor Address\]](#)

The County of Fresno (County) hereby contracts with Vendor (Contractor) to [\[click here to enter item/service/maintenance service covered\]](#) in accordance with the text of this agreement, Attachment "A", County of Fresno Request for Quotation No: Bid Number and the attached contractors response to County of Fresno Request for Quotation No: Bid Number by this reference made a part hereof.

\*\*\*TERM: This Agreement shall become effective [\[click here to enter Start Date\]](#) and shall remain in effect through [\[click here to enter End Date\]](#).

EXTENSION: This Agreement may be extended for two (2) additional one (1) year periods by the mutual written consent of all parties.

MINIMUM ORDERS: Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

CONTRACTOR'S SERVICES: Contractor shall perform the services as described in Attachment "A" attached, at the rates set forth in Attachment "A".

ORDERS: Orders will be placed on an as-needed basis by [\[type department name or various County departments\]](#) under this contract.

\*\*\*PRICES: Prices shall be firm for the contract period. Any pricing changes which may take place during the life of the contract must be submitted in writing to the County of Fresno Purchasing Manager and received no less than thirty (30) days prior to becoming effective.

MAXIMUM: In no event shall services performed and/or fees paid under this Agreement be in excess of [\[click here to enter dollar amount or take out paragraph\]](#).

ADDITIONAL ITEMS: The County reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing and signed by both parties.

DELIVERY: The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

DEFAULT: In case of default by Contractor, the County may procure the articles/services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by any other legal means available to the County. The prices paid by County shall be considered the prevailing market price at the time such purchase is made. Inspection of deliveries or offers for delivery, which do not meet specifications, will be at the expense of Contractor.

INVOICING: An itemized invoice in duplicate shall be mailed to requesting County department in accordance with invoicing instructions included in each order referencing this Agreement. The Agreement number must appear on all shipping documents and invoices. Invoice terms shall be Net 45 Days.

INVOICE TERMS: Net forty five (45) days from the receipt of invoice.

\*\*\*TERMINATION: The County reserves the right to immediately terminate this Agreement upon written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

\*\*\*TERMINATION: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

LAWS AND REGULATIONS: The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

AUDITS AND RETENTION: Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition, the Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

LIABILITY: The Contractor agrees to:

Pay all claims for damage to property in any manner arising from Contractor's operations under this Agreement.

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses, causes of action, claims or judgments resulting out of or in any way connected with Contractor's performance or failure to perform by Contractor, its agents, officers or employees under this Agreement.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.



- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within Thirty (30) days from the date Contractor signs and executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **[Enter contract administrator's name and address]**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

COMING ON COUNTY PROPERTY TO DO WORK: Contractor agrees to provide maintain and furnish proof of Comprehensive General Liability Insurance with limits of not less than \$500,000 per occurrence.

INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

**AMENDMENTS:** This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement supersedes any and all terms set forth in Contractor's invoice. This Agreement may be amended only by written addendum signed by both parties.

**INCONSISTENCIES:** In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Attachment "A", County's Request for Quotation No. Bid Number and the Contractor's Quote in response thereto); (2) Attachment "A"; (3) the County's Request for Quotation No. Bid Number and (4) the Contractor's quotation made in response to County's Request for Quotation No. Bid Number.

**GOVERNING LAWS:** This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

Please acknowledge your acceptance by returning **all pages** of the signed original of this Agreement to my office, retaining a copy for your files.

Please refer any inquiries in this matter to [click here - Buyer's Name], [click here - Buyer's Title], at [click here - Buyer's phone number] or [click here - Buyer's e-mail]

**FOR THE COUNTY OF FRESNO**

---

Gary E. Cornuelle  
Purchasing Manager  
4525 East Hamilton Avenue  
Fresno, CA 93702-4599

Date: \_\_\_\_\_

GEC:[click here - Buyer's Initials]  
:[click here - your initials]

**CONTRACTOR TO COMPLETE:**

Company: \_\_\_\_\_

Type of Entity:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Corporation

- ☐ Limited Liability Company  
☐ Limited Liability Partnership  
☐ General Partnership

\_\_\_\_\_  
Print Name and Title Date

\_\_\_\_\_  
Signature (In Blue Ink):

\_\_\_\_\_  
Print Name and Title Date

\_\_\_\_\_  
Signature (In Blue Ink):

\_\_\_\_\_  
Address City State Zip

( ) ( )  
TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

**ACCOUNTING USE ONLY**

ORG No.: [click here to enter ORG No.]  
Account No.: [click here to enter Account No.]  
Requisition No.: [click here to enter Requisition No.]  
(09/2015)

**ATTACHMENT "A"**

**[SERVICE OR SUPPLIES]**

SAMPLE

**Contractor's Response to  
County of Fresno  
Request for Proposal/Quotation  
No. (Bid #)**