



**Emergency Solutions Grant (ESG) Program  
including ESG-CV (Coronavirus) funding  
Multiple Program Year (2020-2025)  
Notice of Funding Availability (NOFA)**

**AMENDMENT**

**(all information amended will be in red)**

**Homeless and Homeless-Related Services**

**County of San Bernardino  
Community Development and Housing  
385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415-0043  
November 17, 2021**

## I. INTRODUCTION

### A. Purpose

San Bernardino County (County) Department of Community Development and Housing (CDH) is seeking proposals from interested and qualified proposers to provide immediate emergency assistance, as part of the Continuum of Care of services identified for and provided to clients that fall within the County's targeted and prioritized populations, namely, the hardest to house/most vulnerable populations meeting The United States Department of Housing and Urban Development's (HUD) definition of "chronically homeless", "homeless", "at-risk" and "at imminent risk" of homelessness. The funding will be prioritized primarily to serve those currently who are chronically homeless eligible for Permanent Supportive Housing (PSH). In consideration of the COVID-19 pandemic, the funding will also be prioritized for **all services**. Funding emphasis will be placed on providing emergency shelter, as necessary, to help homeless individuals/families isolate **to prevent, prepare for, and responds to Coronavirus pursuant CPD 21-08**. Funding emphasis will also be placed on rapid rehousing services to help homeless individuals or families, those temporarily housed in non-congregate shelter (motels/hotels) to prevent the spread of the Coronavirus - move as quickly as possible into permanent housing and achieve stability in that housing.

### B. NOFA Contact

All correspondence, including Proposals and questions, must be submitted to the person identified below (NOFA Contact):

San Bernardino County Department of Community Development and Housing

**Attn: Marisela Manzo, Housing Project Manager II**

385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor – CDHA, San Bernardino, CA 92415-0043

Office: (909) 387-4700

Fax: (909) 387-4415

Email: [marisela.manzo@cdh.sbcounty.gov](mailto:marisela.manzo@cdh.sbcounty.gov) and cc: [esg@cdh.sbcounty.gov](mailto:esg@cdh.sbcounty.gov)

Fax number and e-mail address may be used to submit questions. All questions will be answered, and both the question and answer will be posted as an Addendum to the NOFA in the CDH website: [www.SBCountyCDHA.com](http://www.SBCountyCDHA.com). **Proposals must be submitted by email** to [marisela.manzo@cdh.sbcounty.gov](mailto:marisela.manzo@cdh.sbcounty.gov) and cc: [esg@cdh.sbcounty.gov](mailto:esg@cdh.sbcounty.gov). You may also submit a hard copy, with original signature, to the address above, Attn: Marisela Manzo, Housing Project Manager, however this is not required.

### C. Contract Term

Services to be provided under this Notice of Funding Availability (NOFA) are outlined under Section V, Scope of Work. The initial contract term will be for a minimum of one (1) year, with the County's option to extend annually, in one (1) year increments for up to four (4) additional years, based upon funding availability. The exact dates of the Contract Term will be negotiated and predicated by the type of funding awarded and the expiration of the funding. Contracts are expected to commence in January of 2022.

### D. Minimum Funding Request

Proposals must meet a minimum request of **\$150,000 per organization**. The request can consist of a multitude of funded activities, see Components 1 through 3 of this NOFA, Section V. Scope of Work, C. Description of Services by Component.

**E. Location of Services**

Providers must be able to serve clients countywide and must be able to accept clients that have been assessed and prioritized through the Coordinated Entry System (CES).

**F. Assistance to Proposers with a Disability**

Proposers with a disability may request accommodation regarding the means of communicating this NOFA or participating in the procurement process. For more information email the NOFA Contact no later than ten (10) days prior to the Deadline for Proposals.

**II. PROPOSAL TIMELINE**

Release of NOFA	November 17, 2021
Deadline for Submission of Questions	December 14, 2021
Deadline for Proposals	December 20, 2021, 11:59 PM PST
Tentative Date for Notification of Intent to Award	January 7, 2022
Intended Contract Start	January 2022

Questions regarding the contents of this NOFA must be submitted in writing on or before the Deadline for Submission of Questions and directed to the NOFA Contact. All questions will be answered, and both the question and answer will be posted as an Addendum to the NOFA in the CDH website: [www.SBCountyCDHA.com](http://www.SBCountyCDHA.com). **County reserves the right to change the proposed timeline at its discretion.**

**III. DEFINITIONS**

Capitalized terms used in this NOFA shall have the meanings given to them in the NOFA as defined below:

**Administrative Entity:** In this NOFA, San Bernardino County Department of Housing and Community Development (CDH) will administer allocations of funding provided through formulas for their service area.

**Board:** The San Bernardino County Board of Supervisors.

**CARES Act:** The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, is a \$2.2 trillion-dollar economic stimulus bill passed by the 116th U.S. Congress and signed into law by President Donald Trump on March 27, 2020, in response to the economic fallout of the COVID-19 pandemic in the United States.

**Coordinated Entry System (CES):** The centralized assessment system used by the County to facilitate the coordination, management of resources and services through the crisis response system to efficiently and effectively to connect the highest need, most vulnerable persons to the most appropriate interventions to rapidly resolve their housing crisis.

**Continuum of Care (CoC):** The Continuum of Care program promotes community-wide commitment to the goal of ending homelessness. The program provides funding for efforts by nonprofit providers and state and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness. The program promotes access to and effects utilization of mainstream programs by homeless individuals and families. The program optimizes self-sufficiency among individuals and families experiencing homelessness.

**Contract:** The signed and dated (executed) agreement between the County and the Proposer resulting from the award issued pursuant to this NOFA to the successful Proposer.

Contractor: Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.

Document Readiness: The process of assisting homeless clients with obtaining the required forms and documentation (i.e., disability verification, housing history for chronic clients, identification, birth certification, military discharge documentation, etc.) in the efforts of preparing, or readying them for placement into permanent housing.

Disability Benefits Advocacy: Disability benefits advocacy services include completion of the Supplemental Security Income and Social Security Disability Insurance application, Veteran's benefits application, medical summary report as appropriate, and assistance such as follow-up support in the event of needed appeals.

Emergency Shelter: Renovated, including major rehabilitation or conversion, of a building to serve as an emergency shelter. The emergency shelter must be owned by a government entity or private nonprofit organization. The shelter must serve homeless persons for at least 3 or 10 years, depending on the type of renovation and the value of the building. **Note: Property acquisition and new construction are eligible ESG-CV activities only and not eligible in regular ESG. If property acquisition is being considered, please go to our NOFA page on our CDH website and look for the RFI for affordable housing.** Essential Services, at an emergency shelter, include case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations. Shelter Operations, at an emergency shelter, include maintenance, rent, repair, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

Emergency Solutions Grant (ESG): The emergency homeless services program created to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness by providing street outreach, emergency shelter, homelessness prevention, and rapid rehousing services.

Facilitator: A San Bernardino County Department of Housing and Community Development (CDH) designated individual tasked with managing the processes of evaluating the Proposals through the evaluation panel. The Facilitator will manage the integrity of the evaluation process and will not be a voting member of the evaluation panel.

HEARTH Act of 2009: The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 was signed into law on May 20, 2009. The HEARTH Act amended and reauthorized the McKinney-Vento Homeless Assistance Act with substantial changes and created the Emergency Solutions Grant Program.

Homeless Management Information System (HMIS): The local information technology system used to collect client-level data, data on the provision of housing, and services to homeless individuals and families as well as persons at risk of homelessness.

Homelessness Prevention: Housing relocation, stabilization services and short-or-medium-term rental assistance, as necessary, to prevent the individual or family from moving to a place not meant for human habitation, an emergency shelter, or another place not meeting the criteria of permanent housing.

Housing Search and Placement: A centralized single function designated to one agency, to provide housing search and placement services.

Whose sole responsibility is helping housing-ready clients find and keep housing using housing advocates, housing search specialists, etc., to identify, locate, and increase the housing inventory for use as permanent housing by clients in the placement queue.

Medium-term Rental Assistance: **More than 3 months and up** to twenty-four (24) months of assistance, as interpreted by HUD.

Notice of Funding Availability (NOFA): A notice that funding is available for request for an offer from Proposers interested in providing the identified services sought to be procured by the County. The NOFA specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the NOFA.

Proposer: The agency offering to provide specific goods or services at specified prices and/or other conditions specified in the NOFA.

Quarterly Performance Reports (QPR): HUD's required reporting frequency that requires the use of HMIS Data to be uploaded into HUD's data repository. The QPR is a tool that gauges grantee performance based upon the number of beneficiaries assisted and the amount of the expenditures incurred during each reporting period. QPRs are due 30-days after the close of each quarterly reporting period.

Rapid Rehousing: Housing relocation, stabilization services and/or short-or medium-term rental assistance as necessary to help individuals or families living in emergency shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.

Reporting Period: The specified timeframe that services are provided which coincides with HUD's quarterly reporting requirements. Reporting periods are quarterly: January through March, April through June, July through September, and October through November.

Services: The requested services described in this NOFA (See Section V. Scope of Work, C. Description of Services by Component).

Short-term Rental Assistance: Up to three (3) months of assistance, as interpreted by HUD.

Street Outreach: Essential Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care which includes engagement, case management, emergency health and/or mental health services, transportation, and services for special populations.

Subcontractor: An individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

Subrecipient: An individual, company, firm, corporation, partnership or other organization, who is performing services on behalf of the County and makes eligibility determinations, is accountable for meeting HUD-established performance measures, has responsibility of programmatic decision making, adheres to applicable requirements in the program regulations and HUD's grant agreement

with the recipient; and uses the program funds to carry out a portion of a recipient's program for a public purpose as opposed to providing goods or services for the benefit of the subrecipient.

#### **IV. PROPOSAL CONDITIONS**

##### **A. Authorized Signatures**

All proposals must be signed by an individual authorized to bind the Proposal to the provisions of the NOFA.

##### **B. Term of NOFA**

Request for Proposals - NOFA (Release of NOFA) shall open as of November 17, 2021 and close (Deadline for Proposals) as of **11:59 PM PST, Monday, December 20, 2021**, no exceptions.

##### **C. Required Review**

Proposers should carefully review this NOFA for defects and questionable or objectionable material. Comments from Proposers concerning defects and objectionable material in this NOFA must be made in writing and received by the NOFA Contact prior to the Deadline for Submission of Questions as identified in the table in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last). This will allow issuance of any necessary amendments or addendums to the NOFA. It will also help prevent the opening of a defective NOFA and exposure of Proposals upon which an award could not be made. Protests based on any omission or error, or on the content of this NOFA, may be disallowed if not submitted in writing to the attention of the NOFA Contact, prior to the Deadline for Submission of Questions as identified in the table in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last).

##### **D. Incurred Costs**

The County is not obligated to pay any costs incurred by Proposer in the preparation of a Proposal in response to this NOFA. Proposers agree that all costs incurred in developing a Proposal are the Proposer's responsibility.

##### **E. Amendments/Addendums to NOFA**

The County reserves the right to issue amendments or addendums to this NOFA if the County considers that changes are necessary or additional information is needed. Amendments and/or Addendums will be available on the CDH website: [www.SBCountyCDHA.com](http://www.SBCountyCDHA.com).

Changes to a Proposal or withdrawal of a Proposal will only be allowed if a request is received prior to the Deadline for Proposals as identified in the table in Section II. No amendments or withdrawals will be accepted after the Deadline for Proposals.

##### **F. Best Value Evaluation**

As established in this NOFA, the County realizes that criteria other than price are important and will award Contract(s) based on the Proposal that best meets the needs of the County. The County seeks the optimal combination of quality, price, and various qualitative elements of the required Services that will provide the County the greatest or best value for its money.

##### **G. Right of Rejection**

Proposals must comply with all the terms of the NOFA and all applicable local, state, and federal laws, codes, and regulations. The County may reject, as non-responsive, any Proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the NOFA. Further, the County may reject a Proposal from any entity that is a

parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a Proposal in response to this NOFA.

A Proposer may not qualify the Proposal nor restrict the rights of the County. If Proposer does so, the Proposal may be determined to be a non-responsive counteroffer and the Proposal may be rejected.

No Proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation. If the irregularity, defect, or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the Proposal.

Minor irregularities may be waived by the NOFA Contact when they are any of the following:

1. Do not affect responsiveness.
2. Are merely a matter of form or format.
3. Do not change the relative standing or otherwise prejudice other offers.
4. Do not change the meaning or scope of the NOFA.
5. Are trivial, negligible, or immaterial in nature.
6. Do not reflect a material change in the work.
7. Do not constitute a substantial reservation against a requirement or provision.

In such cases the Proposer will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect, or variation or the County may elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Proposer from compliance with all requirements if awarded a Contract.

This NOFA does not commit the County to award a contract. The County reserves the right to reject any or all Proposals if it is in the best interest of the County to do so. The County also reserves the right to terminate this NOFA process at any time.

#### **H. Clarification of Proposals**

To determine if a Proposal is reasonably susceptible for award, communications by the Facilitator for the evaluation panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the panel may be adjusted as a result of a clarification under this section.

#### **I. Public Records Act**

All Proposals and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code § 6250). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming non-exempt public record.

If a Proposer believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment I - Public Records Act Exemptions. The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

The County will use reasonable means to ensure that such information is safeguarded but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their

entirety will not be honored, and the County might not deny public disclosure of any portion of Proposals so marked.

By submitting a Proposal with portions identified in Attachment I as “Confidential,” Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Proposer may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked “Confidential,” Proposer agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys’ fees, expenses and court costs of any nature arising from or relating to the County’s non-disclosure of any such designated portions of a Proposal.

**J. Employment of Former County Officials**

Information must be provided in Attachment G regarding former County Administrative Officials (as defined below) who are employed by or represent Proposer. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of Proposer’s organization or entity and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Proposer’s organization or entity. For purposes of this section, “County Administrative Official” is defined as a member of the Board of Supervisors or such member’s staff, Chief Executive Officer or member of such officer’s staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the Proposal being deemed non-responsive.

**K. Disclosure of Criminal and Civil Proceedings**

The County reserves the right to request the information described herein from the Proposer selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer may also be asked to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Proposer may be asked whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm’s business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with

jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” does not include clerical personnel providing service at the firm’s offices or locations.

**L. Debarment and Suspension; California Secretary of State Business Entity Registration.**

Proposer certifies in Attachment D that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See Attachment D and the following United States General Services Administration’s System for Award Management website <https://www.sam.gov>). Proposer also certifies in Attachment D that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**M. Unsatisfactory Performance**

Proposer affirms that it has no record of unsatisfactory performance with the County in the twenty-four (24) month period immediately preceding the date of issuance of this NOFA.

**N. Final Authority**

The final authority to award a contract(s) as a result of this NOFA rests solely with the County Board of Supervisors, or as delegated by the Board of Supervisors.

**V. SCOPE OF WORK**

**A. Background information**

The Department of Housing and Urban Development (HUD) as part of the [Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 \(HEARTH Act\)](#), which amended the McKinney-Vento Homeless Assistance Act and revised the Emergency Shelter Grants Program, renaming it the Emergency Solutions Grant (ESG) Program, awards the County with an annual allocation of ESG funding.

In addition to the annual ESG allocation, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which identified additional funding for the Emergency Solutions Grants (ESG) Program to support prevention of, preparation for, and response to, the community impacts of the COVID-19 pandemic, known as ESG-CV funding. The County is in receipt of an allocation of ESG-CV funding directly from HUD, as well as ESG and ESG-CV allocations from the State of California Housing and Community Development Department (HCD), as pass-thru funding. The County serves in the capacity of Administrative Entity (AE) for the HCD funding. In an effort to effectively and efficiently respond to funding requirements and constraints, the proposals received, as a result of this NOFA, may be used for other sources of funding that have a substantively similar requirement and offer substantively the same and/or similar homeless and housing services.

**ESG vs ESG-CV**

Differences in Regulations between Emergency Solutions Grant (ESG) funding and  
Emergency Solutions Grant-Coronavirus (ESG-CV) funding

<b>Regulation Brief</b>	<b>ESG</b>	<b>ESG-CV</b>
Activities must be COVID-related	not applicable	Costs must be to prevent, prepare for, and respond to COVID-19
Match requirement	100%	none
Spending cap on shelter and outreach	60% of total award	none
Maximum administration	7.50%	10%
Maximum County Median Income (CMI) for Homelessness Prevention Activities	30%	50%
Citizen participation/ consultation	required	not required
Minimum period of use for temporary shelters	applies	does not apply
Admin flexibilities	not applicable	Admin funds can be used to provide hazard pay, including for time worked prior to the date of the contract

**B. Project Description**

This NOFA is being released to identify, qualify, and establish contracts with experienced organizations to utilize the identified funding sources to provide the following immediate homeless services: 1) Street Outreach, 2) Emergency Shelter, 3) Rapid Rehousing 4) Homelessness Prevention, and 5) HMIS, as identified under the Emergency Solutions Grant (ESG) program and/or related homeless programs (i.e., Housing Disability Advocacy Program (HDAP)). In addition, this NOFA will be used to identify organizations that have the capacity, experience, and ability to provide centralized and specialized services specifically related to 1) documentation readiness, and 2) centralized street outreach using a regionalized approach.

This NOFA may award any combination of ESG and ESG-CV funding and will have three distinctive application components:

- Component 1: Emergency Homeless Services inclusive of Emergency Shelter, Rapid Rehousing, Homelessness Prevention, Street Outreach, HMIS
- Component 2: Centralized Housing Search and Placement
- Component 3: Street Outreach and Document Readiness

Each component must be applied for individually, a Proposer may apply for one, some or all components. Each component will be reviewed, scored, and ranked with as its own separate competitive evaluation and awarded allocation amount. Allocations may not be distributed evenly amongst components but will be distributed in a manner that meets the County's needs, goals, objectives, and outcomes.

### **C. Description of Services by Component**

#### **1. Component 1: Emergency Homeless Services inclusive of Emergency Shelter, Rapid Rehousing, Homelessness Prevention, Street Outreach, and HMIS**

##### **a. Street Outreach**

- i. Essential Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Eligible costs include engagement, case management, emergency health and/or mental health services, transportation, and services for special populations.
- ii. Expected street outreach activities with a proactive engagement approach are to assist unsheltered eligible households to access and connect them to mainstream resources. Assistance provided to include but not be limited to document readiness, coordinating, and securing services, aiding with obtaining any State, Federal, and local benefits. Street outreach must be implemented using a client-centric approach of individualized services to meet the program participant's needs.
- iii. Outreach programs are encouraged to work in partnership with County staff, local service providers, health professionals, law enforcement, and the community at large to connect families and individuals with the services needed to gain stable housing and achieve self-sufficiency in conformance with the County's priority of the unsheltered, "most vulnerable," "hardest-to-reach" and "service-resistant" chronically homeless population.

##### **b. Emergency Shelter**

- i. Essential Services may include case management (**pursuant 24 CFR 576.101 and CPD Notice 21-08 for CV fund i.e., document readiness**), childcare, education services, employment assistance and job training, life skills training, outpatient health services, legal services, mental health services, substance abuse treatment services and transportation.
- ii. Shelter Operations may include maintenance, rent, repair, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.
- iii. Motel or hotel vouchers may be provided if and when no appropriate emergency shelter is available for a homeless family or individual.
- iv. **Renovations and construction activities** may include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter). **Note: Construction activities are eligible ESG-CV activities only and not eligible in regular ESG. If these activities are being considered, please go to the CDH website and look for the RFI for affordable housing.** The emergency shelter must be owned by a government entity or private nonprofit organization. The intent of emergency shelter services is to assist individuals and families get

connected to the Coordinated Entry System (CES) in a timely manner in the efforts to assist households, identify available housing solutions through the CES or through case management and mainstream resources. Emergency shelter and/or motel/hotel vouchers should be treated as stand-alone services resulting in return to homelessness and should be offered as an immediate solution to the family or individuals in housing crisis and must be an integral part of an overall plan for housing stability.

The intent of any **acquisitions, renovations, rehabilitation and construction** is to ensure the health and safety of services rendered to clients through current shelter operations. The goal is for shelters in need of minor or major repairs to apply for eligible funds pursuant to **24 CFR 576.102 (a) (2) Emergency Shelter renovation** or 24 CFR 576.403 Shelter and Housing Standards. Note: using State and/or federal funds for construction is subject to prevailing wage requirements, such as Davis-Bacon and related acts.

**c. Homelessness Prevention**

- i. Rental Assistance: Short-term rental assistance for up to 3 months of rent, medium-term rental assistance for more than 3 months but not more than 24 months of rent, and payment of rental arrears consisting of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
- ii. Housing Services: Housing relocation, stabilization services, and/or short-or medium-term rental assistance - as necessary to help individuals or families living in places not meant for human habitation or emergency shelters move as quickly as possible into permanent housing and achieve stability in that housing. Services may include financial assistance (rental application fees, security and utility deposits, utility payments, last month's rent, moving costs); services costs (housing search and placement, housing stability case management, legal assistance, mediation, credit repair (not including debt payments) and housing counseling.

Homelessness Prevention must be provided to prevent individuals and families from moving into an emergency shelter or other place as described in the homeless definition Attachment K **and pursuant 24 CFR 576.103/ 576.105/576.106 and CPD notice 21-08 for CV Funds**. Assistance may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition and have an annual income below the thresholds, as determined by HUD, which is generally no greater than 30% Area Median Income (AMI) but is not greater than 50% AMI for ESG-CV funding.

**d. Rapid Rehousing**

Rapid Rehousing must be used to help a homeless individual or family who meets the definition of "homeless" and live in an emergency shelter or other place as described in the definition of homelessness (Attachment K), move as quickly as possible into permanent housing and achieve stability in that housing.

- i. Rental Assistance: Short-term rental assistance for up to 3 months of rent, medium-term rental assistance for more than 3 months but not more than 24 months of rent, and payment of rental arrears consisting of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
- ii. Housing Services: Housing relocation, stabilization services, and/or short-or medium-term rental assistance - as necessary to help individuals or families living in places not meant for human habitation or emergency shelters move as quickly as possible into permanent housing and achieve stability in that housing. Services may include financial assistance (rental application fees, security and utility deposits, utility payments, last month's rent, moving costs); services costs

(housing search and placement, housing stability case management, legal assistance, mediation, credit repair (not including debt payments) and housing counseling.

**e. Homeless Management Information System (HMIS)**

Costs incurred to collect and contribute data to the HMIS resource and HMIS Lead as designated by the Continuum of Care for the area, include hardware, software, equipment, technical support, salaries related to operating HMIS, completing data entry, monitoring, and reviewing data quality, data analyzing, reporting to the HMIS Lead, training staff, implementing HMIS requirements, etc.

The intent for the HMIS resource is to document and track client outcome in a timely manner. Enrollments of clients partaking in services within the HMIS resource must be within 72 hours of client acceptance. Data entry and assessments must be collected in an appropriate manner to support enrolled services.

Participation in the County's Coordinated Entry System (CES) and HMIS resources are mandatory. Their functions to include but not be limited to referrals, case notes, appropriate assessments, reporting client outcomes and uploading documents in client files [pursuant 24 CFR 576.107 and CPD Notice 21-08 for CV funds](#).

**2. Component 2: Centralized Housing Search and Placement**

The Proposal selected will serve as the single Lead Agency to administer and implement the Housing Search and Stabilization Services Program. As the Lead Agency to create, manage, train, and oversee the functions of multiple Housing Search Specialist (HSS) positions. The HSS will provide direct services to the ESG service providers listed under Component 1 of this NOFA, namely, Rapid Rehousing and Homelessness Prevention, where applicable. The Proposer will also provide direct services to clients, tenants, landlords, and property management companies participating in the ESG program. Additionally, the HSS will be the primary point of contact between the client, landlord, property management company, property owner and ESG service provider. The Lead Agency duties shall include but are not limited to:

**a. Program Design and Implementation**

- i. Design and Implement HSS Program.
- ii. Define job specifications and minimum qualifications and criteria of the HSS positions, develop job descriptions, establish job performance measures.
- iii. Recruit, hire and manage incumbents to perform the functions/duties of the HSS positions including oversee the day-to-day management of work assignments, scheduling/staff coordination.
- iv. Budget and fund HSS positions, based upon funding availability, this may include identifying additional funding sources in addition to those provided by County.
- v. Ensure accessibility of HSS staff and resources by County and State ESG service providers.

**b. Housing Search and Placement Services**

- i. Provide housing search and placement services to service-engaged households receiving Permanent Housing Assistance (Permanent Supportive Housing and/or Rapid Rehousing) from County ESG, San Bernardino City and County Continuum of Care (CoC), and participating agencies through the Coordinated Entry System (CES).
- ii. Create customized housing identification plans for each homeless client referred through a County homeless service agency.
- iii. Create and maintain a current and accurate list and database of rental housing throughout the County for use by ESG service providers in order to place individuals and families experiencing homelessness into housing.
- iv. Accompany homeless clients to appointments with landlords, property management companies, and or property owners to view prospective rental units and negotiate rental agreements.

**c. Landlord Recruitment and Retention Services**

- i. Identify and build relationships with rental property owners and operators throughout the County to establish a variety of housing options for service-engaged homeless households and establish a centralized resource for responding to landlord issues and concerns as they arise.
- ii. Act as a liaison between clients and their assigned case manager and the landlords, property management companies, and or property owners who lease properties to individuals and families experiencing homelessness or are at risk of homelessness.

**d. Coordination with Homeless Service Agencies**

- i. Establish agreements with ESG and CoC participating agencies to provide service-engaged client households with individualized housing identification and stabilization plans.
- ii. Cooperate with participating homeless service agencies to identify housing options for homeless clients based on the client-specific needs.
- iii. Verify that homeless clients have a case management plan through their referral agency.

**3. Component 3: Street Outreach and Document Readiness**

The Proposal selected will serve as a single entity to coordinate and centralize the activities to prepare clients prioritized through and referred by the Coordinated Entry System (CES) for housing readiness.

This will be done by managing all efforts related to:

- a. Obtaining required documentation to verify homelessness**
- b. Obtaining other legal documents required to establish identity and verify income (e.g., birth certificates, social security cards, military discharge**

- documents, state-issued identification, income verification, other related documents, etc.).**
- c. Using a client-centric approach, the agency will provide street-based proactive engagement to clients who are homeless and are either unsheltered and/or in a temporary emergency shelter.**

The agency will work other service providers that are coordinating the comprehensive Continuum of Care leading up to permanent housing and stability solutions, other housing, and wraparound services for the clients, as well as provide such engagement to include transport of clients, preferably accompanied transport, to ensure clients obtain documentation.

In addition, agency will coordinate street outreach that identifies and engages people living in unsheltered locations, such as in cars, parks, abandoned buildings, encampments, and on the streets and play a critical role within homeless systems for ending homelessness. Because effective street outreach reaches people who might not otherwise seek assistance or come to the attention of the homelessness service system and ensures that people's basic needs are met while supporting them along pathways toward housing stability, the agency must devise street outreach efforts that reflect the following core elements of effective street outreach, as defined by the United States Interagency Council on Homelessness:

[https://www.usich.gov/resources/uploads/asset\\_library/Core-Components-of-Outreach-2019.pdf](https://www.usich.gov/resources/uploads/asset_library/Core-Components-of-Outreach-2019.pdf)

Systematic, Coordinated and Comprehensive efforts which are: conducted on behalf of the community rather than one agency, requiring collaboration among multiple stakeholders, coordinated among various providers, engaged in ending homelessness and across different governmental agencies (Federal, State and local) and non-profits using multiple funding sources, connected to a coordinated entry process, and are premised on data-gathering and data-sharing for more comprehensive identification of the high-need individuals.

#### **D. Available Funding**

The maximum total award will not exceed \$6,263,000. There are various funding sources of ESG through the federal and State formula grants, both regular and CV (Coronavirus), allocations. The expiration dates of these are as follows: 2020 ESG – October 22, 2022; ESG-CV - October 21, 2022; 2021 ESG - October 26, 2023; 2020 State ESG - July 7, 2022; State ESG-CV - July 30, 2022; 2021 ESG State – TBD 2023.

Please note, the year of funds awarded to each proposal will be based upon services being rendered, provider capacity, and ability to spend the funds. CDH staff will work with the awardees (during contract negotiations) to determine the best assignment of funding.

A mix of funding and years is anticipated to be awarded for each provider to reach the expenditure goals.

A funding match is required for all ESG, both State and federal. A funding match requirement is waived for 2020 ESG funds when used to prevent, prepare for, and respond to the Coronavirus. However, if funds are not used to prevent, prepare for, and respond to the Coronavirus, then the funds must be matched dollar for dollar. All ESG-CV funds do not require a match, as they are expected to be used to prevent, prepare for, and respond to the Coronavirus. All 2021 ESG funds require a hundred percent (100%) dollar for dollar match for approximately \$901,345 in funding.

## VI. PROPOSAL SUBMISSION

### A. General

1. All interested and qualified Proposers are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Proposer has read and understands the entire NOFA, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the NOFA have been resolved.
2. Proposals must be received by the designated date and time.
3. The Proposer acknowledges that its electronic signature is legally binding. Submittals will be opened after the deadline and evaluated as stated in this NOFA.
4. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this NOFA.
5. Proposals must be completed in all respects as required in this section. A Proposal may not be considered if it is conditional or incomplete.

### B. Proposal Format

Responses to this NOFA must be in the form of a Proposal package, which must be submitted in the following format:

#### 1. Presentation

Submit all copies of the Proposal on 8 ½ x 11-inch paper (or scan of 8 ½ x 11-inch paper(s) for email). Each page, including attachments, must be clearly and consecutively numbered **and no more than 20 pages**.

#### 2. Cover Page

Use Attachment A as the cover page. This form must be fully completed and signed by an authorized officer of the Proposer.

#### 3. Table of Contents

All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

#### 4. Statement of Certification

Include the following on Attachment B:

- a. A statement that the offer made in the Proposal is firm and binding for twelve (12) months from the Deadline for Proposals.
- b. A statement that all aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer (competitor) for the purpose of restricting competition.
- c. A statement that all declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
- d. A statement that the Proposer agrees that all aspects of the NOFA and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.
- e. A statement that the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the Services as proposed.

- f. A statement that the Proposer, if selected will comply with all applicable rules, laws, and regulations.
- g. A statement that the Proposer has reviewed the NOFA and General Contract Terms in their entirety and have no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.

**5. Statement of Experience and Qualifications**

Include the following in this section of the Proposal:

- a. Business name of the Proposer and type of legal entity such as corporation, partnership, etc. If Proposer is a business entity that must be registered with the California Secretary of State, Proposer shall provide the County the entity number assigned to it by the Secretary of State.
- b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- c. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform the Contract, if awarded.

**6. Licenses, Permits, and/or Certifications**

1. Provide copies of all licenses, permits and/or certifications in Attachment C if required under Section X. Terms and Conditions, Paragraph A, 21 - Licenses, Permits, and/or Certifications.

**7. Proposal Description**

The Proposal should include the following:

- a. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet them.
- b. A detailed statement of the proposed Services.
- c. An explanation of any assumptions or constraints.

**8. Certification Regarding Debarment or Suspension**

Complete Attachment D.

**9. Proposed Services Budget**

Complete proposed budget on Attachment E.

**10. References**

Provide three (3) references from other entities, preferably public agencies, of same or similar size as the County, with whom you have established a contract on a project of this nature. Provide Contact Name, Address, Phone Number, and dates Services were provided on Attachment F.

**11. Former County Officials**

Complete Attachment G.

**12. Exceptions to NOFA**

Complete Attachment H.

**13. Public Records Act Exemptions**

Complete Attachment I – Public Records Act Exemptions if applicable.

**14. Indemnification and Insurance Requirements Affidavit**

Submit evidence of ability to insure as stated in Section X, Paragraph B – Indemnification and Insurance Requirements. Proposer must complete and submit Attachment J –

Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Proposer's insurance broker/agent.

**15. Two Years of Financials**

Last two years of Audited Financial Reports with Results and Findings

**VII. EVALUATION**

Proposals will be subject to an Initial Review to confirm responsiveness, by determining whether each Proposal includes the stipulated content, required certifications or licensing, etc., and is presented in the required format, in order for the Proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain that the Proposal meets these requirements.

The evaluation process includes the following categories and may include additional specific criteria. Likewise, the listed considerations are possible considerations, and may not be the only factors involved in the evaluation.

**A. Qualifications and Experience**

Weight: 30%

Considerations: Proposer background and reputation, demonstrated experience with local approval agencies, experience with similar services and entities.

**B. Technical Review**

Weight: 30%

Considerations: Proposer capacity to perform services, established software and systems used to provide services.

**C. Budget**

Weight: 30%

Considerations: Proposer's ability to Budget for Services in each component(s). Examination of reasonability and comparison of Budget for Services in each component(s) of other proposers.

**D. References**

Weight: 10%

Considerations: Satisfactory performance of similar work, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, likelihood of continued use, etc.

CDH may, at its sole discretion, create a shortlist of Proposals for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process; and/or issue a request for Best and Final Offer (BAFO) from one or more Proposers.

CDH will establish an evaluation panel with responsibility for reviewing all Proposals and conducting the evaluation. A Facilitator will manage the integrity of the evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the Facilitator will distribute all relevant documents to the evaluators including the NOFA, evaluation worksheets for each Proposal, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the Proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the Facilitator will contact Proposer(s) to obtain the necessary information. The Facilitator will then provide the information to the evaluation panel electronically or verbally, as appropriate.

If the evaluation process includes components such as oral interviews, product demonstration, and/or site visits, the Facilitator will coordinate those with evaluators. Individual scoring and any subsequent evaluation panel meetings with respect to such components must be conducted.

Once all ratings are finalized and documented, the Facilitator will collect individual evaluation worksheets to create a final evaluation scoring worksheet.

## **VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD**

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

### **A. Contract Negotiation**

After selection, negotiations may be conducted with the Proposer(s) of the highest-ranked Proposal(s). Negotiations, if held, shall be within the scope of work in the request for Proposals. If the contract negotiations take place in person in San Bernardino County, California, the Proposer will be responsible for its travel and per diem expenses of its personnel.

### **B. Failure to Negotiate**

If the selected Proposer:

1. Fails to provide the information required to begin negotiations in a timely manner; or
2. Fails to negotiate in good faith; or
3. Indicates it cannot perform the Contract within the budgeted funds for the services; or
4. If the Proposer and the County, after a good faith effort, simply cannot come to terms.

Then the County may terminate negotiations with the Proposer initially selected.

### **C. Notice of Intent to Award (NOIA) – Proposer Notification of Selection**

A Notice of Intent to Award (NOIA) and denial letters will be issued to all Proposers. The issuance of the NOIA will be accompanied by a Due Diligence Letter which lists additional items required and an intended timeline (See Attachment L).

### **D. Award**

A Contract will be awarded based on a competitive selection of Proposals received. The contents of the Proposal of a successful Proposer will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

## **IX. APPEAL AND AWARD**

In the event a dispute arises concerning the Proposal process prior to the award of the Contract, the Proposer raising the dispute shall submit a request for resolution in writing to CDH. Proposer may appeal the recommended award or denial of award (Protest), provided the Protest:

- A. Is submitted in writing.
- B. Is submitted within ten (10) calendar days of the issuance date of the NOIA.
- C. A Protest can only be brought on the following grounds:
  1. Failure of the County to follow the selection procedures and adhere to requirements specified in the NOFA or any addenda or amendments.
  2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  3. Violation of State or Federal law.

Protests will not be accepted for any other reasons than those stated above. All Protests must be sent to:

San Bernardino County Department of Community Development and Housing  
**Attn: ESG NOFA Protest**  
385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor – CDHA, San Bernardino, CA 92415-0043  
Fax: (909) 387-4415

Upon receipt of the formal Protest, a CDH designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the CDH designee, the Protest has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Proposer advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The CDH designee shall make a decision concerning the appeal, and notify the Proposer submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision shall be deemed final.

Alternatively, at the CDH designee's discretion, an Appeal Panel consisting of five (5) members appointed by the CDH Designee shall hear the Protest. The Proposer will be provided reasonable notice of the time, date, and location of the hearing. In the event that a protesting Proposer does not appear at the Protest hearing as scheduled, the Protest will be disallowed.

The hearing is informal, in that it is not subject to the strict rules of evidence or procedure, and live witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Protest was submitted timely; 2) whether the Protest is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Protest are based have been substantiated.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the Protest has so tainted the NOFA process that it is unfair to the Proposer or whether the valid grounds for the Protest are in the nature of harmless error and that the NOFA process was fair to the Proposer. The Panel will not re-evaluate the Proposals.

The CDH designee shall notify the Proposer making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Appeal Panel shall be deemed final. If the Contract must be approved by the Board, after receiving a decision from the CDH designee or Appeal Panel, the Proposer may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Proposer must file its written Protest with the Clerk of the Board or provide a verbal Protest (typically limited to three minutes) prior to the Board making a decision on the Contract. Any decision of the Board shall be deemed final.

A Proposer protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Proposer has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Proposer under this NOFA. Upon exhaustion of this remedy no additional recourse is available.

## **X. TERMS AND CONDITIONS**

The selected Proposer will be required to enter into a formal Contract with the County. This NOFA sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this NOFA, Proposer will be deemed to have agreed to each clause unless the Proposal identifies an objection and County agrees to a change of language in writing. All objections to any Terms and Conditions must be listed on Attachment H – Exceptions to NOFA, or any exception thereto shall be waived

### **A. General**

#### **2. Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed, and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

#### **3. Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

#### **4. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

#### **5. Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or

contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**6. Change of Address**

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

**7. Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**8. Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all additions and modifications to each of subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**9. Confidentiality**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**10. Primary Point of Contact**

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**11. County Representative**

The Community Development and Housing Director or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**12. Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor, shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion

**13. Debarment and Suspension**

The Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**14. Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and

productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County if the Contractor or Contractor's employees are determined by the County not to be in compliance with the above.

**15. Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**16. Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**17. Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

**18. Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**19. Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the Proposal and award process. This

prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**20. Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**21. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**22. Licenses, Permits, and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of this Contract.

**23. Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**24. Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**25. Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information, or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology

infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**26. Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**27. Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**28. Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**29. Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**30. Release of Information**

No news releases, advertisements, public announcements, or photographs arising out of this the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**31. Representation of the County**

In the performance of the Contract, Contractor, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

**32. Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**33. Subcontracting**

Contractor agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors

under the terms and conditions specified in Paragraph B of this Section X. All approved subcontractors shall be subject to the provision of this contract applicable to Contractor Personnel, including removal pursuant to Paragraph A subsection 4 of this Section X.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Section V, Scope of Work.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**34. Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**35. Termination for Convenience**

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**36. Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**37. Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

### 38. **Fiscal Provisions**

- a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.
- b. Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- c. Contractor shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- d. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- e. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations, unless specifically mentioned.

## **B. Indemnification and Insurance Requirements**

### 1. **Indemnification**

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

### **Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

### **Waiver of Subrogation Rights**

The Contractor shall require the carriers of the required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

### **Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

### **Severability of Interests**

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and County or between the County and any other insured or additional insured under the policy.

### **Proof of Coverage**

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

### **Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

### **Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

### **Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

### **Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change these insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

## 2. **Insurance Specifications**

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

### **Workers' Compensation/Employers Liability**

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred- and fifty-thousand-dollar (\$250,000) limits, covering all persons, including volunteers, providing Services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

### **Commercial/General Liability Insurance**

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse, and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

### **Automobile Liability Insurance**

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Contractor is transporting one or more non-employee passengers in performance of Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Umbrella Liability Insurance**

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**Professional Services Requirements**

**Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

**Errors and Omissions Liability Insurance** with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

**Directors and Officers Insurance** coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

**C. Right to Monitor and Audit**

**1. Right to Monitor**

The County, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

**2. Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract. Contractor shall comply with 2 CFR 200.

All records relating to the Contractor’s personnel, Contractors, Subcontractors, Service/Scope of Work, and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal

records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

#### **D. Correction of Performance Deficiencies**

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract.
3. Contractor's Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee and the highest-level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
  - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County.
  - b. Withhold funds pending duration of the breach.
  - c. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery.
  - d. Offset against any monies billed by Contractor but yet unpaid by the County.
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

**ATTACHMENT A**

**COVER PAGE**

**Use this checklist to ensure that all items requested have been included.**

	Items Completed	Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Statement of Certification	
3.	Attachment C – Licenses, Permits, and/or Certifications	
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	
5.	Attachment E – Proposed Services Budget	
6.	Attachment F – References	
7.	Attachment G – Employment of Former County Officials	
8.	Attachment H – Exceptions to NOFA	
9.	Attachment I – Public Records Act Exemptions	
10.	Attachment J – Indemnification and Insurance Requirements Affidavit	
11.	Last two years of Audited Financial Reports with Results and Findings	

Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_ FAX No.: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

NOFA Contact: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

**By signing below, the individual acknowledges that he/she has the authority to bind the Proposer to the terms of the Proposal. The individual further acknowledges that he/she has read and understands the NOFA, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.**

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT B**

**STATEMENT OF CERTIFICATION**

The following statements are incorporated in our response to San Bernardino County.

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (Initial and attach explanation)</b>
1.	The offer made in the Proposal is firm and binding for twelve (12) months from the date the Proposal is opened.		
2.	All aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the NOFA and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the Services as proposed.		
6.	Proposer, if selected will comply with all applicable rules, laws, and regulations.		
7.	The NOFA has been reviewed in its entirety and Proposer has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.		



## ATTACHMENT D

### **CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this NOFA:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website ([www.sam.gov](http://www.sam.gov)).
2. The Proposer certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website ([www.sam.gov](http://www.sam.gov)).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Proposer shall provide immediate written notice to the NOFA Contact if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the San Bernardino County government, the County may terminate the Contract resulting from this NOFA for default.
6. Proposer affirms that neither it, nor any subcontractor listed in the Proposal, has any recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.
7. Proposer also certifies that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.



**ATTACHMENT F**

**REFERENCES**

<b>Name of Agency</b>	<b>Contact Name/Address</b>	<b>Phone Number</b>	<b>Dates services provided (from/through*)</b>

Provide a minimum of three (3) customer references Proposer has contracted with, providing the same service as requested in this NOFA.

\*Enter **Present** if still providing the services (Example: 10/20/2021 - present).



**ATTACHMENT H  
EXCEPTIONS TO NOFA**

CONTRACTOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

I have reviewed the NOFA in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating NOFA, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

**ATTACHMENT I  
PUBLIC RECORDS ACT EXEMPTIONS**

PROPOSER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

**ATTACHMENT J  
INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT**

**THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM  
AND  
THE PROPOSER MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE PROPOSAL.**

I, the undersigned (Please check one box)  underwriter  agent/broker, certify that I and the Proposer listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposal (NOFA). If the County of San Bernardino ("County") awards the Proposer the Contract for this project, I will be able—within fourteen (14) calendar days after the Proposer is notified of the Contract's award—to furnish the County with all the required, insurance certificate(s) and endorsement(s) as specified in Section X, Paragraph B. Indemnification and Insurance Requirements.

_____		_____	
Insurance Broker / Agency Name		Date	
_____		_____	
Insurance Broker's / Agent's Name (Printed)		Insurance Broker's / Agent's Name (signature)	
_____		_____	
Address	City	State	Zip Code
_____		_____	
Telephone Number	FAX Number	Email Address	
_____	_____	_____	

_____	_____
Proposer's Name	County NOFA Name and Number

**Below State the Name of Insurance Company Providing Coverage:**  
DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

_____	_____	_____
	Commercial General Liability	Automobile Liability
_____	_____	_____
Workers' Compensation Liability		Professional Liability
_____	_____	_____
Pollution Liability		Cyber Liability
_____	_____	_____
Sexual Abuse Liability		

**[NOTE TO PROPOSER: See Section X, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]**

**NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Proposer submits to the County do not fully comply with the Insurance Requirements, and/or if the Proposer fails to submit the forms within the 14-day time limit, the County may: (1) declare the Proposer's Proposal non-responsive, and (2) award the Contract to the next highest ranked Proposer.**

**ATTACHMENT K (1 of 3)**

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  
DEFINITIONS OF HOMELESS**

<b>CRITERIA FOR DEFINING HOMELESS</b>	<b>Category 1</b>	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> <li>(i) Has a primary nighttime residence that is a public or private place not meant for human habitation;</li> <li>(ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u></li> <li>(iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution</li> </ul>
	<b>Category 2</b>	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> <li>(i) Residence will be lost within 14 days of the date of application for homeless assistance;</li> <li>(ii) No subsequent residence has been identified; <u>and</u></li> <li>(iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing</li> </ul>
	<b>Category 3</b>	Homeless under other Federal statutes	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> <li>(i) Are defined as homeless under the other listed federal statutes;</li> <li>(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;</li> <li>(iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; <u>and</u></li> <li>(iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers</li> </ul>
	<b>Category 4</b>	Fleeing/ Attempting to Flee DV	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> <li>(i) Is fleeing, or is attempting to flee, domestic violence;</li> <li>(ii) Has no other residence; <u>and</u></li> <li>(iii) Lacks the resources or support networks to obtain other permanent housing</li> </ul>

**ATTACHMENT K (2 of 3)**

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  
REQUIREMENTS FOR RECORDKEEPING AND DOCUMENTATION**

<b>RECORDKEEPING REQUIREMENTS</b>	Category 1	Literally Homeless	<ul style="list-style-type: none"> <li>• Written observation by the outreach worker; <u>or</u></li> <li>• Written referral by another housing or service provider; <u>or</u></li> <li>• Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter;</li>   <li>• For individuals exiting an institution—one of the forms of evidence above <u>and</u>:             <ul style="list-style-type: none"> <li>○ discharge paperwork <u>or</u> written/oral referral, <u>or</u></li> <li>○ written record of intake worker’s due diligence to obtain above evidence and certification by individual that they exited institution</li> </ul> </li> </ul>
	Category 2	Imminent Risk of Homelessness	<ul style="list-style-type: none"> <li>• A court order resulting from an eviction action notifying the individual or family that they must leave; <u>or</u></li> <li>• For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; <u>or</u></li> <li>• A documented and verified oral statement; <u>and</u></li>   <li>• Certification that no subsequent residence has been identified; <u>and</u></li> <li>• Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing</li> </ul>
	Category 3	Homeless under other Federal statutes	<ul style="list-style-type: none"> <li>• Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; <u>and</u></li> <li>• Certification of no PH in last 60 days; <u>and</u></li> <li>• Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; <u>and</u> —</li> <li>• Documentation of special needs <u>or</u> 2 or more barriers</li> </ul>
	Category 4	Fleeing/ Attempting to Flee DV	<ul style="list-style-type: none"> <li>• <i>For victim service providers:</i> <ul style="list-style-type: none"> <li>○ An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker.</li> </ul> </li> <li>• <i>For non-victim service providers:</i> <ul style="list-style-type: none"> <li>○ Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; <u>and</u></li> <li>○ Certification by the individual or head of household that no subsequent residence has been identified; <u>and</u></li> <li>○ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.</li> </ul> </li> </ul>

**ATTACHMENT K (3 of 3)**

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  
DEFINITION OF AT-RISK OF HOMELESSNESS**

<b>CRITERIA FOR DEFINING AT-RISK OF HOMELESSNESS</b>	<b>Category 1</b>	<b>Individuals and Families</b>	<p>An individual or family who:</p> <ul style="list-style-type: none"> <li>(i) Has an annual income below 30% (annual ESG) or 50% (ESG-CV) of median family income for the area; <u>AND</u></li> <li>(ii) Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; <u>AND</u></li> <li>(iii) Meets one of the following conditions: <ul style="list-style-type: none"> <li>(A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; <u>OR</u></li> <li>(B) Is living in the home of another because of economic hardship; <u>OR</u></li> <li>(C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; <u>OR</u></li> <li>(D) Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; <u>OR</u></li> <li>(E) Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; <u>OR</u></li> <li>(F) Is exiting a publicly funded institution or system of care; <u>OR</u></li> <li>(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved Con Plan</li> </ul> </li> </ul>
	<b>Category 2</b>	<b>Unaccompanied Children and Youth</b>	<p>A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another Federal statute</p>
	<b>Category 3</b>	<b>Families with Children and Youth</b>	<p>An unaccompanied youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) or that child or youth if living with him or her.</p>

**ATTACHMENT L  
SAMPLE OF DUE DILIGENCE LETTER**

[Date]

[Contractor/Provider Address]

**RE: Emergency Solutions Grant Service Provider Due-Diligence Request**

Dear \_\_\_\_\_:

Congratulations! As a result of your response to the solicitation for Letters of Interest (LOI) to provide homeless services under [ *insert award summary of services* ]. The San Bernardino County Department of Community Development and Housing (CDH) will oversee the implementation and administration of the program, respectively. CDH is proposing to fund [ Contractor ] with \_\_\_\_\_, and xx/100 dollars (**\$XXX,XXX**) to fund the services CDH will be utilizing State/Federal ESG/ESG-CV funds.

Your Agency has been selected by CDH to provide services, therefore, in accordance with federal, State, and local regulations, CDH must complete its due diligence of Your Agency. This is prior to entering into a legally binding contract. It is anticipated that the contract will be presented to the San Bernardino County Board of Supervisors in January of 2022.

In preparation for the 2022-2023 ESG/ESG-CV funding consideration, it is necessary to collect and review the following documentation. This is CDH's request for due diligence, to have the most current documents related to Your Agency, and part of the evaluation process. It is imperative that: the evaluation is completed prior to the execution of the contract, benchmark dates are reached, and there is no delay the execution of the contract. Please submit the following no later than the close of business day **December XX, 2021**:

1.  Current IRS Exemption Ruling
2.  Articles of Incorporation and Bylaws
3.  Current Organizational Chart which identifies positions and titles that will be funded using ESG/ESG CV
4.  Cost Allocation Plan, if applicable
5.  Corporate Resolution designating Signature Authority
6.  Operating Budget for Your Agency and **all** subcontractors
7.  Contracts and/or MOUs between Your Agency and all subcontractors, please ensure the language specifies that the funding is subject to all ESG rules and regulations
8.  Franchise Tax Board Letter of Good Standing dated within the last year
9.  Status of Domestic Corporation – Secretary of State of California
10.  DUNS ID Certificate
11.  Last two years of **Audited Financial Reports with Results/ Findings**
12.  **Single Audit**, if more than \$750,000 of federal funds were expended during your last fiscal year
13.  Proof of General Liability, Auto, and Workers Compensation Insurance
14.  List of Board of Directors (Name, Position Held, and Contact Information)
15.  Most recent Board Minutes
16.  Copies of Board Member Resumes
17.  Capacity of Organization and Statement of Geographic Area(s) served
18.  Statements, resumes, and job descriptions from key staff, consultants (if applicable), subcontractors, and/or direct partners
19.  Staff Core Competencies
20.  Proof of Registration in Systems for Award Management ("SAM")
21.  Proof of Registration in Homeless Management Information Systems ("HMIS")

Please be aware that there are several HUD requirements that must be met before ESG/ESG-CV funds become available for your supportive service activities. The Contract is subject to Board/ Purchasing Department approval before funds can be expended. To be deemed reimbursable, all funds expended during the contract period must meet HUD's eligibility cost activity requirements.