



Request for Applications No. 24-03 Continuum of Care Builds

Amendment No. 1

Section II. Application Timeline has been amended to extend the Deadline for Applications:

Release of RFA	Thursday, September 19, 2024
Application Workshop	Monday, September 23, 2024 at 10 a.m.
Deadline for Submission of Questions	Tuesday, September 24, 2024 at 4:30 p.m.
Deadline for Applications	Wednesday, October 16, 2024 at 2 p.m.



Request for Applications No. 24-03 Continuum of Care Builds

**San Bernardino County
Office of Homeless Services
560 East Hospitality Lane, Suite 200
San Bernardino, CA 92415**

I. INTRODUCTION

A. Purpose

The Continuum of Care Builds (CoC Builds) Program is a competitive grant program administered by the U.S. Department of Housing and Urban Development (HUD). CoC Builds targets efforts within a CoC geographic area to address and reduce persons experiencing homelessness by adding new units of Permanent Supportive Housing (PSH) through new construction, acquisition, or rehabilitation through one-time CoC Builds awards under the CoC Program. The San Bernardino County (County) Office of Homeless Services (OHS), acting as the Collaborative Applicant on behalf of the San Bernardino City and County Continuum of Care (SBC CoC), is requesting applications for the CoC Builds Program Competition administered by HUD, and will be accepting applications for new PSH projects. An award pursuant to this Request for Applications (RFA) is contingent upon an award from HUD.

B. RFA Contact

All questions must be submitted to the person identified below (RFA Contact):

San Bernardino County
Office of Homeless Services
Attn: Annette Florez
560 East Hospitality Lane, Suite 200
San Bernardino, CA 92415
(909) 501-0645
Annette.Florez@hss.sbcounty.gov

E-mail all questions (not bid questions) to the RFA contact and copy HomelessRFP@hss.sbcounty.gov.

Applications must be submitted electronically to HomelessRFP@hss.sbcounty.gov. For Application submission, the email subject line should read "CoC Builds RFA Application Submission" followed by the proposed Project's name, as shown below.

Subject: CoC Builds RFA Submission - Project Name

C. Funding

The maximum award amount under this CoC Builds RFA is based on each CoC's Final Pro Rata Need for the Fiscal Year 2024 CoC Competition, which is the higher of the CoC's Preliminary Pro Rata Need or Annual Renewal Demand. For the SBC CoC, the maximum amount available for a single project is \$7,500,000. An award pursuant to this Request for Applications (RFA) is contingent upon an award from HUD.

HUD will award no more than 20 percent of the final award for non-capital costs eligible CoC activities associated with the PSH project, and no more than 10 percent of the final award for administrative costs associated with the PSH project. The Collaborative Applicant reserves the right to retain a portion of the final award for administrative costs for efforts including funding coordination, contracting, program monitoring and oversight, data collection and evaluation, and reporting.

HUD will require recordation of a HUD-approved use and repayment covenant before funds can be drawn down (the form can be obtained from the local HUD CPD field office)

for all grants of funds for new construction, acquisition, and rehabilitation. All recipients and sub recipients receiving grant funds for acquisition, rehabilitation, or new construction must operate the housing or provide supportive services in accordance with 24 CFR 578.81 for at least 15 years from the date of initial occupancy or date of initial service provision.

The CoC Builds program requires cost sharing or matching. The subrecipient must match all grant funds with no less than 25 percent of funds or in-kind contributions from other sources. Refer to Section V for allowable sources.

D. Contract Term

Eligible Projects under this RFA are outlined under Section V, Scope of Work. The Contract terms may be two (2), three (3), four (4), or five (5) years. The Project selected for submission to HUD must be able to provide proof of site control.

E. Eligible Applicants

The following Applicants will be eligible to submit an Application under this CoC Builds RFA:

- Non-profit organizations that have a 501 (c)(3) status with the IRS
- Public Housing Authorities (PHAs)
- City or town governments

Individuals, foreign entities, and sole proprietorship organizations are **not** eligible to compete for, or receive, awards made through the CoC Builds program.

F. Assistance to Applicants with a Disability

Applicants with a disability may request accommodation regarding the means of communicating this RFA or participating in the procurement process. For more information, contact the RFA Contact no later than ten (10) days prior to the Deadline for Applications.

II. APPLICATION TIMELINE

Release of RFA	Thursday, September 19, 2024
Application Workshop	Monday, September 23, 2024 at 10 a.m.
Deadline for Submission of Questions	Tuesday, September 24, 2024 at 4:30 p.m.
Deadline for Applications	Wednesday, October 16, 2024 at 2 p.m.

Application Workshop:

A virtual Application Workshop will be held on Monday, September 23, 2024 at 10 a.m.

[Join the meeting now](#)

Meeting ID: 295 377 981 040

Passcode: Gd8Gur

Dial in by phone

[+1 661-568-6806,,378405105#](#) United States, Santa Clara

[Find a local number](#)

Phone conference ID: 378 405 105#

Attendance at the Application Workshop is encouraged.

Questions:

Questions regarding the contents of this RFA must be submitted via email to the RFA contact on or before the Deadline for Submission of Questions. All questions will be answered, and both the question and answer will be posted as an Addendum to the RFA and to the San Bernardino County Homeless Partnership website at <https://sbchp.sbcounty.gov> > CoC Grants > CoC Builds.

III. DEFINITIONS

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

Administrative Entity: A unit of general purpose local government (city, county or a city that is also a county) or a nonprofit organization that has (1) previously administered HUD CoC funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and (2) been designated by the CoC to administer program funds.

Application: The offer to provide specific goods or services under conditions specified in the RFA.

Board: The San Bernardino County Board of Supervisors.

Collaborative Applicant: The eligible applicant designated by the Continuum of Care (CoC) to collect and submit the CoC Registration, CoC Consolidated Application (which includes the CoC Application and CoC Priority Listing), and apply for CoC planning funds on behalf of the CoC during the CoC Program Competition. The CoC may assign additional responsibilities to the Collaborative Applicant so long as these responsibilities are documented in the CoC's governance charter.

Continuum of Care: The group organized to carry out the responsibilities required under this part and is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

Contract: The Contract between the County and the Applicant resulting from the award issued pursuant to this RFA to the successful Applicant.

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

Coordinated Entry System (CES): A centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

Facilitator: A County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.

Homeless Management Information System (HMIS): The information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

Interagency Council on Homelessness (ICH): The policy making body for the San Bernardino County Homeless Partnership. ICH works to ensure that the recommendations listed in the County’s 10-Year Strategy to End Homelessness are realized. ICH Membership is composed of elected officials, state and local representatives, community and faith-based organizations, and corporate advocates.

Office of Homeless Services (OHS): The administrative entity for the San Bernardino City and County Continuum of Care (SBC CoC). The SBC CoC coordinates services with the San Bernardino County Homeless Partnership consisting of community and faith-based organizations, educational institutions, non-profit organizations, private industry, and federal, state, and local governments.

Permanent Supportive Housing (PSH): PSH is permanent housing in which supportive services are provided to assist individuals with a disability and families where at least one (1) household member has a disability and is experiencing homelessness to live independently.

Purchasing Agent: The Director of the County Purchasing Department.

Request for Applications (RFA): The request for an offer from Applicants interested in providing the identified services sought to be procured by the County on behalf of the CoC. The RFA specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

Services: The requested services described in this RFA.

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.

U.S. Department of Housing and Urban Development (HUD): The Federal agency responsible for national policy and programs that address America's housing needs, that improve and develop the nation's communities, and enforce fair housing laws.

IV. APPLICATION CONDITIONS

A. Authorized Signatures

All applications must be signed by an individual authorized to bind the Applicant to the provisions of the RFA.

B. Term of Offer

Applications shall remain open, valid and subject to acceptance anytime within twelve (12) months after the Application submission.

C. Required Review

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

D. Incurred Costs

The County is not obligated to pay any costs incurred by Applicant in the preparation of an Application in response to this RFA. Applicants agree that all costs incurred in developing an Application are the Applicant's responsibility.

E. Amendments/Addendums to RFA

The County reserves the right to issue amendments or addendums to this RFA if the County considers that changes are necessary or additional information is needed.

Changes to an Application or withdrawal of an Application will only be allowed if a request is received prior to the Deadline for Applications. No amendments or withdrawals will be accepted after the Deadline for Applications.

F. Best Value Evaluation

As established in this RFA, the County realizes that criteria other than price are important and will select an Applicant based on the Application that best meets the needs of the SBC CoC and aligns with the CoC Builds NOFO. The SBC CoC seeks the optimal combination of quality, cost, and various qualitative elements of the required Project.

G. Right of Rejection

Projects must comply with all of the terms of the RFA, and all applicable local, state, and federal laws, codes, and regulations. The County may reject as non-responsive any Application that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFA. Further, the County may reject an Application from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting an Application in response to this RFA.

An Applicant may not qualify the Application nor restrict the rights of the County. If Applicant does so, the Application may be determined to be a non-responsive counter-offer and the Application may be rejected.

No Application 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 Application.

Minor irregularities may be waived by the Purchasing Agent 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 RFA;
5. Are trivial, negligible, or immaterial in nature;
6. Do not reflect a material change in the work; or
7. Do not constitute a substantial reservation against a requirement or provision.

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

This RFA does not commit the County to submit an Application to HUD on behalf of a specific CoC Builds project or to award a contract. The County reserves the right to reject any or all Applications if it is in the best interest of the County to do so. The County also reserves the right to terminate this RFA process at any time.

H. Reserved

I. Clarification of Offers

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

J. Public Records Act

All Applications and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code § 7920.000). All Application information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Applicants are subject to becoming a non-exempt public record.

If an Applicant believes that any portion of its Application 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 Applicant 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. Applications marked "Confidential" in their entirety will not be honored, and the County might not deny public disclosure of any portion of Applications so marked.

By submitting an Application with portions identified in Attachment I as "Confidential," Applicant represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Applicant 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," Applicant 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 an Application.

K. 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 Applicant. 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 Applicant and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Applicant. 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 Application being deemed non-responsive.

L. Iran Contracting Act of 2010

In accordance with Public Contract Code section 2204(a), the Applicant certifies upon submission that the Applicant signing the Application is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Applicants are cautioned that making a false certification may subject the Applicant to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Applicant agrees that signing the Application shall constitute signature of this Certification.

M. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Applicant 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 Applicant. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected

Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant 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" do not include clerical personnel providing service at the firm's offices or locations.

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

Applicant 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 (SAM) website <https://www.sam.gov>). Applicant also certifies in Attachment D that if it or any of the subcontractors listed in the Application 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.

O. Unsatisfactory Performance

Applicant 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 RFA.

P. Final Authority

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

Q. Reserved

R. Campaign Contribution Disclosure (SB 1439)

Applicant has disclosed to the County through completion of Attachment K – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk,

District Attorney, Auditor-Controller/Treasurer/Tax Collector] after January 1, 2023. Applicant acknowledges that under Government Code section 84308, subdivision (e)(2), Applicant may not make a contribution of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of a contract pursuant to this Request for Application is pending, and for 12 months after a final decision is rendered by the County.

Campaign contributions include those made by any agent/person/entity on behalf of the Applicant or by a parent, subsidiary or otherwise related business entity of Applicant.

V. SCOPE OF WORK

A. BACKGROUND INFORMATION

On July 22, 2024, HUD released the NOFO for the CoC Builds program competition. The NOFO can be found at https://www.hud.gov/program_offices/comm_planning/coc/cocbuilds. The CoC Builds program targets efforts within CoC geographic areas to address and reduce persons experiencing homelessness by adding new units of PSH through awards for new construction, acquisition, or rehabilitation projects. HUD is encouraging CoCs to leverage funds provided for construction, acquisition, or rehabilitation of new PSH units with other funding sources to maximize the amount of housing that can directed to meeting the needs of individuals and families experiencing homelessness, as outlined in 24 CFR 578.37(a)(1)(i), where at least one (1) individual in the household has a disability.

HUD is only accepting applications submitted by the CoC's Collaborative Applicant (OHS). Eligible Applicants wishing to apply for CoC Builds grant funding for a project meeting the criteria established by HUD for the CoC Builds program must submit an Application in response to this RFA. Only one (1) project within the SBC CoC geographic area may be selected for submission to the CoC Builds program competition.

B. PROJECT DESCRIPTION

1. The CoC Builds program supports HUD's Strategic Plan for FY 2022-2026 to accomplish HUD's mission and vision. Applicants are expected to align applications to the applicable strategic goals and objectives below. The following are the goals and objectives from HUD's Strategic Plan applicable to the CoC Builds program:
 - a. Support Underserved Communities: Fortify support for underserved communities and support equitable community development for all people.
 - i. Reduce Homelessness: Strengthen Federal, State, Tribal, and community implementation of the Housing First approach to reducing the prevalence of homelessness, with the ultimate goal of ending homelessness.
 - b. Ensure Access to and Increase Production of Affordable Housing: Ensure housing demand is matched by adequate production of new homes and equitable access to housing opportunities for all people.
 - i. Increase the Supply of Housing: Enhance HUD's programs that increase the production of new homes and equitable access to housing opportunities for all people.
 - c. Advance Sustainable Communities: Advance sustainable communities by strengthening climate resilience and energy efficiency, promoting environmental justice, and recognizing housing's role as essential to health.
 - i. Strengthen Environmental Justice: Reduce exposure to health risks, environmental hazards, and substandard housing, especially for low-income households and communities of color.

- ii. Integrate Health and Housing: Advance policies that recognize housing's role as essential to health.
2. The following are policy priorities specific to the CoC Builds NOFO:
 - a. Increasing Affordable Housing Supply: The lack of affordable housing is the main driver of homelessness. CoC Builds provides funding for new construction, rehabilitation, or acquisition that can increase PSH stock in a CoC's geographic area. Applicants are encouraged to partner with developers to determine an economical way to increase PSH supply for individuals and families experiencing homelessness that considers adaptive reuse and conversion of hotel properties. Additionally, applicants should engage local leaders to mitigate zoning and land use issues that may impact adding PSH units to the SB CoC's housing stock.
 - b. Ensuring Access to Supportive Services and Public Services: Providing voluntary supportive services to individuals and families experiencing homelessness, particularly for these households that also include a family member who has a disability, can ensure households have the tools and resources needed to successfully maintain permanent housing. Applicants must ensure households that will reside in the units developed under CoC Builds will have access to CoC Program supportive services, in accordance with 24 CFR 578.53, as well as other public services such as easy access to local parks and recreation, post office, etc. Additionally, applicants proposing projects in rural areas are encouraged to consider the most cost-effective method for supportive services delivery (e.g., use of internet for check-ins with program participants) and access to public services.
 - c. Partnering with Housing, Health, and Service Agencies: Using cost performance and outcome data, applicants should improve how all available resources are utilized to end homelessness. This is especially important as the Coronavirus Aid, Relief, and Economic Security (CARES) Act and American Rescue Plan have provided significant new resources to help end homelessness. HUD encourages maximizing the use of mainstream and other community-based resources when serving persons experiencing homelessness and should:
 - i. Work closely with public and private healthcare organizations and assist program participants who are interested in assistance with receiving primary care, housing related services, and with obtaining medical insurance to address healthcare needs. This includes developing close partnerships with public health agencies to analyze data and design approaches that reduce homelessness, improve the health of people experiencing homelessness, and prevent and address disease outbreaks, including HIV/AIDS.
 - ii. Partner closely with PHAs and state and local housing organizations to utilize coordinated entry, develop housing units, and provide housing subsidies to people experiencing homelessness. These partnerships can also help CoC Program participants exit PSH through Housing Choice Vouchers and other available housing options. CoCs and PHAs should especially work together to implement targeted programs such as Emergency Housing Vouchers, HUD-VASH, Mainstream Vouchers, Family Unification Program (FUP) Vouchers, and other housing voucher programs targeted to people experiencing homelessness. CoCs should coordinate with their state and local housing agencies on the utilization of new program resources provided through the HOME Investment Partnerships - American Rescue Plan Program (HOME-ARP) that was created through the American Rescue Plan.
 - iii. Partner with local workforce development centers to improve employment opportunities.

- iv. Work with Tribes and Tribal organizations to ensure that Tribal members can access CoC funded assistance when a CoC's geographic area borders a Tribal area.
3. OHS will work with the selected Project Applicant to submit the Application to HUD. Applicants are responsible for developing narratives that are fully responsive and completing required attachments and forms.

C. ADDITIONAL REQUIREMENTS

1. Consistency with the Consolidated Plan
This program requires a certification of Consistency with the Consolidated Plan under 24 CFR 91.2. This certification means the proposed activities in the application are consistent with the jurisdiction's strategic plan, and the location of the proposed activities is consistent with the geographic areas specified in the Consolidated Plan. Applicants must submit a certification by the jurisdiction in which the proposed project will be located that the applicant's project application for funding is consistent with the jurisdiction's HUD-approved consolidated plan.
2. SAM Registration
Applicants must register at www.sam.gov before submitting an application and must maintain current information in SAM on immediate and highest-level owner and subsidiaries, as well as on all predecessors that a Federal award within the last three (3) years, if applicable. Information in SAM must be current for all times during which you have an active Federal award or an application or plan under consideration by HUD.
3. Unique Entity Identifier
All entities doing business with the Federal government must use the UEI created in sam.gov. Application must include a valid UEI that is registered and active at www.sam.gov. Submission of an application with a UEI that does not match the organization name as registered in sam.gov will result in an ineligible application.
4. Match Requirements
This CoC Builds program requires cost sharing or matching. The subrecipient must match all grant funds with no less than 25 percent of funds or in-kind contributions from other sources. Cash match must be used for the costs of activities eligible under the CoC Builds program competition. The subrecipient may use funds from any source, including any other federal sources (excluding CoC program funds), as well as State, local, and private sources, provided that funds from the source are not statutorily prohibited to be used as a match. The subrecipient may use the value of any real property, equipment, goods, or services contributed to the project as match, provided that if the subrecipient had to pay for them with grant funds, the costs would have been eligible under the CoC Builds program competition. Before grant execution, services to be provided by a third party must be documented by a Memorandum of Understanding (MOU) between the subrecipient and the third party that will provide the services. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the subrecipient's organization. If the subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market. The MOU must establish the unconditional commitment, except for selection to receive a grant, by the third party to provide the services, the specific service to be provided, the profession of the persons providing the service, and the hourly cost of the service to be provided.
5. Coordinated Entry System (CES)
The CoC Program interim rule requires the use of the CoC's CES process.

6. **Housing First**
A Housing First approach is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.
7. **Fair Housing Act**
Subrecipients must comply with non-discrimination, fair housing, and equal opportunity regulations as described in 24 CFR 578.93 and 24 CFR 5.105 and the Fair Housing Act.
8. **Compliance with Violence Against Women Act (VAWA) Rule**
Per 24 CFR 578.99(j) & 24 CFR 5 Subpart L, all permanent and transitional housing for which Continuum of Care program funds are used for acquisition, rehabilitation, new construction, leasing, rental assistance, or operating costs must implement the requirements of VAWA for the protection of victims of domestic violence, dating violence, sexual assault, or stalking.
9. **Fair Market Rents (FMR)**
HUD is required to adjust awards for leasing, operating, and rental assistance line items based on changes to the FMR. Funds awarded for rental assistance will be adjusted in all new projects and renewal projects requesting the FMR will be adjusted by applying the FMR in effect at the time of application submission to HUD.
10. **Affirmative Marketing and Outreach**
The CoC Program interim rule at 24 CFR 578.93(c) requires recipients of CoC Program funds to affirmatively market their housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or disability who are least likely to apply in the absence of special outreach, and maintain records of those marketing activities. Housing assisted by HUD and made available through the CoC must also be made available to individuals and families without regard to actual or perceived sexual orientation, gender identity, or marital status in accordance with 24 CFR 5.105 (a)(2).
11. **Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)**
For construction or rehabilitation projects, applicants are required to provide employment and training opportunities for low- and very low-income persons, as well as contracting and other economic opportunities for businesses that provide economic opportunities to low- and very low-income persons.
12. **Uniform Guidance 2 CFR Part 200**
Applicants will be required to carry out all activities in accordance with federal laws, regulations, and guidance governing federal grants, including the Office of Management and Budget's Uniform Guidance 2 CFR Part 200.
13. **Experience**
Applicant must possess a minimum of three (3) years of experience working on new construction and/or rehabilitation projects similar to that of the proposed Project.

VI. APPLICATION SUBMISSION

A. General

1. All interested and qualified Applicants are invited to submit an Application for consideration. Submission of an Application indicates that the Applicant has read and understands the entire RFA, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFA have been resolved.

2. Applications must be received by the designated date and time. **Late or incomplete Applications will not be accepted.**
3. The Applicant acknowledges that its electronic signature is legally binding.
4. Applications must be submitted via email to HomelessRFP@hss.sbcounty.gov in the format described below. Applications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFA. The email subject line should read “CoC Builds RFA Application Submission” followed by the proposed Project’s name:

Subject: CoC Builds RFA Application Submission – Project Name

5. Applications must be completed in all respects as required in this section. An Application may not be considered if it is conditional or incomplete.

B. Application Format

Responses to this RFA must be in the form of an Application package, which must be submitted in the following format:

1. Presentation

Format the Application to fit on an 8-½ x 11 sheet of paper with margins of at least ¾ inches. Text should be single spaced and font size should be no smaller than 11 point. Each page, including attachments, must be clearly and consecutively numbered.

2. Cover Page

Use Attachment A as the cover page.

This form must be fully completed and signed by an authorized officer of the Applicant.

3. Table of Contents

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

4. Statement of Certification

Certify the following on Attachment B:

- a. A statement that the offer made in the Application is firm and binding for twelve (12) months from the Deadline for Applications.
- b. A statement that all aspects of the Application, including cost, have been determined independently, without consultation with any other Applicant (competitor) for the purpose of restricting competition.
- c. A statement that all declarations in the Application 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 Applicant agrees that all aspects of the RFA and the Application submitted shall be binding if the Application is selected and a Contract awarded.
- e. A statement that the Applicant agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Applicant’s ability to perform the Services as proposed.

- f. A statement that the Applicant, if selected will comply with all applicable rules, laws and regulations.
- g. A statement that the Applicant has reviewed the RFA 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 Attachment L – Project Application:

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

6. Licenses, Permits, and/or Certifications

Provide copies of all licenses, permits and/or certifications in Attachment C as required under Section X. TERMS AND CONDITIONS Paragraph A, 22.

7. Financials

Provide Applicant's Annual Report for the previous two (2) years. Applicant must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements (such as balance sheets and income statements for the most recent two (2) fiscal years) along with a certification from the Applicant's accountant that the information accurately reflects the Applicant's current financial status. If the Applicant is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the Applicant's current financial status. Financial statements can provide different levels of assurance regarding the overall accuracy and fairness of those statements. Financial statements audited by an independent certified public accounting (CPA) firm or registered public accounting firm using generally accepted auditing standards have the highest level of assurance. Independently prepared reviews and compilations usually provide limited and no assurance, respectively. Financial statements that are prepared by non-independent parties using a comprehensive basis of accounting other than full accrual provide an even lower level of confidence. A confidence level, based on the type of financial documents provided, will be factored into the overall score.

Confidence Levels:

- CPA Audited Financial Statements 100%
- CPA Reviewed Financial Statements 80%
- CPA Compiled Financial Statements 70%
- Income Tax Returns 60%
- Vendor Generated Financial Statements 50%

8. Project Team Organization Chart

Provide an organization chart illustrating the project team, and clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed project team.
- b. Company name and staff name for each role identified in the chart.
- c. Resumes of key personnel, including qualifications, education and project experience.

9. Project Description

The Application should include the following:

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

10. Implementation Schedule

Complete the Implementation Schedule tables in Attachment L – Project Application.

11. Certification Regarding Debarment or Suspension

Complete Attachment D.

12. Project Budget

Complete and include the Project Budget worksheet.

13. 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.

14. Former County Officials

Complete Attachment G.

15. Exceptions to RFA

Complete Attachment H.

16. Public Records Act Exemptions

Complete Attachment I – Public Records Act Exemptions if applicable.

17. Indemnification and Insurance Requirements Affidavit

Submit evidence of ability to insure as stated in Section X, Paragraph B – Indemnification and Insurance Requirements. Applicant must complete and submit Attachment J – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Applicant's insurance broker/agent.

18. Campaign Contribution Disclosure (SB 1439)

Complete Attachment K – Campaign Contribution Disclosure (SB 1439).

VII. EVALUATION

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

The evaluation process includes the criteria outlined in Exhibit C – Review. Additionally, the Financial Review scores will be used by the evaluation panel to evaluate if a Project should move forward.

The County may, at its sole discretion, create a shortlist of Applications 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 (1) or more Applicants.

The SBC CoC Grant Review Committee or SBC CoC members will make up the evaluation panel with responsibility for reviewing all Applications 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 RFA, evaluation worksheets for each Application, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the Applications. 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 Applicant(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 SELECTION

The County may require the potential Applicant(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 Applicant. Negotiations, if held, shall be within the scope of work in the RFA. If the contract negotiations take place in San Bernardino County, California, the Applicant will be responsible for its travel and per diem expenses of its personnel.

B. Failure to Negotiate

If the selected Applicant:

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 available for the Services; or
4. If the Applicant and the County, after a good faith effort, simply cannot come to terms;

Then the County may terminate negotiations with the Applicant initially selected and commence negotiations with the next highest rated Applicant.

C. Notice of Selection – Applicant Notification of Selection

After the completion of negotiations, a written or electronic Notice of Selection will be issued to all Applicants. The issuance date of the Notice of Selection is the date the Notice of Selection was delivered by email or into the care of the United States Postal Service for delivery to the Applicant.

D. Review of Financial Performance

As indicated in Section VII, Section B, financial information may be used to evaluate and select the Application(s) deemed to be in the County's best interest. Alternatively, at the County's sole discretion, the financial performance of the intended Contractor may be assessed prior to Contract award. Financial performance deemed unsatisfactory by the County may result in non-award or a recommendation for award to another Applicant(s). Financial analysis will consist of rating the liquidity, solvency, financial capacity, and level of assurance provided by the financial statements of each Applicant. A confidence level, based on the type of financial documents provided, will be factored into the overall score.

E. Award

If HUD awards CoC Builds program funds for the Project submitted in response to the NOFO, the Applicant will be required to enter into a formal Contract with the County. The contents of the Application of the successful Applicant 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 Application process prior to the award of the Contract, the Applicant raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. Applicant may appeal the recommended award or denial of award (Protest), provided the Protest:

1. Is submitted in writing.
2. Is submitted within ten (10) calendar days of the issuance date of the Notice of Selection.

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 RFA 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:

Pete Mendoza, Director
San Bernardino County
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

Upon receipt of the formal Protest, the Purchasing Agent, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Purchasing Agent it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Applicant 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 Purchasing Agent shall make a decision concerning the appeal, and notify the Applicant submitting the Protest, within a reasonable timeframe prior to the CoC Builds NOFO application deadline. The decision of the Purchasing Agent shall be deemed final.

Alternatively, at the Purchasing Agent's discretion, an Appeal Panel consisting of five (5) SBC CoC members appointed by the ICH Board shall hear the Protest. The Applicant will be provided reasonable notice of the time, date and location of the hearing. In the event that a protesting Applicant 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 (1) of the three (3) 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 RFA process that it is unfair to the Applicant or whether the valid grounds for the Protest are in the nature of harmless error and that the RFA process was fair to the Applicant. The Panel will not re-evaluate the Applications.

The Purchasing Agent shall notify the Applicant making the Protest of the decision, within a reasonable timeframe. The decision of the Appeal Panel shall be deemed final.

An Applicant 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 Applicant has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Application. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Applicant under this RFA. Upon exhaustion of this remedy no additional recourse is available.

X. TERMS AND CONDITIONS

If HUD awards CoC Builds program funds for the Project submitted in response to the NOFO, the Applicant will be required to enter into a formal Contract with the County. This RFA sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFA, Applicant will be deemed to have agreed to each clause unless the Application 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 RFA, or any exception thereto shall be waived

A. General

1. 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.

2. Contract Assignability

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

3. Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

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

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 Chief of Homeless Services 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 debarred, 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 work place, 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 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 Application 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. Reserved

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 subsection A.5 of this Section X.

For any subcontractor, Contractor shall:

- 34.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 34.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 34.3** 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.

35. 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.

36. Termination for Convenience

The County reserves the right to terminate the Contract for its convenience, with or without cause, 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.

37. Time of the Essence

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

38. 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.

39. **Reserved**

40. **Reserved**

41. **Fiscal Provisions**

- a. The maximum amount of reimbursement/payment under a 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.

42. **Prevailing Wage Laws**

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities,

costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Exhibits A and B, which are attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Exhibit A and the applicable general prevailing wage determinations in Exhibit B.

43. **Reserved**

44. **California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

45. **Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using a County approved form, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s Application to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors or Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

B. Indemnification and Insurance Requirements

1. **Indemnification**

“The 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 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 Indemnitees 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's indemnification obligation applies to the Indemnitee's 'passive' negligence but does not apply to the Indemnitee's 'sole' or 'active' 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 the 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 (1) 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

or

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.

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 – Project Budget Worksheet	
6.	Attachment F – References	
7.	Attachment G – Employment of Former County Officials	
8.	Attachment H – Exceptions to RFA	
9.	Attachment I – Public Records Act Exemptions	
10.	Attachment J – Indemnification and Insurance Requirements Affidavit	
11.	Attachment K – Campaign Contribution Disclosure (SB 1439)	
12.	Attachment L – Project Application	
13.	Financials (Two Years)	

Applicant Name: _____

Address: _____

Telephone No.: (_____) _____ FAX No.: (_____) _____

Email Address: _____

Federal Tax ID: _____

RFA Contact: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

By signing below, the individual acknowledges that he/she has the authority to bind the Applicant to the terms of the Application. The individual further acknowledges that he/she has read and understands the RFA, the contents of the Application 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.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the Application is firm and binding for twelve (12) months from the date the Application is opened.		
2.	All aspects of the Application, including cost, have been determined independently, without consultation with any other Applicant or competitor for the purpose of restricting competition.		
3.	All declarations in the Application 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.	Applicant agrees that all aspects of the RFA and the Application submitted shall be binding if the Application is selected and a Contract awarded.		
5.	Applicant agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Applicant's ability to perform the Services as proposed.		
6.	Applicant, if selected will comply with all applicable rules, laws and regulations.		
7.	The RFA has been reviewed in its entirety and Applicant 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 Applicants submitting a response to this RFA:

1. The Applicant certifies, to the best of its knowledge and belief, that neither the Applicant 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 nonprocurement 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).
2. The Applicant certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Application, 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 nonprocurement 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).
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 Applicant shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Applicant 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 Applicant 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 RFA for default.
6. Applicant affirms that neither it, nor any subcontractor listed in the Application, has any recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.
7. Applicant also certifies that if it or any of the subcontractors listed in the Application 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.

Initial _____

ATTACHMENT E – PROJECT BUDGET

Include completed Project Budget Worksheet as part of the Application submission.

Note: HUD will award no more than 20 percent of the total funds for use in project-based rental assistance, operating costs, or supportive services. Project administrative costs are capped at 10 percent of the total budget. The Administrative Entity reserves the right to retain a portion of the final award for administrative costs for efforts including funding coordination, contracting, program monitoring and oversight, data collection and evaluation, and reporting.

ATTACHMENT F - REFERENCES

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

Provide a minimum of three (3) references.

*Enter "**Present**" if still providing the services (Example: 10/08/13 - present).

ATTACHMENT H – EXCEPTIONS TO RFA

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFA in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFA, 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

APPLICANT NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

Applicant requests that specific portions of the contents of this Application 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 Application 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 APPLICANT'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE APPLICANT MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE APPLICATION.**

I, the undersigned (Please check one box) underwriter agent/broker, certify that I and the Applicant listed below have jointly reviewed the "Insurance Requirements" in this Request for Applications (RFA). If the San Bernardino County ("County") awards the Applicant the Contract for this project, I will be able—within fourteen (14) calendar days after the Applicant 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	

_____	_____
Applicant's Name	County RFA 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
_____	_____
Cyber Liability	Pollution Liability

Sexual Abuse Liability	

[NOTE TO APPLICANT: 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 Applicant submits to the County do not fully comply with the Insurance Requirements, and/or if the Applicant fails to submit the forms within the 14-day time limit, the County may: (1) declare the Applicant's Application non-responsive, and (2) award the Contract to the next highest ranked Applicant.
If you have any questions about the Insurance Requirements, please contact San Bernardino County - Risk Management Department, via e-mail Insurance.Questions@rm.sbcounty.gov (Please provide name of RFA with your email question(s)).



Attachment K Campaign Contribution Disclosure (SB 1439)

APPLICATION INFORMATION

Request for Applications Title: _____

Request for Applications Number: _____

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Applicants must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Applicant: _____
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
- Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
- _____
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Applicant:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9.

Yes If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By submitting this Application, Applicant certifies that the statements made herein are true and correct. Applicant understands that the individuals and entities listed in Question Nos. 1- are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

ATTACHMENT L PROJECT APPLICATION

Statement of Experience and Qualifications

1. Legal name of Business:

2. Type of legal entity (such as corporation, partnership, etc.):

3. Entity number (if Applicant is a business entity that must be registered with the California Secretary of State):

4. Number of years the Applicant has been in business under the present business name, as well as related prior business names:

5. Does the Applicant have any commitments or potential commitments that may impact the Applicant's ability to perform, if awarded.
 Yes
 No
If yes, please explain:

Project Type

- New construction
 Rehabilitation

SBC CoC Region (select all that apply)

- Central Valley
 Desert
 East Valley
 Mountain
 West Valley

Project Site

Street Address: _____

City: _____

Site Control

- Yes
 No

****Applicant must have site control. Inability to provide proof of site control will be considered grounds for Project non-selection.***

Project Description

This section of the Application should include a detailed description of the proposed Project, its purpose, and its beneficiaries. Consider items addressed under Section V. Scope of Work in the Project description. Projects will be expected to utilize the local CES and serve participants from all regions of the county. Include an explanation of any assumptions or constraints.

Project Unit Number and Square Footage

Total number of units:	
Total square footage of all residential units (excluding managers' units):	
Total interior amenity space square footage:	
Total common area square footage:	
Total parking structure square footage:	
*Total square footage of all project structures:	

**equals: "total square footage of all residential units" + "total interior amenity space square footage" + "total common area square footage" + "total parking structure square footage"*

Total Project Cost per Unit

\$

Development Experience

Include a description of the Applicant's development experience and qualifications as it relates to proposed Project. Applicant may list up to four (4) projects demonstrating development experience with projects of a similar scope and scale as the proposed Project:

Leveraging Experience

Include a description of the Applicants experience leveraging resources substantially similar to the funds being proposed under the HUD CoC Builds NOFO. Examples of resources that will be considered include Low Income Housing Tax Credits, HOME Investment Partnerships Program, Community Development Block Grant, Section 108, Section 202, and Section 811.

Managing Homeless Projects

Include a description of the Applicant's and/or subrecipient's experience administering housing projects for individuals and families experiencing homelessness where one member of the household has a disability. Include experience managing at least four (4) properties and include how you:

- Determined the amount of rent to charge based on unit size,
- Addressed participant complaints,
- Worked with other service organizations that may place participants in the units, and
- Maintained the properties.

Project Supportive Services

Identify the supportive services that will be provided to program participants to remain permanently housed and self-sufficient and identify who will be responsible for the provision of the supportive services. Also, describe the methods of transportation that will be available for program participants to travel to doctor appointments, recreation, public services (e.g., post office, library), shopping, other services, etc.

Coordination with Housing Providers, Healthcare Organizations, and Social Service Providers

Identify how the project is leveraging non-CoC funded housing resources through coordination with housing providers, healthcare organizations, and social service providers for new construction, acquisition, and rehabilitation to provide at least 50 percent of the amount being requested in the application, or how the project

is leveraging non-CoC funded housing resources to provide subsidies for at least 25 percent of the units that are proposed in the application.

Required Approvals Necessary to Begin Construction

	Project and Site Information
Current Land Use Designation	
Current Zoning and Maximum Density	
Proposed Zoning and Maximum Density	
Subject to any affordable housing ordinances?	
Building Height Requirements	
Required Parking Ratio	
Total Number of Parking Spaces	

Implementation Schedule

Complete the table below and specify when construction will be completed and when program participants will move in.

Activity		Actual or Scheduled Month / Year
Site	Environmental Review Completed	
Local Permits	Conditional Use Permit	
	Variance	
	Site Plan Review	
	Grading Permit	
	Building Permit	
	Other:	
Construction Financing	Loan Application	
	Enforceable Commitment	
	Closing and Disbursement	
Permanent Financing	Loan Application	
	Enforceable Commitment	
	Closing and Disbursement	

Construction Financing

List All Projected Sources Required to Complete Construction.

Name of Lender	Type of Source	Term (months)	Amort. Term (months)	Interest Rate	Fixed/ Variable	Lien Position	Required Payment	Amount of Funds
1)								
2)								
3)								
4)								
5)								
6)								
7)								
8)								
9)								
10)								
11)								
12)								
Total Funds for Construction:								

Narratives

Submit narrative responses for each of the following equity requirements. Each narrative should be no more than two (2) pages.

- **Advancing Racial Equity**
 - An analysis of the racial composition of the persons or households who are expected to benefit, directly or indirectly, from your proposed award activities;
 - Identification of any potential barriers to persons or communities of color equitably benefiting from your proposed award activities;
 - Steps you will take to prevent, reduce, or eliminate these barriers; and
 - Measures in place to track your progress and evaluate the effectiveness of your efforts to advance racial equity in your award activities.
- **Affirmative Marketing and Outreach**
 - Any outreach or marketing conducted under a HUD award must be conducted broadly throughout the local area and nearby areas and targeted to reach any eligible persons in demographic groups that would be unlikely or least likely to be aware of the benefits of a HUD award absent such efforts, or entities that serve such groups. Such demographic groups may include, for example, Black and Brown persons or communities, individuals with limited English proficiency, individuals with disabilities, or families with children. Strategies for affirmative marketing or outreach include outreach through community contacts or service providers or at community centers serving the target population; and marketing on websites, social media channels, television, radio, and print media serving local members of the targeted group. Applicants must submit a narrative describing the affirmative marketing/outreach activities that will be conducted if you are selected for a HUD award.
- **Experience Promoting Racial Equity**
 - In accordance with Executive Order 13985, Executive Order On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Executive Order 14091, Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, and Federal fair housing and civil rights laws, your application must demonstrate that the applicant has the experience and/or the resources to effectively address the needs of underserved communities, particularly Black and Brown communities. This may include experience successfully working directly with such groups, experience designing or operating programs that equitably benefit such groups, or experience successfully advancing racial equity in other ways. This may also include experience soliciting, obtaining, and applying input from such groups when designing, planning, or implementing programs and activities.
- **Affirmatively Furthering Fair Housing**
 - The application must discuss how the applicant will carry out the proposed activities in a manner that affirmatively furthers fair housing in compliance with the Fair Housing Act and its implementing regulations and how applicants will meet the requirements of the definition of affirmatively furthering fair housing at 24 CFR 5.151. Specifically, applicants should describe how their proposed NOFO activities will meaningfully: (1) address significant disparities based on protected class in unmet housing needs (2) address disparities based on protected class in access to opportunity (3) address segregation and promoting integration (4) transform racially or ethnically concentrated areas of poverty into well-resourced areas of opportunity without displacing existing residents, and/or (5) foster and maintain compliance with civil rights and fair housing laws.

EXHIBIT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through

either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid Application (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

- 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:
- “A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid Application, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.
- (a) To qualify for registration under this section, a contractor shall do all of the following:
- (1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
- (B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.
- (2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:
- (A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.
- (B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
- (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
- (D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- (E) The contractor has not bid on a public works contract, been listed in a bid Application, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:
- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure

to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid Application, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid Application submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid Application, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid Application shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid Application submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

d. Labor Code section 1771.4 states the following:

“a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
- i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice*.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

EXHIBIT B
GENERAL PREVAILING WAGE DETERMINATIONS

EXHIBIT C
Review Criteria

Threshold (Pass/Fail)

- Is the Application complete? Incomplete Applications will not be considered. Please ensure that all attachments are completed prior to submission.
- Does the Project meet the requirements of the CoC Builds NOFO and this RFA? Applicants must ensure that proposed Project is eligible for funding and complies with the requirements set forth in the CoC Builds NOFO and this RFA.
- Does the Applicant have site control? Only Projects for Applicants with site control will be considered under this RFA.
- Will the Applicant participate in the local CES? Participation in the local CoC's CES is required of all programs that receive HUD CoC funding.

Development Experience and Leveraging (24 points)

- Projects will receive points to the extent they can list up to four (4) projects demonstrating that the applicant, developer, and any subrecipients have development-related experience with other projects that have a similar scope and scale as the proposed Project. (Up to 12 points)
- Projects will receive points to the extent they can list up to five (5) committed leverage source for development costs and examples demonstrating that the applicant, developer, and any subrecipients have experience leveraging resources substantially similar to any proposed sources that are not yet committed. List up to five (5) sources with up to three (3) examples of prior experience each. (Up to 12 points)

Managing Homeless Projects (12 points)

- Projects will receive points to the extent they can list up to four (4) similar properties demonstrating their experience managing up to four (4) similar properties for this population that at a minimum includes how they determine the amount of rent to charge based on unit size, addressing program participant complaints, working with other service organizations that may place program participants in the units, and maintaining the properties. (Up to 4 points)
- Projects will receive points to the extent they, subrecipients, or other partners will provide project participants with case management (for the duration of their residence, if the project is a transitional housing or PHS, in accordance with 24 CFR 578.53) and up to four (4) other appropriate services for assisting clients to remain permanently housed and self-sufficient. Given the needs of the population targeted, case management should occur at least weekly. (Up to 4 points)
- Project will receive points to the extent they demonstrate how project participants. (Up to 4 points)

Implementation Schedule (12 points)

Points will be awarded based on whether:

- The development schedule is complete and has all necessary elements, including a concrete timetable for development milestones. (Up to 8 points)
- The Applicant commits that the project will be ready for occupancy within 36 months of award. (4 points)

Coordination with Housing Providers, Healthcare Organizations, and Social Service Providers (10 points)

- Extent to which the Applicant demonstrates either that:
 - The project is leveraging non-CoC funded housing resources through coordination with housing providers, healthcare organizations, and social service providers for new construction, acquisition, and rehabilitation to provide at least 50 percent of the amount being requested in the application, or (Up to 10 points)
 - The project is leveraging non-CoC funded housing resources to provide subsidies for at least 25 percent of the units that are proposed in the application. (Up to 10 points)

Project Supportive Services (10 points)

- Extent to which the Applicant demonstrates that the Project will provide access to housing resources such as supportive services, home-based and long-term services and supports, primary and medical care, behavioral health, substance use disorder treatment and recovery, and other supportive services. (Up to 5 points)
- Extent to which the program participants will have access to transportation for travel to doctor appointments, recreation, public services, (e.g., post office, library), shopping, other services, etc. (Up to 5 points)

Racial Equity and Fair Housing Narrative Responses (12 points)

- The Applicant has demonstrated experience soliciting, obtaining, and applying input from underserved groups when designing, planning, and implementing housing projects. (Up to 12 points)

Financial Review (up to 21 points)

- The Rating Score resulting from the Financial Review will be incorporated into the overall scoring.