

San Bernardino County Continuum of Care (CoC) FY 2025 Domestic Violence (DV) Bonus, CoC Bonus and Reallocation Projects Request for Applications (RFA)

The San Bernardino County Office of Homeless Services (OHS), on behalf of the San Bernardino City and County Continuum of Care (CoC), is requesting applications from nonprofit and local government organizations to develop new housing and supportive services projects that align with the U.S. Department of Housing and Urban Development (HUD) FY2025 Continuum of Care (CoC) Program Competition. Applications will be submitted to HUD as part of the County's consolidated CoC application process.

This RFA is issued in accordance with the HUD FY2025 CoC NOFO, which reflects a significant shift in federal homelessness policy. The CoC encourages applications that prioritize treatment, recovery, transitional housing, and employment-focused services.

The FY 2025 CoC Competition and Youth Homeless Demonstration Program Grants NOFO may be accessed at the following link: [HUD NOFO FY 2025](#) and is incorporated herein by this reference. Successful applicant(s) will submit an application in HUD's electronic CoC Program Application and Grants Management System (known as "e-snaps") that will be submitted with the CoC Consolidated Application to HUD.

Eligible Project Types

Applicants may apply for funding under the following categories:

- Transitional Housing (TH)
- Joint Transitional Housing and Rapid Rehousing (TH-RRH)
- Supportive Services Only – Coordinated Entry (SSO-CE)
- Permanent Housing – Rapid Rehousing (PH-RRH) *(only if paired with treatment/recovery services)*
- Dedicated HMIS Projects *(for HMIS Lead or comparable databases for victim service providers)*

Goals and Objectives

1. Ending the Crisis of Homelessness on Our Streets

The number of people experiencing unsheltered homelessness is at an all-time high. People living on the streets and in encampments have high rates of substance use disorder and mental illness. According to a nationwide study, 75% of people experiencing unsheltered homelessness report a substance use disorder and 78% report a mental health condition. The study found that substance use disorder contributed to the loss of housing for 50% of the unsheltered population, and mental health conditions contributed to loss of housing for 51% of the population.

CoCs should direct resources towards outreach, intervention, and assistance that helps people regain self-sufficiency. Consistent with Executive Order 14321 "Ending Crime and Disorder on America's Streets," CoCs should work with law enforcement, first responders, and their state and local governments to reduce encampments, public camping, and public drug use in order to address barriers to maintaining housing and increasing self-sufficiency.

2. Prioritizing Treatment and Recovery.

CoCs should prioritize projects that provide the treatment and services people need to recover and regain self-sufficiency including on-site behavioral health treatment, robust wraparound supportive services, and participation requirements. This NOFO devotes resources to Transitional Housing programs and Supportive Service Only projects with the goal of improving health and long-term economic independence for the homeless. HUD encourages CoCs to utilize the full array of mainstream programs and local and private resources to provide housing and healthcare needed to maintain safe and stable housing.

3. Advancing Public Safety

Safety and security for all members of the public, especially those living unsheltered, is essential to promoting a community-wide commitment to the goal of ending homelessness. CoCs should cooperate with law enforcement to advance public safety for the entire community impacted by homelessness. No one should sleep outside on the street or

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in dangerous encampments, and everyone should be able to enjoy public spaces safely. HUD encourages CoCs to assist in preventing and minimizing the stress associated with living on the streets or in encampments, especially for women and youth that are the victims of sexual assault and trafficking. Unchecked public camping and public illicit drug use inhibit nonprofit providers and local government from effectively addressing homelessness.

First responders are critical partners in engaging people into treatment and services and protecting public order and vulnerable individuals experiencing homelessness. In *Grants Pass v. Johnson*, the Supreme Court of the United States upheld the authority of local governments to prohibit public camping.

4. Promoting Self-Sufficiency.

One of the primary purposes of the CoC Program is to optimize self-sufficiency. CoCs should partner with workforce development centers, employers, childcare, and other supportive service providers to increase employment and employment income for program participants. CoCs should prioritize projects that help lead to long-term economic independence for individuals and families to exit homelessness and prevent future returns to homelessness.

5. Improving Outcomes.

CoCs should review all projects eligible for renewal under this NOFO to determine their effectiveness in reducing homelessness and increasing self-sufficiency. CoCs should prioritize projects that promote self-sufficiency, increase employment income over government assistance, and promote treatment and recovery.

This NOFO includes several options to help CoCs improve their effectiveness, including reallocation, expansion, and transition grants, and CoCs should take advantage of these options to expand the pool of providers, including faith-based providers, and improve the overall performance of the CoC.

6. Minimizing Stress.

One of the purposes of the CoC program is to minimize the stress associated with homelessness. CoCs should encourage providers to provide stress reduction care and ensure participant safety in programs, especially for youth and survivors of domestic violence, dating violence, sexual assault, and stalking. Women experiencing homelessness or domestic violence should have access to safe, single-sex spaces and other considerations for personal privacy (24 CFR 578.93(b)).

Funding Availability

CoC Bonus Projects \$4,992,841

DV Bonus Projects \$2,496,420

Potential Reallocation \$13,594,174

IMPORTANT - Applicants interested in applying in response to the San Bernardino County CoC FY 2025 CoC Bonus and CoC DV Bonus RFA must prepare the application when it is available in e-snaps. E-snaps is the electronic CoC Program Application and Grants Management System that HUD's Office of Special Needs Assistance Programs (SNAPS) uses to support the CoC Program funding application and grant awards process for the CoC Program. Applicants must prepare the project application in e-snaps, create a PDF version of the e-snaps application and submit the PDF version of the application and attachments to homelessrfp@hss.sbcounty.gov.

NEW TO E-SNAPS? Detailed instructions on how to create an account in e-snaps and access a Project Application in e-snaps can be found at the following link: <https://www.hudexchange.info/programs/e-snaps/> The CoC strongly encourages agencies that do not have an account in e-snaps to create an account in e-snaps even if the CoC Project Application has not yet been made available in e-snaps.

The local deadline for electronic submission of the e-snaps PDF Application and attachments is no later than **2:00 p.m. (PDT) on Monday, December 15, 2025**. Applicants must prepare their application in e-snaps, create a PDF version of the e-snaps application and submit the PDF version of the application and attachments to homelessrfp@hss.sbcounty.gov by **2:00 p.m. (PDT) on Monday, December 15, 2025**.

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- I. New Projects created through the CoC Bonus or Reallocation process. – An agency may apply for funding up to \$4,992,841 for New CoC Bonus projects.** Projects created through the CoC Bonus or Reallocation (if applicable) must meet the project eligibility and project quality threshold requirements as outlined in the FY2025 HUD CoC Competition NOFO.

The following project components are eligible for New CoC Bonus Projects:

- SSO Projects
- Transitional Housing (TH)
- PH-PSH projects
- PH-RRH projects
- Dedicated HMIS project for the costs at 24 CFR 578.37(a)(4) that may only be carried out by the HMIS Lead, which is the recipient or subrecipient of an HMIS grant and is listed on the HMIS Lead form in the CoC Applicant Profile in e-snaps. Additionally, if the CoC has organizations within its geographic area that are victim service providers, the HMIS Lead, or subrecipient, may request HMIS funds for a comparable database. Victim service providers may also request HMIS funds in their project application budgets to enter data into a comparable database
- Supportive services only coordinated entry (SSO-CE) project to develop or operate a centralized or coordinated assessment system.

- II. New Projects created through the DV Bonus or DV Reallocation process – An agency may apply for funding up to \$2,496,420 for new DV Bonus projects.** Projects created through the DV Bonus or Reallocation (if applicable) must meet the project eligibility and project quality threshold requirements established by HUD in the FY2025 HUD CoC Competition NOFO.

The following project components are eligible for New DV Bonus projects:

- SSO-Coordinated Entry
- Rapid Re-housing (PH-RRH)
- Transitional Housing (TH)

III. Expansion Projects

HUD will allow project applicants to apply for new expansion projects to expand existing projects to increase the number of units, persons served, services provided to existing program participants, or to add additional activities to HMIS and SSO-CE projects.

An agency may apply for funding up to **\$4,992,841** if the New Expansion Project is created through the CoC Bonus. See Section I of this RFA for a list of eligible program components.

An agency may apply for funding up to **\$2,496,420** if the New Expansion Project is created through the DV Bonus Project. See Section II of this RFA for a list of eligible program components.

Project applicants intending to submit new project applications for the purpose of expanding an eligible renewal in the CoC Program must:

- Enter the grant number of the eligible renewal project, proposed for expansion, in the new project application,
- Indicate how the new project application will expand units, beds, services, persons served, or services provided to existing program participants, or in the case of HMIS or SSO-Coordinated Entry projects, how the current activities will be expanded for the CoC's geographic area, and

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- Ensure the funding request for the expansion grant is within the funding parameters allowed under reallocation (if applicable), CoC Bonus, or DV Bonus available amounts.

The new expansion project applications must meet the project eligibility and project quality thresholds in V.A.4.a and V.A.4.b of the FY2025 HUD CoC Competition NOFO and must be for the same component as the project being expanded. Additionally, the renewal project being expanded must have an expiration date in CY 2026.

If a project application does not meet the following requirements, or if the renewal project the new project application is proposing to expand is not selected for award, HUD will review the new expansion project and will consider it as a standalone project during the selection process provided that the project is feasible on its own with its requested funding and provided it passes project eligibility and project quality threshold requirements.

If both the new expansion project and the renewal project it expands are conditionally selected for funding, one grant agreement incorporating both approved project applications will be executed.

The following limitations apply to expansion grant applications:

(a) If the new expansion project exceeds the amount of funding available to the CoC under the reallocation or Bonus processes, HUD will reduce the funding request for the new expansion project to the available amount, which could affect the activities of the new expansion project.

(b) HUD will not fund expansion applications that include requests for capital costs (i.e., new constructions, rehabilitation, or acquisition) and will only allow 1-year funding requests.

(c) Recipients cannot apply to expand a project included in a grant consolidation during the same funding year. If an applicant applies to expand a project included in a grant consolidation, HUD may consider the expansion project for funding if it meets all the requirements of a new standalone project.

If an expansion grant is recommended to HUD by the CoC, project applicants must submit separate renewal and new project applications, and both must be ranked by the CoC with unique rank numbers.

IV. Matching Funds

A competitive application should include at least 25% match funds from sources outside of the grant's funding request. The recipient or subrecipient must match all grant funds, except for leasing funds, with no less than 25 percent of funds or in-kind contributions from other sources. 24 CFR 578.73

V. Application Requirements

E-snaps is the electronic CoC Program Application and Grants Management System that HUD's Office of Special Needs Assistance Programs uses to support the CoC Program funding application and grant awards process for the CoC Program. All CoC New Project Applications created in response to this RFA must be completed **but not submitted** in e-snaps (**do NOT select the "Submit" button**). **Instead, the CoC New Project Application must be exported from e- snaps as a PDF copy.**

A separate CoC New Project Application for the CoC Bonus, New Expansion and Reallocation Project is required. An agency may not apply for the DV Bonus, CoC Bonus, New Expansion and Reallocation Project on the same CoC New Project Application document.

VI. Application Submission

Submit the PDF copy of the completed CoC New Project Application created via e-snaps and attachments to the Office of Homeless Services at homelessrpf@hss.sbcounty.gov. CoC New Project Applications submitted on or before the submission due date noted in Section IX in this document will be reviewed by the San Bernardino County City and County CoC Grant Review Committee (GRC). The GRC will make final

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recommendations to the San Bernardino City and County CoC for submission to HUD.

VII. DV, CoC Bonus, and Reallocation Scoring Guidelines

The San Bernardino County CoC 2025 - DV Bonus, CoC Bonus, and Reallocation Projects Scoring Guideline can be accessed at the San Bernardino County Homeless Partnership (SBCHP) website at the following link: <https://sbchp.sbcounty.gov/coc-grants/>.

Scoring & Minimum Threshold: All RFA submissions will be evaluated using the HUD CoC scoring guide. **Please note that a minimum threshold of 70 points** is required for consideration. Applications scoring below this threshold will not be recommended for funding. Providers are encouraged to review the scoring criteria carefully to ensure alignment with HUD priorities and maximize competitiveness.

VIII. Application Deadline

A separate Project Application, PDF version created in e-snaps, for each project must be submitted to HomelessRFP@hss.sbcounty.gov no later than **Monday, December 15, 2025 by 2:00 p.m.** to be considered for recommendation to the San Bernardino City and County CoC by the GRC.

IX. 2025 RFA Submission Timeline:

San Bernardino County CoC 2025 DV, CoC Bonus and Reallocation Program Announcement and RFA is released	Wednesday, November 26, 2025
San Bernardino County CoC 2025 DV, CoC Bonus and Reallocation Bidders Conference: <ul style="list-style-type: none"> Attendance is optional. Please RSVP by email to: HomelessRFP@hss.sbcounty.gov Please note "DV and CoC Bonus Bidders Conference RSVP" in the subject line. Include your name, phone number, and email address in the body of the email. 	December 2, 2025 1:00 p.m. – 1:45 p.m.
Questions - Deadline for submission of questions	*December 5, 2025 at 2:00 p.m. Submit Questions to: homelessrfp@hss.sbcounty.gov
Questions and Answers will be posted as an Addendum to the San Bernardino County Homeless Partnership (SBCHP) website at the following link: https://sbchp.sbcounty.gov/	* December 10, 2025 Time: 2:00 p.m.
Deadline for Electronic Submission for all CoC New Project Applications created in response to this RFA: <ul style="list-style-type: none"> Type "2025 CoC Project Application" in the subject line. Include your name, phone number, and email address in the body of the email. 	*Date: December 15, 2025 Time: 2:00 p.m. (PDT) Submission: homelessrfp@hss.sbcounty.gov

*All dates are subject to change as deemed necessary by the OHS.

X. Appeal Process

In the event an appeal arises concerning the application prior to the recommendation to the San Bernardino City and County CoC, the applicant raising the appeal shall submit a request for resolution in writing to the OHS. Applicant may appeal the recommendation being made to the San Bernardino City and County CoC to the GRC or an Ad Hoc Committee, provided the Appeal is submitted:

1. In writing
2. Submit the appeal via email to the OHS @ HomelessRFP@hss.sbcounty.gov on or before **3:00 on**

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Thursday, December 18, 2025.

3. Please note “**Appeal - DV Bonus and CoC Bonus Projects Request for Applications**” in the subject line of the email.

An Appeal can only be brought on the following grounds:

1. Failure of OHS 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.

Appeals will not be accepted for any other reasons than those stated above.

Upon receipt of the formal Appeal, the GRC or Ad Hoc Committee will attempt to resolve the Appeal. An Appeal shall be disallowed when, in the judgment of the GRC or Ad Hoc Committee, 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 GRC or Ad Hoc Committee shall decide concerning the appeal and notify the applicant submitting the Appeal within a reasonable timeframe prior to the tentatively scheduled date for the recommendation to the CoC Board on **December 22, 2025**. The decision of the GRC or Ad Hoc Committee shall be deemed final.

Alternatively, an appeal panel consisting of the GRC, or an Ad Hoc Committee shall hear the Appeal. The appeal hearing will be tentatively held on **December 19, 2025, at a Special Meeting**. If an appealing applicant does not appear at the Appeal hearing as scheduled, the Appeal 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 five (5) affirmative votes: 1) whether the Appeal was submitted timely; 2) whether the Appeal is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Appeal 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 Appeal has so tainted the RFA process that it is unfair to the applicant or whether the valid grounds for the Appeal 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 GRC or Ad Hoc Committee shall notify the Applicants making the Appeal of the decision within a reasonable timeframe prior to the recommendation to the CoC Board tentatively on **December 22, 2025**. The decision of the Appeal Panel shall be deemed final.

An Applicant appealing the results of any of the processes described herein must follow the procedures set forth. By submitting a “Letter of Intent to Appeal”, the Applicant has agreed that the appeal procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this application. Applicants that do not follow these procedures shall not be considered. The appeal procedures constitute the sole administrative remedy available to the Applicant under this RFA. Upon exhaustion of this remedy no additional recourse is available.

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XI. HUD Appeals Process

See Section VII. Appeals of the FY 2025 CoC NOFO. The FY 2025 CoC NOFO can be accessed at the following link: [HUD NOFO FY 2025](#).

XII. Modifications:

The County reserves the right to issue addenda if the County considers that additional clarifications are needed.

XIII. Projects Recommended for Funding:

Agencies recommended for funding by San Bernardino City and County CoC will be required to attend a mandatory final review meeting with OHS staff. The authorized representative must have a strong knowledge of the application and the authority to revise the approved project to strengthen the CoC's overall score. During this process OHS staff and the agency representative(s) will work together to clarify, finalize and enter project information into e-snaps for inclusion in the CoC application to HUD. OHS will notify the authorized representative identified by the agency of all subsequent submission requirements and meeting dates and locations.

The issuance of any award under this Request for Applications (RFA) is contingent upon the availability of funds provided by the U.S. Department of Housing and Urban Development (HUD) through the FY2025 Continuum of Care Program Competition. If approved for funding, the applicant will receive the award directly from HUD as part of the CoC Program's competitive grant process.

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ATTACHMENT A

Additional Terms and Conditions

- **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 Annette Florez Annette.Florez@hss.sbcounty.gov or Claudia Doyle Claudia.Doyle@hss.sbcounty.gov no later than **ten (10)** days prior to the Deadline for Electronic Submission.

- **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 **December 5, 2025, by 2pm** prior to the deadline for submission of questions or at least ten (10) calendar days before the Deadline for Electronic Submission (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 Annette Florez Annette.Florez@hss.sbcounty.gov or Claudia Doyle Claudia.Doyle@hss.sbcounty.gov prior to the deadline for submission of questions or at least ten (10) calendar days before the Deadline for Electronic Submission (whichever occurs last).

- **Right of Rejection**

Applications must comply with all of the terms of the RFA, and all applicable local, state, and federal laws, codes, and regulations. Any Application may be rejected that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFA. Further, 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 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:
 - Do not affect responsiveness;
 - Are merely a matter of form or format;
 - Do not change the relative standing or otherwise prejudice other offers;
 - Do not change the meaning or scope of the RFA;
 - Are trivial, negligible, or immaterial in nature;
 - Do not reflect a material change in the work; or
 - 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 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

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terminate this RFA process at any time.

- **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 §7290.000). All application information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, all applications 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 in writing with its application. 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 as “Confidential,” Applicant represents that it has a good faith belief that such portions are exempt from disclosure under the 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.

- **Employment of Former County Officials**

Information must be provided 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. 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.

- **Iran Contracting Act of 2010**

In accordance with Public Contract Code section 2204(a), the Applicant certifies that at the time the application is submitted, 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,

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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.

- **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 requested 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 to disclose 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.

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

Applicant certifies 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 the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). 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.

- **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.

- **Prevailing Wage Laws.** Applicant 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, Applicant agrees to fully comply with such Prevailing

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Wage Laws. Applicant 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 Applicant's principal place of business and at the project site. Applicant 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. Applicant 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.

- **Indemnification and Insurance Requirements**

- Applicant will agree to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- **Additional Insured**
All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- **Waiver of Subrogation Rights**
The Consultant 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 Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. The Consultant 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**
Consultant 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 Consultant and County or between the County and any other insured or additional insured under the policy.
- **Proof of Coverage**
Consultant 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

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certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this Contract, Consultant 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 Consultant or County payments to the Consultant(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. Consultant 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.

- **Insurance Specifications**

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

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

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▪ **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 Consultant and all risks to such persons under this Contract.

If Consultant 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**

Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of Consultant 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:

- Premises operations and mobile equipment.
- Products and completed operations.
- Broad form property damage (including completed operations)
- Explosion, collapse and underground hazards.
- Personal Injury
- Contractual liability
- \$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 Consultant is transporting one or more non-employee passengers in performance of Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Consultant 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.

- 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

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or “tail” coverage provided for a minimum of five (5) years after Contract completion.

- **if applicable** **Abuse/Molestation Insurance** – Consultant shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
- **if applicable** **Cyber Liability Insurance**
Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.