Request for Application No. 26-02
Housing and Homelessness Incentive Program
Continuum of Care

San Bernardino County
Office of Homeless Services
560 East Hospitality Lane, Suite 200
San Bernardino, CA 92415-0044
November 12, 2026

II. INTRODUCTION

A. Purpose

The San Bernardino County (County) Office of Homeless Services, hereafter referred to as OHS, designated by the San Bernardino City and County Continuum of Care (SBC CoC) as the Administrative Entity, is seeking Applications from interested and qualified Applicants to provide services under the Housing and Homelessness Incentive Program (HHIP). HHIP is a statewide voluntary program in which Managed Care Plans (MCPs) work at the county level with local community stakeholders in building partnerships with social service providers and homeless systems of care. MCPs will pass through the HHIP funds to local partners by investing in work with local organizations that are leading housing- and homeless-related efforts.

An initial stage of HHIP required MCPs to file an Investment Plan with the state which demonstrated a roadmap for achieving program goals and targets. Locally, the Inland Empire Health Plan (IEHP), in consultation with the County and SBC CoC, developed an Investment Plan that allocates $10 million across five investment areas, in which the ultimate intent is to improve health outcomes and access to whole-person care services by addressing housing insecurity and instability as social determinants of health for the Medi-Cal population (Members).

B. RFA Contact

Questions regarding this RFA shall be directed to the RFA Contact identified below or electronically to HomelessRFP@hss.sbcounty.gov:

San Bernardino County
Office of Homeless Services
Attn: Claudia Doyle, Program Specialist II
560 East Hospitality Lane, Suite 200
San Bernardino, CA 92415-0044
(909) 501-0610 Phone
Email: Claudia.Doyle@hss.sbcounty.gov

Completed Applications must be submitted electronically via email to the address: HomelessRFP@hss.sbcounty.gov by the specified deadline.

C. Budget

Inland Empire Health Plan (IEHP) has partnered with the County to provide an estimated $10,000,000 for HHIP SBC CoC funding. Of this amount, **$3,438,756.00 has been reallocated** and is available to support the following two areas in which HHIP funds may be invested: Category 1: Continuum of Care (CoC) Support in an amount up to $438,756.00, and Category 5: Permanent Supportive Housing in the amount up to $3,000,000.00.

D. Contract Term

Services to be provided under this Request for Applications (RFA) are described in Section V, Scope of Work. The anticipated contract term will begin upon full execution of the contract agreement and continue through December 31, 2027. The Contract terms may vary based on the scope of the proposed project and amount of funding awarded. The tentative contract award is anticipated in April 2027. Upon notification of the recommended award, contract development will begin, with contract execution anticipated in April 2027.

E. Reserve

F. Assistance to Applicants with 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, November 12, 2026
Bidders Conference	Thursday, November 19, 2026 at 3:00 PM (PST)
Deadline for Submission of Questions	Tuesday, November 24, 2026 by 4:00 PM (PST)
Deadline for Applications	Thursday, December 17, 2026 By 4:00 PM (PST)
Date for Tentative Contract Award	April 2027

A. Bidders Conference:
The Bidders Conference will be held in-person on Thursday, November 19, 2026, at 3:00 p.m. to 4:30 p.m. (PST). Attendance is mandatory. No virtual attendance option or meeting link will be provided.

The in-person Bidders Conference will be held at:

Performance Education Resource Centers (PERC)
217 East Club Center Drive, Suite A
San Bernardino, CA 92408

Information and updates regarding the Bidders Conference will be shared through the Homeless RFA email distribution list. If you are not currently on the Homeless RFA email distribution list, please request to be added by emailing HomelessRFP@hss.sbcounty.gov.

All questions regarding the contents of this RFA, including bidder questions, must be submitted in writing to HomelessRFP@hss.sbcounty.gov by the Deadline for Submission of Questions. All questions and corresponding responses will be posted as an Addendum to the RFA.

III. DEFINITIONS

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

A. Administrative Entity: A unit of general purpose local government (city, county or city that is also a county) or a nonprofit organization that has (1) previously administered federal Department of Housing and Urban Development (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. For this Application, CoC and Administrative Entity are used interchangeably.

B. Applicant: Any individual, company, firm, corporation, partnership or other organization who applies for funding and/or is awarded funding.

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

D. Continuum of Care (SBC CoC): 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.

E. Continuum of Care Service Providers: A network of Community-Based Organizations and government agencies partnered with the SBC CoC to provide services to homeless individuals and families.

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

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

H. 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.

I. Facilitator: A designated individual tasked with managing the processes of the evaluation panel.

J. Homeless: Has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

K. 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.

L. Homeless Youth: An unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act [42 U.S.C. Sec. 11434a(2)]; includes unaccompanied youth who are pregnant or parenting.

M. Housing First: 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, as defined in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

N. Inland Empire Health Plan (IEHP): A Joint Powers Agency not-for-profit health plan with a Knox-Keene license from the California Department of Managed Health Care.

O. 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.

P. Interim Housing: Provides safe temporary accommodations for people who otherwise have nowhere to spend the night.

Q. Marginalized Population: Communities, peoples, or populations are groups and communities that experience discrimination and exclusion (social, political, and economic) because of unequal power relationships across economic, political, social, and cultural dimensions.

R. Member: A person enrolled in a Medi-Cal health plan. Proof of Medi-Cal enrollment and health plan coverage is required, such as a copy of the Member's insurance card or Medi-Cal eligibility verification from the State website. Enrollment with IEHP is encouraged but is not required for eligibility.

S. 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.

T. Outreach: Any effort that promotes the building of relationships with people in encampments and connecting them to housing, healthcare, mental health treatment, and other services.

U. Point-in-Time Count (PITC): An unduplicated one-night estimate of both sheltered and unsheltered homeless populations conducted by Continuums of Care nationwide on a pre-determined date within the last 10 days of each January pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.

V. Regional Steering Committee (RSC): Committees made up of local non-profits, faith-based organizations, education, city, and county entities created to represent the five Regions within the SBC CoC that provide leadership and serve as regional advisory bodies for the Interagency Council on Homelessness.

W. Rental Assistance: Funding that helps tenants pay their overdue rent and stay in their homes.

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

Y. Services: The requested services described in this RFA.

Z. Street Medicine: Health and social services developed specifically to address the unique needs and circumstances of unsheltered homeless individuals delivered directly to these individuals in their environment.

AA. 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

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 nine (9) months after the Application submission.

C. Required Review

Applications 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 Application (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 Application 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 a Application in response to this RFA. Applicants agree that all costs incurred in developing a 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 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 award contract(s) based on the Application that best meets the needs of the County. The County seeks the optimal combination of quality, price, and various qualitative elements of the required Services that will provide the County the greatest or best value for its money.

G. Right of Rejection

Offers 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 the 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 Applications. 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 terminate this RFA process at any time.

H. Reserved

I. Clarification of Offers

In order to determine if an application is reasonably susceptible for 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 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, 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 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 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(s) as a result of this RFA rests solely with the County Board of Supervisors, or as delegated by the Board of Supervisors.

Q. Reserved

V. SCOPE OF WORK

A. BACKGROUND INFORMATION

In accordance with Section 9817 of the American Rescue Plan Act of 2021, the State of California Department of Health Care Services (DHCS) developed a Medi-Cal Home and Community Based Services (HCBS) Spending Plan detailing a series of initiatives that will enhance, expand, and strengthen HCBS in California. One of these initiatives is HHIP. HHIP is a $1.288 billion statewide voluntary incentive program that enables health plans to earn one-time incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities. Funds flow from DHCS to Medi-Cal Managed Care Plans (MCPs) and are intended to reduce and prevent homelessness and ensure MCPs develop the necessary capacity and partnerships in collaboration with their county counterparts to connect their members to needed housing services.

The Inland Empire Health Plan (IEHP) has partnered with the SB CoC to support HHIP investments intended to strengthen regional infrastructure and expand access to housing and services for individuals experiencing homelessness. Following a prior competitive procurement, funding remains

available for CoC Support and Permanent Supportive Housing. Specifically, $438,756 remains available for CoC Support and $3,000,000 remains available for Permanent Supportive Housing, for a total of $3,438,756. Through this RFA, the County seeks qualified applicants to implement eligible projects under these two funding categories to strengthen the region's homeless response system, expand access to permanent supportive housing, and improve housing stability and health outcomes for eligible individuals experiencing homelessness.

B. PROJECT DESCRIPTION

OHS, on behalf of the SBC CoC, is seeking qualified applicants to provide eligible services and activities under the HHIP **CoC Support** and **Permanent Supportive Housing** funding categories. CoC Support funding is intended to strengthen the capacity, coordination, infrastructure, and effectiveness of the regional homeless response system, while Permanent Supportive Housing funding is intended to expand access to permanent housing with supportive services that promote long-term housing stability for individuals and families experiencing homelessness.

A total of **$3,438,756** is available under this RFA, including up to **$438,756 for CoC Support** and up to **$3,000,000 for Permanent Supportive Housing.**

C. AREAS OF FUNDING OPPORTUNITIES

There are two areas in which HHIP funds may be invested:

(1) Category No. 1: CoC Support (*total available funding not to exceed **$438,756.00***)
This funding category supports eligible entities, including community-based organizations and local jurisdictions, to strengthen housing-related infrastructure and workforce capacity (i.e., administrative costs, employee retention, certifications/trainings, PITC of Members determined as homeless, etc.).

(2) Category No. 5: Permanent Supportive Housing (*total available funding not to exceed **$3,000,000.00***)
This funding area is intended to support the development and infrastructure of capital projects that are either in progress or nearing completion to support and expand housing capacity throughout all districts in San Bernardino County. Emphasis is placed on capital improvement projects that have established strategies for sustainable housing for populations who are homeless and/or at risk of experiencing homelessness.

D. ADDITIONAL REQUIREMENTS

a. The CES is a referral process that quickly identifies, assesses, refers, and connects individuals, youth including parenting and pregnant youth, and families in crisis to housing and services; is intended to prioritize resources for those with the greatest need, match people with the services that are most likely to help them exit homelessness, reduce the time it takes for participants to access services, and ensure that resources are allocated efficiently. HHIP applicants will coordinate the proposed activities through or in alignment with the coordinated entry systems and within the CoC homeless crisis response system structure.

b. All those participating with CES will need to apply to participate with HMIS. HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the County.

c. The methodology of providing services will follow the Housing First policy. This is an approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to avoid returning to homelessness.

d. All participating agencies must develop a permanent housing plan and individual health plan for all participants.

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 no later than **Thursday, December 17, 2026, at 4:00 p.m. (PST). Late or incomplete Applications will not be accepted.** An electronic response must be submitted to the following email address: HomelessRFP@hss.sbcounty.gov. The Applicant acknowledges that its electronic signature is legally binding.

3. Applications can be withdrawn at any time prior to the scheduled Deadline for Applications.

4. Applications must be submitted 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.

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 a Application package, which must be submitted in the following format:

1. **Presentation**
   Format the Application to fit on an 8-½ v 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**
   Include the following on Attachment B:
   a. A statement that the offer made in the Application is firm and binding for nine (9) 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 has no exceptions to any requirements, terms or conditions, except as noted in Attachment H.

5. **Statement of Experience and Qualifications**
Include the following information about the Applicant:
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.
d. Describe the Applicant's experience providing services or completing projects similar in size, scope, and complexity to the proposed project, including the length of experience, applicable funding sources, and results achieved.
e. Describe the Applicant's experience serving individuals and families experiencing homelessness or housing insecurity, including the quality and performance of comparable programs and experience using Housing First, CES, HMIS, and coordinated health and housing approaches, as applicable.
f. Identify the key personnel who will manage and implement the proposed project. Include each person's role, relevant experience, licenses or certifications, and the status and anticipated timeline for filling any vacant positions.
g. Describe the Applicant's organizational capacity and readiness to begin implementation upon Contract execution, including staffing, facilities, technology, partnerships, permits, and other resources needed to perform the proposed project.
h. Describe the Applicant's data, performance-management, and reporting capacity, including the systems used to document eligibility, track services and outcomes, support HMIS participation, and meet County and HHIP reporting requirements.
i. Describe the Applicant's fiscal-management capacity, including internal controls and procedures to track allowable costs, allocate shared expenses, retain source documentation, and report HHIP expenditures by funding category.

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 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 unaudited financial statements 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.

8. **Reserved**
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. **Application Description**
The Applicant should include the following information, as applicable to the funding category for which the Applicant is applying:
   a. The number of Medi-Cal members, including IEHP and other Medi-Cal Managed Care Plan (MCP) members, currently served by the Applicant annually.
   b. The age group(s) served by your organization.
   c. The languages in which services are available.
   d. The geographic service area of your proposed project.
   e. A description of the target population and the Applicant's experience serving the identified population.
   f. If you are currently contracted to provide Enhanced Care Management (ECM) services through IEHP.
      i. If no, indicate if you are willing or are not willing to become an ECM provider.
   g. If you are currently contracted to provide Community Supports through IEHP.
      i. If yes, indicate the Community Supports provided by your organization.
      ii. If no, indicate if you are or are not willing to become a Community Supports provider.
   h. Identify the funding category for which the Applicant is applying: **Category 1 – CoC Support** or **Category 5 – Permanent Supportive Housing**. Applicants may apply for one or both funding categories. An Applicant applying for both categories must provide a separate category-specific project description, measurable objectives and outcomes, work plan and schedule, and Attachment E budget for each category. Each category will be evaluated and may be awarded independently. See Section V - Scope of Work, Subsection C, Areas of Funding Opportunities, for a description and available funding for each category.
   i. Provide a description of the proposed project, including the services, activities, or resources to be funded and how the project aligns with the selected HHIP funding category. (500 words max)
   j. Describe how the proposed project will contribute to improved housing stability and housing outcomes for individuals experiencing homelessness or housing insecurity. The response should specifically address how the project will accomplish the objectives of the selected funding category:

      i. **Category 1 – CoC Support:** Describe how the project will strengthen CoC capacity, infrastructure, coordination, or the regional homeless response system and support connections to housing and services.

ii. **Category 5 – Permanent Supportive Housing:** Describe how the project will increase access to, or support the provision and retention of, permanent supportive housing and promote long-term housing stability. (300 words max)

k. Provide three to five measurable objectives of the proposed project. (50 words max for each objective)

l. Describe the anticipated outcomes of the proposed project and identify how those outcomes will be measured. For Category 5 projects, include the anticipated number of individuals or households connected to permanent housing and/or permanent supportive housing units supported, as applicable. For Category 1 projects, identify the anticipated system, capacity, infrastructure, coordination, or service-delivery improvements. (500 words max)

m. Describe how the Applicant will monitor and evaluate the proposed project's performance and outcomes. (200 words max)

n. Describe the anticipated impact of the proposed project on Members experiencing homelessness or housing insecurity. (200 words max)

o. Describe the anticipated impact of the proposed project on the homeless services system in San Bernardino County. (200 words max)

p. Describe how the Applicant incorporates the perspectives of, partners with, and/or employs individuals with lived experience of homelessness in the planning or implementation of the proposed project. (200 words max)

q. Describe the evidence-based or best-practice approaches the Applicant will use to address homelessness, improve housing stability, and improve health outcomes. (200 words max)

r. Describe how the Applicant will coordinate and collaborate with the local CES, the SBC CoC, County departments, MCPs, community-based organizations, and other partners to implement the proposed project. Identify the roles of each partner, as applicable. (300 words max)

s. Identify any other funding, in-kind support, or resources the Applicant will leverage to support the proposed project. (200 words max)

t. Describe how the Applicant plans to sustain the proposed project, services, or benefits beyond the HHIP funding period, as applicable. (200 words max)

u. Provide the anticipated number of individuals, including IEHP and other Medi-Cal MCP members, who will be directly served through the proposed project. For projects that primarily support system infrastructure or capacity and do not directly serve individuals, describe the anticipated reach or number of individuals, organizations, providers, or programs expected to benefit from the project.

v. Total Project Budget (Attachment E), including the total amount of HHIP funding requested.

w. Describe the Applicant's internal controls, fiscal procedures, cost-allocation methods, procurement practices, and source-document retention processes that will ensure HHIP expenditures are allowable, properly allocated, supported, and reported. (300 words max)

10. **Work Plan and Schedule**
    Include the following:
    a. Summary of management/work plan for this Project.
    b. Project schedule

11. **Certification Regarding Debarment or Suspension**
    Complete Attachment D

12. **Reserved**

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 Agency Name, Contact Name, Address, Phone Number, email, 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.

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 categories listed in **Exhibit 2 – Project Application Scoring Guidelines** and may include additional specific criteria.

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 or more Applicants.

The County will establish an 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 demonstrations, 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 determine recommended projects. It is anticipated that the results of the evaluation process and the recommendations will be presented to the SBC CoC Board no later than April 2027 for review and approval.

VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

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(s) of the highest-ranked Application(s). Negotiations, if held, shall be within the scope of work in the request for Applications. 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 Intent to Award (NOIA) – Applicant Notification of Selection

After the completion of Contract negotiations, a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Applicants. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Applicant.

D. Review of Financial Performance

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 Application(s).

E. Award

A Contract will be awarded based on a competitive selection of Applications received. 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 Proposal process prior to the award of the Contract, the Proposer raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. Proposer 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 NOIA.

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 RFP 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:

Stephenie Shea, Acting Director of Purchasing
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 Proposer advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

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

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

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

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

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

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

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

X. TERMS AND CONDITIONS

The selected 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 services. 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 subcontractors 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 memorialized 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 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.

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. **Copyright**
County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

40. **Artwork, Proofs and Negatives**
All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County. These items must be returned to the County within ten (10) calendar days, upon written notification to the Contractor. In the event Contractor fails to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

41. **Fiscal Provisions**
    a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.
    b. Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the

previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.

c. Contractor shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
d. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
e. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

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 **Exhibit 1**, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in **Exhibit 1** and the applicable general prevailing wage determinations referenced therein.

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. **Reserved**

46. **Federal Contracting Provisions**
This Agreement is federally funded and subject to the additional terms on Attachment L Federal Contracting provisions.

47. **Reserved**

B. Indemnification and Insurance Requirements

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

For a "construction contract" as defined in Civil Code Section 2783, the following indemnification paragraph applies: "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 these insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

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.

Abuse/Molestation Insurance – Contractor 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.

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.

C. Right to Monitor and Audit

1. **Right to Monitor**
   The County, State, and Federal governments shall have the 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 five 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 statue 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	
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 – Federal Contracting Provisions	
12.	Exhibit 1 – Prevailing Wage Requirements	
13.	Exhibit 2 – Project Application Scoring Guidelines	
14.	Exhibit 3 – Anti-Lobbying Certification	
15.	Financials (Two Years), audited financial statements or unaudited with accountant certification. For Sole Proprietorship, provide Schedule C Internal Revenue Service Form with certification from owner and accountant that documents reflect applicant's current financial status.	

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 nine (9) 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 C

LICENSES, PERMITS, and/or CERTIFICATIONS

TYPE (i.e.: License, Permit, Certifications) **EXPIRATION**
Include DIR Registration No. of Contractor and Subcontractors

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.

ATTACHMENT E – PROJECT BUDGET

- The applicant's proposed budget costs are adequate, cost-effective, and realistic to successfully implement the proposed project and achieve the identified program outcomes.
- The applicant demonstrates appropriate internal controls, fiscal procedures, and fiscal administration to effectively manage, track, and account for HHIP funds.
- The proposed budget demonstrates an appropriate balance of costs across program components. Proposed staffing costs should be reasonable and proportionate to program needs.

Project Component Type	
Funding Costs for	
Population Focus	

Eligible Use Category	Description of Services	Cost

Agency: _____ **HHIP Budget** **April XX, 2027 through December 31, 2027**			
Eligible Use Category	**Cost**	**Service Unit (Households or Individuals)**	**Average Cost per service Unit**
(e.g., Permanent Supportive Housing)			
• *(e.g., Infrastructure)*			
•			
•			
•			
Total Budget			
Eligible Use Category	**Award/Allocation**	**Service Unit (Households or Individuals)**	**Average Cost per Unit**
(e.g. CoC Support)			
•			
•			
•			
•			
Total Budget			

ATTACHMENT F – REFERENCES

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

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 Agency Name, Contact Name, Address, Phone Number, email, and dates Services were provided.

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

ATTACHMENT G

EMPLOYMENT OF FORMER COUNTY OFFICIALS

List each former County Administrative Official and the requested information below. Attach additional pages as needed.

Former County Official Name	Former County Position/Department	Current Position/Representative Capacity	Date Employment/Representation Began

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

CONTRACTOR 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 Applicant (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 _____

Pollution Liability _____ Cyber 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

FEDERAL CONTRACTING PROVISIONS

Contractor shall to comply with the following additional terms:

A. Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148)

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable.
2. Contractor shall comply with 40 U.S.C. §§3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
3. Contractor agrees that a condition of this Contract is acceptance of the Department of Labor wage determination.
4. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
5. Additionally, Contractor is required to pay wages not less than once a week.
6. Contractor and all subcontractors and sub-subcontractors performing work under this Contract are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Exhibit 1 for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations which are on file with the County and are available to any interested party on request. The higher of the two applicable wage determinations, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.

B. Copeland "Anti-Kick Back" Act

1. Contractor. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Davis Bacon Act and Copeland "Anti-Kick Back" Act provisions may be grounds for termination of this Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3702)

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than

one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (C)(1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (C)(1) of this section, in the sum of $[Amount Set By Federal Funding Source] for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (C)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The County, shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (3) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and the Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671q, 33 U.S.C. §§ 1251-1387.)

1. Clean Air Act Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. Federal Water Pollution Control Act: Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq.

3. Contractor agrees to report each violation of the Clean Air Act and the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.

4. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

E. Procurement of Recovered Materials (45 CFR § 75.331 and 2 C.F.R. §200.323)

1. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the Federal Resource Conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. This provision does not apply if the items cannot be acquired—
    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
    b. Meeting Contract performance requirements; or
    c. At a reasonable price.
3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
4. The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

F. Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. §200.216)

Contractor certifies that it will not use contract funds to:
(1) Procure or obtain covered telecommunications equipment or services;
(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

"Covered telecommunications equipment or services" means those equipment and services defined at 2 C.F.R. §200.16(b).

G. Domestic Preference for Procurements (2 C.F.R. § 200.322)

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in party of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

Contractor certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

[*complete certification in Exhibit 3*]

Exhibit 1

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 California Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the 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 https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm . 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 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 sections 1777.1 and 1771.1(o), 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 https://www.dir.ca.gov/dlse/debar.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 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 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 and 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 progress payments then due to the Contractor. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

c. At least monthly (at least once every 30 days), the Contractor and all subcontractors must submit electronic certified payroll records online to the Labor Commissioner, in a format prescribed by the Labor Commissioner. The County reserves the right to require Contractor and all subcontractors to submit certified payroll to the Labor Commissioner more frequently than monthly.

i. A contractor or subcontractor who fails to furnish electronic certified payroll records to the Labor Commissioner as required by Labor Code section 1771.4, is subject to a penalty by the Labor Commissioner of one hundred dollars ($100) per day, until such payroll records are furnished, not to exceed a total penalty of five thousand dollars ($5,000) per project.

ii. This requirement does not apply to public works projects $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. However, the Contractor must still keep accurate certified payroll records and retain those records, as specified in Labor Code section 1776, for at least three years after completion of the work.

6. Limits on Hours of Work:

Pursuant to Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to 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 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. Jobsite Notices

This project is subject to compliance, monitoring, and enforcement by the DIR. As required by the DIR, Contractor is required to post jobsite notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

9. Registration with the DIR (Labor Code section 1725.5)

a. Contractor must be registered with the DIR to bid or submit a application on this project, unless 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. No contractor or subcontractor may be listed on a bid application for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code sections 1771.1(a) and 1725.5(f).
   i. An inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code 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.
      3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

b. Contractor must be registered with the DIR (unless an exception applies) to be awarded a contract or perform any work on this project. No contractor or subcontractor may be awarded a contract for a public work project or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 (unless an exception applies).
   i. A contract entered into with any contractor or subcontractor in violation Labor Code section 1725.5 shall be subject to cancellation.
   ii. If the Labor Commissioner determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with Labor Code section 1771.1, the contractor or subcontractor is subject to civil penalties of 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), payable to the state. Contractor may also be subject to additional penalties, up to an additional $10,000, for entering into a contract with an unregistered subcontractor.
   iii. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered with the DIR, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until they are registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work. Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days. Failure of a contractor or subcontractor to observe a stop order issued and served upon them is guilty of a misdemeanor punishable by imprisonment in county jail up to 60 days or by a fine of up to ten thousand dollars ($10,000), or both.

c. To qualify for registration with the DIR, Contractor must meet all requirements listed in Labor Code Section 1725.5.

d. Registration with the DIR is 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. 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 trades or crafts (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 contributions for each apprenticeable hour employed on the Contract to either the local training fund or the California Apprenticeship Council; 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 exemption 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 prevailing rate of per diem wages for apprentices in 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. Unless otherwise provided by a collective bargaining agreement, when the Contractor requests the dispatch of an apprentice to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, Contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

c. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under 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, or the rules and regulations of the California Apprenticeship Council.

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

a. Submit Contract Award Information (DAS-140) to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted must include the contractor's name, address, telephone number and state license number; the full name and address of the public work awarding body; the exact location of the public work site; the date of the contract award; an estimate of journeyman hours to be performed under the contract; the number of apprentices proposed to be employed; and the approximate dates the apprentices would be employed.

b. 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.

c. 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 (to do this use DAS Form 142).*

d. 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.

e. 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.

f. 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.

g. Employ Registered Apprentices

   i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft or trade must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman, not including overtime hours. If Contractor has agreed to be covered by an apprenticeship program's standards, Contractor must employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, which cannot be less than the 1 to 5 ratio required above.

   ii. Contractor must attempt, to the greatest extent possible, to employ apprentices during the same time period that the journeyman in the same craft or trade are employed at the jobsite. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts or trades are denoted with a pound symbol “#” in front of the craft or trade name on the prevailing wage determination.

   iii. 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.

   iv. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.

v. 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.
vi. 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.
vii. Apprentices employed to fulfill the requirements of Labor Code section 1777.5 must be registered apprentices who are training under apprenticeship standards that include the work processes that the Contractor will perform on the project. Where a Contractor employs apprentices under the rules and regulations of the California Apprenticeship Council, apprentices must, at all times work under the direct supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

h. Make Training Fund Contributions
i. Contractors performing in apprenticeable crafts or trades on public works projects, must make training fund contributions to the California Apprenticeship Council, in the amount established by the Director of the Department of Industrial Relations as the prevailing amount for apprenticeship training contributions in the area of the public works site.
ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
iii. Contractors may take as a credit for payments to the Council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project.
iv. Training fund contributions are due and payable on the 15th day of the month for work performed during the preceding month.

i. Submit a Verified Statement within 60 Days of Conclusion of Work Under the Contract
i. Each contractor and subcontractor must submit a verified statement of the journeyman and apprentice hours performed on the contract, which information shall be public and retained by the apprenticeship programs for 12 months.

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. 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.
ii. When the Contractor has a direct contract with the public agency that is under $30,000.
iii. 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).
iv. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720 et seq.

4. Exemption from Apprenticeship Ratios:

a. The Administrator of Apprenticeship may grant a certificate exempting the Contractor from the 1-to-5 ratio set forth in this Section if Contractor can show that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen
b. An apprenticeship program has the discretion to grant a certificate to a participating contractor or contractor association 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. There is a showing that 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. 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.

c. When an exemption from subsection b. above is 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 for compliance with this Section for all apprenticeable trades or crafts is solely and exclusively that of the Contractor. Violations of Labor Code section 1777.5 are subject to penalties pursuant to Labor Code section 1777.7, as determined by the Labor Commissioner.

EXHIBIT 2

PROJECT APPLICATION SCORING GUIDELINES

The Housing and Homelessness Incentive Program (HHIP) is a statewide voluntary incentive program that enables health plans to earn one-time incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities. Funding is provided by the California Department of Health Care Services (DHCS) to Medi-Cal Managed Care Plans (MCPs) and is intended to reduce and prevent homelessness while ensuring MCPs develop the capacity and partnerships necessary, in collaboration with their county counterparts to connect their members to needed housing services. IEHP has partnered with the County to invest HHIP funds in housing-related services that improve housing stability and health outcomes for Medi-Cal members.

Inland Empire Health Plan (IEHP) has partnered with the County to provide up to $10,000,000. Of this amount, **$3,438,756.00** has been reallocated to support the following two investment activities:

- **Category 1: Continuum of Care (CoC) Support** in an amount up to **$438,756.00**
- **Category 5: Permanent Supportive Housing** in an amount up to **$3,000,000.00**

It is the expectation that projects funded with HHIP funds improve housing stability ***and*** health outcomes for participants.

All HHIP Regional Project Applications will be evaluated by an evaluation panel composed of County staff and other parties that may have relevant expertise or experience. Only those submissions with a score of 70% or above will be considered. The application evaluation criteria and their respective weights are as follows:

A. Threshold (Pass/Fail)

- Is the Application complete? Incomplete Applications will not be considered. Ensure that all attachments are completed prior to submission.
- Does the Project meet the requirements of this RFA? Applicants must ensure that proposed Projects are eligible for funding and comply with the requirements set forth in this RFA.
- Will the Applicant participate in the local CES and HMIS? Participation in the CoC's CES and HMIS are required of all programs that receive HHIP funding.

B. Experience and Capacity (25 points)

- The applicant's experience and capacity in providing similar services, the length and type of experience it has working with homeless service populations, the quality of programs/services it provides, and the experience level of key staff.
- The applicant's ability and capacity to begin implementing the proposed project upon contract execution.
- The applicant's ability to document, track, and report eligible use of funds and measurable outcomes.
- The applicant's quality and performance improvement infrastructure, Homeless Management Information System (HMIS), and capacity for data and performance outcome tracking.

C. Project Focus (25 points)

- The extent to which the proposed project will improve health outcomes and access to whole person care services.

- The extent to which the proposed project helps to expand or develop capacity to address immediate homelessness challenges.
- The extent to which the proposed project applies a best-practice framework focused on moving homeless individuals and families into permanent housing and/or supporting the efforts of those individuals and families to maintain their permanent housing.
- The extent to which the proposed project will expend funds on evidence-based solutions that address and prevent homelessness and improve health outcomes and access to whole person care services among eligible populations.

D. Investment Category Alignment (20 points)

- The extent to which the proposed project aligns with a HHIP Investment Activity, as follows:
  - **Category 1: CoC Support**: The proposed project will strengthen housing-related infrastructure and increase the workforce (i.e., administrative costs, employee retention, certifications/trainings, Point-in-Time Count of Members determined as homeless, etc.).
  - **Category 5: Permanent Supportive Housing**: The proposed project will support the development and infrastructure of capital projects that are either in progress or nearing completion to support and expand housing capacity throughout the county to sustainably house eligible Members, including IEHP and other Medi-Cal MCP members. Emphasis will be placed on capital improvement projects that have established strategies for sustainable housing for populations who are homeless and/or at risk of experiencing homelessness. The proposed project will be used to secure or reserve beds/space for eligible Members.

E. Coordination and Collaboration (15 points)

- The extent to which the applicant will coordinate the proposed project activities through or in alignment with the coordinated entry systems and within the CoC homeless crisis response system structure.
- The extent to which the proposed project involves a multi-agency/entity collaboration.
- The extent to which the applicant leverages funding and resources in collaboration with other agencies/entities.

F. Budget/Cost Application (15 points)

- The applicant's proposed budget costs are adequate, cost-effective, and realistic to successfully implement the proposed project and achieve the identified program outcomes.
- The applicant demonstrates appropriate internal controls, fiscal procedures, and fiscal administration to effectively manage, track, and account for HHIP funds.
- The proposed budget demonstrates an appropriate balance of costs across program components. Proposed staffing costs should be reasonable and proportionate to program needs.

EXHIBIT 3
ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5. The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor’s Authorized Official

_____
Name and Title of Contractor’s Authorized Official

_____
Date