



**Request for Application No. OHS  
23-01 Homeless Housing,  
Assistance and Prevention Round  
3 Program Continuum of Care**

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

## I. 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 Homeless Housing, Assistance and Prevention Program, Round 3 (HHAP-3). HHAP-3 funds are intended to provide funding to Continuums of Care (CoC), counties, large cities (population of 300,000 or more), and federally recognized tribes to support regional coordination and expand or develop local capacity to address homelessness challenges. Efforts are focused on moving homeless individuals and families, or individuals and families at-risk of homelessness, into permanent housing and supporting those individuals and families to maintain permanent housing.

There are five regions to be served within SBC CoC: 1) Central Valley Region; 2) Desert Region; 3) East Valley Region; 4) Mountain Region; and 5) West Valley Region. Applicants who wish to provide services/assistance to more than one region must submit an Application for each region. The number of awards will be determined by the quality of the Applications received in consultation with each Regional Steering committee.

### B. Request for Application (RFA) Contact

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

San Bernardino County  
Office of Homeless Services  
Attn: Stephanie Navarro, Staff Analyst II  
560 East Hospitality Lane, Suite 200  
San Bernardino, CA 92415-0044  
Phone: 909-501-0642  
Fax: 909-501-0646  
Email: [Stephanie.Navarro@hss.sbcounty.gov](mailto:Stephanie.Navarro@hss.sbcounty.gov)

Facsimile (fax) number listed above may only be used to submit questions. Applications will not be accepted by fax. Applications must be submitted electronically via email to the mailbox: [HomelessRFP@hss.sbcounty.gov](mailto:HomelessRFP@hss.sbcounty.gov).

### C. Budget

The estimated HHAP-3 CoC funding amount available for distribution for programs and projects for the five regions is \$2,590,844.87 in addition to funding allocated for services specific to the needs of Homeless Youth in the amount of \$312,149.98, for a total distribution amount of \$2,902,994.85 for the SBC CoC. The estimated breakdown for the regions is as follows:

Region	Amount
Central Valley Region	\$1,417,232.87
Desert Region	\$518,169
East Valley Region	\$162,725
Mountain Region	\$141,817
West Valley Region	\$350,901

**D. Contract Term**

Services to be provided under this Request for Application (RFA) are outlined under Section V, Scope of Work. It is anticipated that the Contract period will begin September 1, 2023, and end on June 30, 2026. The commencement date of the Contracts is subject to change.

**E. Location of Services**

Services are to be provided, completed and managed throughout San Bernardino County. The five regions to be served are:

1. Central Valley Region: Encompasses the cities of Colton, Fontana, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernardino, Yucaipa, and the surrounding unincorporated communities.
2. Desert Region: Encompasses the cities of Adelanto, Apple Valley, Barstow, Hesperia, Victorville, and the surrounding unincorporated communities.
3. East Valley Region: Encompasses the cities of Needles, Twentynine Palms, Yucca Valley, and the surrounding unincorporated communities.
4. Mountain Region: Encompasses the cities of Big Bear and the unincorporated communities which include Blue Jay, Cedar Glen, Cedarpines Park, Crestline, Forest Falls, Green Valley Lake, Lake Arrowhead, Rimforest, Running Springs, Skyforest, Sugarloaf, and Twin Peaks.
5. West Valley Region: Encompasses the cities of Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland, and the surrounding unincorporated communities.

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

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

**II. APPLICATION TIMELINE**

Release of RFA	Monday, April 24, 2023
Application Workshop	Monday, May 1, 2023 at 1:00 P.M. (Local Time)
Deadline for Submission of Questions	Wednesday, May 3, 2023 by 5:00 P.M. (Local Time)
Deadline for Applications	Wednesday, May 17, 2023 by 5:00 P.M. (Local Time)
Date for Tentative Contract Award	September 1, 2023

**A. Application Workshop:**

Applicants are encouraged to participate in the Application Workshop via telephone/teleconferencing. If your agency plans to participate in the Application Workshop, please RSVP by emailing [HomelessRFP@hss.sbcounty.gov](mailto:HomelessRFP@hss.sbcounty.gov). Please type "Request for Teleconference Instructions for RFA OHS 23-01 HHAP-3" in the subject line of the email and include your name, phone number and email address in the body of the email. The workshop conference instructions and materials will be emailed

to you prior to the Application Workshop date. Applicants may call in to a designated phone number or be provided a link to join the Web/Ex to participate in the Workshop scheduled for **1:00 P.M. on Monday, May 1, 2023**. No physical attendance option will be available.

The Application Workshop will clarify Program expectations, explain processes, and answer questions. Questions and answers will be posted as an Addendum to the RFA on the Homeless Partnership website located at the following URL: <https://sbchp.sbcounty.gov/>.

**B. Questions Submission Deadline:**

Questions regarding the contents of this RFA must be submitted in writing on or before the Deadline for Submission of Questions and directed to the RFA Contact. The deadline to submit questions is by 5:00 P.M. (local time) on Wednesday, May 3, 2023. All questions will be answered and both the question and answer will be posted as an Addendum to the RFA on the Homeless Partnership website located at the following URL: <https://sbchp.sbcounty.gov/>.

**C. Application Submission Deadline:**

1. All Applications must be received no later than 5:00 P.M. (local time) on Wednesday, May 17, 2023. **Late or incomplete Applications will not be accepted.**
2. An electronic Application must be submitted via email to [HomelessRFP@hss.sbcounty.gov](mailto:HomelessRFP@hss.sbcounty.gov). Please type "Application for RFA OHS 23-01 HHAP-3" in the subject line of the email and include your name, phone number and email address in the body of the email.

**III. DEFINITIONS**

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

- A. **Administrative Entity (AE):** A unit of general purpose local government (city, county or a city that is also a county) or a nonprofit organization that has (1) previously administered 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. **Agency (BCSH):** The State of California Business, Consumer Services and Housing Agency.
- C. **Board:** The San Bernardino County Board of Supervisors.
- D. **Case Management:** The coordination of community-based services by a professional team to provide people the quality care and support that is customized accordingly to an individual's setbacks or persistent challenges and aid them to their recovery. In addition, it can be defined as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs.
- E. **Continuum of Care (CoC):** The group organized to carry out the responsibilities required under this part and that 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.

- F. **Continuum of Care (CoC) Service Providers**: A network of Community-Based Organizations and government agencies partnered with the SBC CoC to provide services to homeless individuals and families.
- G. **Contract**: The Contract between the County and the Applicants resulting from the award issued pursuant to this RFA to the successful Applicants.
- H. **Contractor**: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.
- I. **Coordinated Entry System (CES)**: The CES is 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."
- J. **Council**: The Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code, now renamed as the California Interagency Council on Homelessness.
- K. **Emergency Shelter**: Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.
- L. **Facilitator**: A County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.
- M. **General Service Area**: The geographically defined area where a service entity provides outreach and direct services to homeless people.
- N. **Homeless**: 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.
- O. **Homeless Data Integration System**: A technology solution that allows the State of California to access and compile standardized homelessness data collected by individual CoCs in order to make data-driven policy decisions aimed at preventing and ending homelessness in California.
- P. **Homeless Management Information System (HMIS)**: A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by HUD, the CoC utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in targeted services. HMIS also includes the use of a comparable database by a victim services provider or legal services provider that is permitted under Part 576 of Title 24 of the Code of Federal Regulations.
- Q. **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.

- R. **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. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.
- S. **Housing Search and Placement**: Services to assist clients to locate, secure, and navigate the rental market. Housing Placement activities may include, but are not limited to, unit identification, unit inspection, determining rent reasonableness, contracts, advocating for households, landlord/tenant mediation, and any other housing requirements.
- T. **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.
- U. **Instance of Service**: Each encounter with a member of the target population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by Provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two instances of service for this activity.
- V. **Large City (LC)**: A city with a population over 330,000 people on January 1, 2019.
- W. **Navigation Center**: A Housing First, low barrier, service service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- X. **Office of Homeless Services (OHS)**: The lead agency 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.
- Y. **Point-In-Time Count (PITC)**: An unduplicated one-night estimates 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.
- Z. **Program**: The Homeless Housing, Assistance and Prevention Program, Round 3 (HHAP-3) established pursuant to Chapter 5 of Part 1 of Division 31 of the Health and Safety Code.
- AA. **Rapid Re-Housing (RRH)**: An intervention designed to help individuals and families quickly exit homelessness and return to permanent housing using the Housing First model to move families and individuals into permanent affordable housing as quickly as possible with minimal barriers, assistance with move-in costs such as security and utility deposits and short-medium term declining rental subsidies, and provide intensive social services while families or individuals are in their home. Supportive services are designed to enhance each family or individual's stability and equip them with skills and resources they need to sustain and thrive in housing and avoid future homelessness.

- BB. Regional Steering Committees (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, .
- CC. Request for Application (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.
- DD. Services:** The requested services described in this RFA.
- EE. 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.
- FF. Supportive Housing (SH):** Combines low-barrier affordable housing assistance with intensive wraparound services to help individuals and families lead more stable lives. Both the housing assistance and the services are non-time-limited.
- GG. Target Population:** Any person who is homeless as defined for this grant. See (P) above.
- HH. U.S. Department of Housing and Urban Development (HUD):** A Federal agency established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships, particularly with faith-based and community organizations, that leverage resources and improve HUD's ability to be effective on the community level.

#### **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**

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

**D. Incurred Costs**

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

**E. Amendments/Addendums to RFA**

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

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

**F. Best Value Evaluation**

As established in this RFA, the County realizes that criteria other than price are important and will 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 Applicant does so, the Application may be determined to be a non-responsive counter-offer and the Application may be rejected.

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

Minor irregularities may be waived by the Purchasing Agent when they are any of the following:

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

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

This RFA does not commit the County to 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. 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 a clarification under this section.

#### **I. 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 et seq.). 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.

**J. Employment of Former County Officials**

Information must be provided in Attachment G regarding former County Administrative Officials (as defined below) who are employed by or represent 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.

**K. 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 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) 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.

**L. 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.

**M. 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.

**N. 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.

**O. 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.

**V. SCOPE OF WORK**

**A. BACKGROUND INFORMATION**

On December 17, 2021, the State of California Homeless Coordinating and Financing Council (HCFC), now known as the California Interagency Council on Homelessness (Cal ICH), released a Notice of Funding Availability for HHAP Round 3 grant funding. HHAP Round 3 is a \$1 billion block grant program authorized by AB 140 (Health & Safety Code § 50218.6, et seq.), which was signed into law by Governor Gavin Newsom on July 19, 2021.

HHAP Round 3 funding is made available as non-competitive allocations to eligible grantees, including California's CoCs, as identified by the United States Department of Housing and Urban Development (HUD), large cities (with a population of 300,000 or more as of January 1, 2020), counties and federally recognized tribal governments. Individual allocations for each of the eligible applicants are based on their proportionate share of the state's homeless population as reported by HUD in the 2019 Point-In-Time (PIT) count.

The SBC CoC was allocated \$3,901,874.80 in HHAP-3 funding. (This RFA pertains only to the SBC CoC allocation of funding.)

Per the statute, allocations of HHAP-3 program funds requires Cal ICH to award 20% as an initial disbursement to eligible jurisdictions to be expended on completion of the required local

homelessness action plan prior to the submittal of an application for the remaining balance of funds and/or for systems improvement activities.

On June 22, 2022, the San Bernardino County Homeless Partnership (SBCHP) Interagency Council on Homelessness (ICH), the SBC CoC governing board, approved expenditure recommendations for the initial disbursement of funds, adopted the HHAP-3 Local Homelessness Action Plan and Outcome Goals, and authorized OHS, as the Administrative Entity for the SBC CoC, to submit the HHAP-3 Application and administer the grant funding on behalf of the SBC CoC once approved by Cal ICH.

### **LOCAL HOMELESSNESS ACTION PLAN & OUTCOME GOALS**

Pursuant to Health and Safety Code 50227(b)(1)-(3), HHAP-3 recipient jurisdictions were required to submit an application that included a Local Homelessness Action Plan informed by the findings from the local landscape analysis information provided by Cal ICH and the jurisdiction's base system performance measures from the 2020 calendar year data in the Homeless Data Integration System. Applicants were also required to establish Outcome Goals, along with strategies for achieving those goals, to measure the progress that they will make in preventing and reducing homelessness over the three-year period of July 1, 2021, through June 30, 2024.

On June 22, 2022, the ICH adopted a Local Homelessness Action Plan for inclusion with the SBC CoC HHAP-3 Application that included the following Outcome Goals (see Table 4 attached as Exhibit B):

- Reducing the number of persons experiencing homelessness on a daily basis by 10%.
- Reducing the number of persons who become homeless for the first time by 10%.
- Increasing the number of people exiting homelessness into permanent housing by 16%.
- Reducing the length of time persons remain homeless by 24%.
- Reducing the number of persons who return to homelessness after exiting homelessness to permanent housing by 24%.
- Increasing successful placements from street outreach by 100%.

In addition, the ICH adopted Strategies to Achieve Outcome Goals (see Table 5 attached as Exhibit B) designed to achieve the following results:

1. At least 300 new units of permanent supportive and/or service-enriched housing will be occupied by June 2024.
2. At least 300 additional households will exit homelessness and achieve permanent housing stability through rapid rehousing activities by June 2024.
3. At least 200 additional shelter/interim housing beds will be occupied by January 2024.
4. At least 500 households living housing insecure and/or at-risk of homelessness will be prevented from becoming homeless through systemwide diversion and prevention strategies.
5. At least 500 households at imminent risk of homelessness will be prevented from becoming homeless through eviction prevention strategies.
6. At least 100 high utilizers of safety net services and experiencing chronic homelessness will achieve permanent housing stability by January 2024.

## **B. PROJECT DESCRIPTION**

HHAP Round 3 funding is designed to build on regional coordination developed through previous rounds of HHAP grant funding, as well as the Homeless Emergency Aid Program (HEAP) and COVID-19 funding administered by Cal ICH. HHAP Round 3 funds should be used to continue to build regional coordination and a unified regional response to reduce and end homelessness informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

Cal ICH strongly encourages applicants to prioritize the use of HHAP funds to assist people experiencing literal homelessness move into safe, stable housing, with a particular focus on rehousing individuals currently living in Project Roomkey (PRK) sites. HHAP funding should be housing-focused - either funding permanent housing interventions directly or, if used for shelter or street outreach, have clear pathways to connect people to permanent housing options.

1. **Eligible Uses of HHAP-3 Funds:** As stated in Health and Safety Code section 50220.7 (e), HHAP Round 3 funds must be expended on one or more of the following eligible uses:

- Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves;
- Street outreach to assist persons experiencing homelessness to access permanent housing and services;
- Services coordination, which may include access to workforce, education, training programs, or other services needed to promote housing stability in supportive housing.
- Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations including families and homeless youth;
- Delivery of permanent housing and innovative housing solutions (such as hotel and motel conversions);
- Prevention and shelter diversion to permanent housing, including rental subsidies;
- Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need (any new interim sheltering funded by round 3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters); and
- Improvements to existing emergency shelters to lower barriers and increase privacy.

Health and Safety Code section 50218.6(e) requires that a program recipient use at least 10 percent of its allocation for services for Homeless Youth, which are defined as unaccompanied youth who are between 12 and 24 years old and experiencing homelessness. Funds spent

under this provision must still comply with the eligible use requirements of Health and Safety Code Section 50220.7(e).

## **2. Application Requirements:**

### **a. Minimum Requirements:**

Applicant must identify the region they propose to serve and explain in detail the plans to use SBC CoC HHAP-3 funds to implement one or more of the strategies to achieve outcome goals identified in the CoC's Local Homelessness Action Plan. If proposing services/assistance to more than one region, Applicant must submit an Application for each region. Projects should be focused on ways to move individuals and families experiencing homelessness into permanent housing.

- 1) The maximum Application amount for each Region:  
Central Valley Region is \$1,417,232.87;  
Desert Region is \$518,169;  
East Valley Region is \$162,725;  
Mountain Region is \$141,817; and  
West Valley Region is \$350,901.
- 2) The maximum Application amount specifically for projects serving Homeless Youth is \$312,149.98. Note: Services for Homeless Youth will need to be offered countywide.
- 3) Applicant must outline how they are involved in efforts to create sustainable, long-term housing solutions for people experiencing homelessness or at risk of homelessness.
- 4) Project shall align and comply with the core components of Housing First as defined in Welfare and Institutions Code 8255(b).
- 5) Describe any other service providers and/or municipalities who are or will be working with applicant on identified HHAP-3 projects.
- 6) Describe any gaps that exist in housing and homeless services for homeless populations in San Bernardino County and explain how HHAP-3 funds, including youth set aside funds, will help close the identified gaps.
- 7) Describe your client service prioritization criteria and how the Coordinated Entry System (CES) is used for this process.
- 8) Must indicate measurable outcomes/goals and how they will be tracked and reported/achieved. OHS may ask for additional justifications for identified outcomes/goals.
- 9) Must indicate project readiness to immediately perform and administer homeless efforts.
- 10) Must meet May 31, 2024, deadline for 50 percent expenditure of HHAP-3 funds.
- 11) Must meet June 30, 2026, deadline for 100 percent expenditure of HHAP-3 funds.
- 12) Applicants must submit a detailed budget for each Application submission.

b. Promising and Evidence-Based Practices

The parameters of HHAP-3 are intentionally flexible so as to meet each CoC's specific needs but must also align with evidence-based solutions that address and prevent homelessness among eligible populations. HHAP-3 requires that program spending be informed by a best-practices framework focused on moving individuals and families experiencing homelessness into permanent housing and in accordance with eligible activities.

Below are examples of promising and evidence-based solutions compiled by the State to assist in determining how to most effectively and efficiently spend HHAP-3 funding (this is not an exhaustive list):

- 1) Outreach: Engage and provide services to people living in places not meant for human habitation, including cars, parks, abandoned buildings, bus or train stations, encampments, or campgrounds. Outreach programs should:
  - thoughtfully and respectfully engage unsheltered individuals and assess them via the local CES; and
  - connect participants with emergency shelter, housing, and/or other critical services.

Services provided should aim to meet the basic needs of the program participants, gain their trust, and help them access a broad range of stabilization services.

- 2) Homelessness Prevention and Diversion: Quickly support people who are at imminent risk of homelessness or who are initially attempting to access shelter by helping them quickly regain stability in their current housing or in other permanent housing. Prevention programs are intended to target people who are at imminent risk of homelessness, and diversion programs usually target people as they are initially trying to gain entry in to shelter.

Both prevention and diversion programs connect participants to other types of assistance such as landlord mediation, CalFresh benefits, health and behavioral health care, early childhood development and education, CalWORKS, Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI), and other resources. These programs are designed to engage participants in creative problem-solving conversations, connect them with family supports, provide housing search and placement services, and secure flexible financial assistance to help people resolve their immediate housing crisis.

Examples of HHAP-3 eligible activities for prevention or diversion programs include but are not limited to: short or medium-term rental assistance, payment of rental arrears and security deposits, utility payments, moving costs, housing search assistance, housing stabilization case management, credit repair, and legal services.

- 3) Emergency Shelters, Navigation Centers, and Interim Housing: Provide immediate access to temporary shelter via the CES, meet basic needs like food, clothing, and hygiene, and quickly connect individuals to housing and other mainstream services including health and behavioral health services, welfare agencies, juvenile justice and social service agencies.

Possible improvements to current shelter could include the following:

- expanding services and/or operational hours to meet the demonstrated need;
- eliminating rules or expectations that could be perceived to be unreasonable or punitive;
- accommodating self-defined groups of families;
- creating safe arrangements for pets within the shelter;
- providing safe storage for possessions; or
- increasing case management to create quick connections to permanent housing or housing navigation services.

Both essential services and operations for temporary shelter are eligible uses of HHAP-3 funds.

Examples of HHAP-3 eligible activities for emergency shelters, navigation centers, and interim housing include but are not limited to increased case management services, increasing the number of available shelter beds, adding or increasing employment assistance, and insurance, furnishings, utilities and rent for the facility.

- 4) Permanent Housing: Should have the capacity to connect people experiencing homelessness with permanent housing programs, such as Rapid Re-Housing, Host Homes, Supportive Housing, and other stable and safe housing options.

- a) Rapid Re-housing (RRH) is an evidence-based housing intervention, particularly for families experiencing homelessness. HHAP-3 grantees are encouraged to fund projects that incorporate all the following core components of RRH:

- Housing identification;
- Rent and move-in assistance; and
- Intensive case management and services.

Examples of HHAP-3-eligible RRH activities include but are not limited to rental and utility arrears payments, rental application fees, moving costs, security deposits, rental subsidies, housing search assistance, and housing stabilization case management services.

- b) Shared housing is an intervention where two or more households live together in a housing unit and share housing related costs. Shared housing models often include sharing common areas such as kitchens

and living rooms, individual bedroom areas, and may also include either individual or shared bathrooms. Shared housing programs may consider utilizing a person-centered screening process to fill a vacancy or formalized tenancy agreements for each household, and are encouraged to provide short-term case management to tenants upon move in. Shared housing programs may use the same HHAP-3 eligible activities mentioned in the RRH intervention section.

- c) Host homes are an innovative approach that pairs community members with underutilized spaces in their homes and provides a non-institutional environment for youth experiencing homelessness. HHAP-3 applicants should consider programs that provide alternate housing arrangements in supported environments rather than temporarily placing youth into emergency shelters.
- d) Supportive Housing (SH) is an evidence-based model that combines low-barrier affordable housing assistance with intensive wraparound services to help individuals and families lead more stable lives. Both the housing assistance and the services are non-time-limited. HHAP-3 funds can be used to provide operating subsidies, including operating reserves, in new and existing affordable or supportive housing units.

HHAP-3 funds can be used for one-time costs related to supportive, RRH programs, including utility deposits and the purchase of furnishings; or move in stipends that support food, household supplies, and hygiene products.

c. **Effective Approaches to Provide Services and Housing**

Providers receiving HHAP-3 funds should strive to employ a progressive engagement approach and offer opportunities to increase a household's income or retain employment:

1) **Progressive Engagement**

To maximize resources and increase the number of people served, HHAP-3 providers are encouraged to support programs that utilize a progressive engagement approach to help households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are offered to those households who struggle to stabilize and cannot maintain their housing without deeper assistance.

Programs using a progressive engagement approach regularly re-assess housing barriers and seek to transition individuals off assistance as soon as their housing retention barriers are resolved. Programs consistently evaluate when to offer more intensive support, additional rental assistance, or step-up referrals to longer-term, deeper housing interventions.

2) **Increasing Income for People Experiencing Homelessness**

Helping people experiencing homelessness increase and stabilize their incomes is key to creating and maintaining housing stability. HHAP-3 providers

are strongly encouraged to support programs that connect participants with job training or placement programs, facilitate access to work supports such as childcare or transportation assistance, and/or increase their income through public benefit programs like CalWORKs or Supplemental Security Income (SSI).

HHAP-3 funds are eligible to be used on outreach and coordination efforts to job programs, and to foster partnerships with county welfare departments or workforce development agencies.

To maximize HHAP-3 funding, providers are encouraged to coordinate with local workforce investment boards and social services agencies to determine if clients are eligible for existing employment programs. For clients that are ineligible for existing programs, examples of eligible uses for HHAP-3 funding to provide access to job programs include but are not limited to:

- Transportation Costs
- Quality child care
- Cost of equipment necessary for job/education programs
- Subsidizing costs to attend job/education related programs

- d. Youth Centric Programs - geared towards ending youth homelessness should ensure services are tailored around the specific needs of the unaccompanied youth. Understanding the causes of youth homelessness can help design effective systems and interventions.

HHAP-3 applicants should employ the following housing services practices and interventions for Youth Programs:

- Youth, including those who are transgender and gender non-conforming, have access to inclusive, nondiscriminatory shelter and housing.
- Programs prioritize family reunification or support reunification as the initial intervention for youth experiencing homelessness.
- Youth in crisis are provided alternative housing models such as flexible emergency shelter responses or host homes.
- Rapid re-housing programs offered to youth are tailored to youth.
- Supportive housing units are prioritized for the most vulnerable.

1. **Staffing Requirements** - Necessary professional staff to meet the needs of the homeless population following the Housing First model (e.g., case managers, clinicians, medical staff, peer advocates, employment specialists, and eligibility specialists). Applicants must have the readiness capacity to immediately perform and administer homeless efforts through this funding.

2. **Administrative Requirements**

- a. Providers must be able to demonstrate that HHAP-3 funds were expended for eligible uses to benefit members of the target population. OHS will include reporting

requirements and due dates in the standard agreement executed prior to distribution of HHAP-3 funds to the providers. At this time, the annual reporting requirements include, as well as any additional information OHS or the State deems appropriate or necessary:

- An ongoing tracking of the specific uses and expenditures of any program funds broken out by the eligible uses listed, including the current status of those funds;
- The number of homeless individuals served by the program funds in that year and a total number served in all years of the program, as well as the homeless population served;
- The type of housing assistance provided, broken out by the number of individuals; and
- Outcome data for an individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exists, and exit types for unsuccessful housing exits.

The first report will be due on December 31, 2023 to the State and annually on that date thereafter until December 31, 2025. The final report will be due on October 1, 2026. Frequency of reporting requirements are subject to change.

- b. OHS will use the reports submitted to ensure that providers are on track to expend 50 percent of HHAP-3 funds by May 31, 2024 and 100 percent of HHAP-3 funds by June 30, 2026. OHS will provide direct oversight to recipients of HHAP-3 funds.

### **3. Additional Requirements**

- a. The Coordinated Entry System (CES) is a referral process that currently coordinates with the SBC CoC. The CES 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. Per Health and Safety Code Section 50219(a)(9), HHAP-3 applicants should ensure that funded programs are integrated within the local CES.

All those participating with CES will need to apply to participate with the Homeless Management Information System (HMIS). The 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.

- b. The methodology of providing services will follow the Housing First policy. This is an approach that offers permanent, affordable housing 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.

Housing First providers offer services as needed and do not make housing contingent on the participation in services (e.g., sobriety, engagement in treatment, service

participation requirements). Senate Bill (SB)1380 (Mitchell, Chapter 847, Statutes of 2016) requires all state-funded programs providing housing or housing-based services to people experiencing homelessness to incorporate the core components of Housing First as enumerated in Welfare and Institutions Code Section 8255.

## VI. APPLICATION SUBMISSION

### A. GENERAL

1. All interested and qualified Applicants are invited to submit an Application for consideration. Submission of an Application indicates that the Applicant has read and understands the entire RFA, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFA have been resolved.
2. Applications must be received by the designated date and time. **Late or incomplete Applications will not be accepted.** An electronic response must be submitted to the following email address: [HomelessRFP@hss.sbcounty.gov](mailto: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 an Application package, which must be submitted in the following format:

#### 1. Presentation

Each page of the Application, 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 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.
- c. 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.
- d. 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.
- e. A statement that the Applicant, if selected, will comply with all applicable rules, laws and regulations.
- f. A statement that the Applicant has reviewed the RFA and General Contract Terms in their entirety and have no exceptions to any requirements, terms or conditions, except as noted in Attachment H.

**5. Statement of Experience and Qualifications**

Include the following in this section of the Application:

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

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

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

**7. Project Description**

The Application should include the following under the Project Description:

- a. A brief synopsis of the Applicant's understanding of the County's needs and how the Applicant plans to meet them.
- b. A detailed statement of the proposed Services.

**8. Work Plan and Schedule**

Include the following:

- a. Summary of management/work plan for this Project.
- b. Project schedule

**9. Certification Regarding Debarment or Suspension**

Complete Attachment D

**10. Budget**

Submit a detailed budget with each Application (Attachment E).

**11. Reserved - Attachment F.**

**12. Former County Officials**

Complete Attachment G.

**13. Exceptions to RFA**

Complete Attachment H.

**14. Public Records Act Exemptions**

Complete Attachment I – Public Records Act Exemptions if applicable.

**15. 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.

**16. HHAP-3 Project Application**

Complete Attachment K.

**VII. EVALUATION**

Applications will be subject to an Initial Review to confirm responsiveness, by determining whether each Application includes the stipulated content, required information, 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 on Exhibit A – HHAP-3 Regional Project 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.

Evaluation panels will be established comprised of voting members of each Regional Steering Committee with responsibility for reviewing all regional specific Applications and conducting the evaluation process. A Facilitator will manage the integrity of the evaluation process and will not be a voting member of the evaluation panels. An initial meeting will be scheduled via telephone/teleconferencing and held with the evaluation panel members, and all relevant documents will be distributed electronically 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 their scores.

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

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

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

Once all ratings are finalized and documented, the Facilitator will collect and compile all individual evaluation worksheets to present the regional evaluation panel recommendations to the full Regional Steering Committee for review and adoption. It is anticipated that the results of the evaluation process and the Regional Steering Committee recommendations will be presented to the ICH on June 28, 2023, 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.

In the event no proposals are selected or are not received for a region or regions, the County may negotiate with the highest-ranked Applicants to serve the region(s). The County may also reassign the funding from that region to the other regions in conjunction with the Interagency Council on Homelessness.

### **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. Reserved**

**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 cancelation of the award.

**IX. APPEAL PROCESS**

In the event a dispute arises concerning the Evaluation process, the Applicant raising the dispute shall submit a request for resolution in writing to OHS no later than 9:00 P.M. (local time) on Thursday, June 22, 2023. The Applicant may appeal the recommended award or denial of award (Protest).

The Appeal will be presented at the ICH meeting on June 28, 2023. In the event that a protesting Applicant does not appear at the June 28, 2023, ICH meeting, the Protest will be disallowed.

Any decision of ICH shall be deemed final. The protest procedures constitute the sole administrative remedy available to the Applicant under this RFA. Upon exhaustion of this remedy no additional recourse is available.

**X. TERMS AND CONDITIONS**

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

**12. Damage to County Property**

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

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

**13. Debarment and Suspension**

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

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

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

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

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

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

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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".

**24. Nondisclosure**

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

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. Release of Information**

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

**30. 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.

**31. 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.

**32. 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:

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

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

**33. 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.

**34. Termination for Convenience**

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

**35. Time of the Essence**

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

**36. 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.

**37. 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.

**38. Reserved**

**39. Fiscal Provisions**

- a. The maximum amount of 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 invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract.
- 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.

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

### **1. Indemnification**

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

#### **Additional Insured**

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

#### **Waiver of Subrogation Rights**

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

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

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

### **Severability of Interests**

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

### **Proof of Coverage**

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

### **Acceptability of Insurance Carrier**

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

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

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

### **Failure to Procure Coverage**

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

### **Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or

available, the Director of Risk Management or designee is authorized, but not required, to change the these insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

## 2. Insurance Specifications

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

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

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

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

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

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

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

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

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)

- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

**Automobile Liability Insurance**

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

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

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

**Umbrella Liability Insurance**

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

**Professional Services Requirements**

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

or

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

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

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

**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.

**C. Right to Monitor and Audit**

**1. Right to Monitor**

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

**2. Records**

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

All records relating to the Contractor's personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

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

**D. Correction of Performance Deficiencies**

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

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

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

**ATTACHMENT A – COVER PAGE**

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

Items Completed		Page (s)
1.	Attachment A – Cover Page	1
2.	Attachment B – Statement of Certification	2
3.	Attachment C – Licenses, Permits, and/or Certifications	3
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	4
5.	Attachment E – Budget	5-6
6.	Attachment F – Reserved	7
7.	Attachment G – Employment of Former County Officials	8
8.	Attachment H – Exceptions to RFA	9
9.	Attachment I – Public Records Act Exemptions	10
10.	Attachment J – Indemnification and Insurance Requirements Affidavit	11-12
11.	Attachment K – HHAP-3 Project Application	13-24

Applicant Name: The City of Colton

Address: 650 N. La Cadena Drive Colton, CA 92324

Mailing Address (if different): \_\_\_\_\_

Telephone No.: 909-370-6157 FAX No.: 909-777-3357

Email Address: dfarrar@coltonca.gov

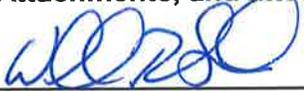
Federal Tax ID: 95-6000694

RFA Contact (Name/Title): Debra Farrar

Name of Authorized Representative: William R. Smith

Title of Authorized Representative: City Manager

**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: 10 May 2023

**ATTACHMENT B  
STATEMENT OF CERTIFICATION**

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

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Disagree with qualification (initial and attach explanation)</b>
1.	The offer made in the Application is firm and binding for nine (9) months from the Deadline for Applications.		
2.	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.		
3.	Applicant agrees that all aspects of the RFA and the Application submitted shall be binding if the Application is selected and a Contract awarded.		
4.	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.		
5.	Applicant, if selected will comply with all applicable rules, laws and regulations.		
6.	The RFA has been reviewed in its entirety and Applicant has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.		



---

**ATTACHMENT D**

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

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

1. The Applicant certifies, to the best of its knowledge and belief, that neither the Applicant nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website ([www.sam.gov](http://www.sam.gov)).
2. The 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 non-procurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website ([www.sam.gov](http://www.sam.gov)).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The 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 – BUDGET**

**A detailed budget is required for each Application submission. Use this page as the cover sheet for the Budget.**

**City of Colton**

## HHAP Round 3

Contact Person **Deb Farrar, Director of Community Services**  
dfarrar@coltonca.gov 909 370 6157

Round 3 of the Homeless Housing, Assistance and Prevention Program funding would provide the City of Colton the opportunity to continue their current services through the previous HHAP grant and expand services to include a street outreach team and case management. The City of Colton has a goal of providing a direct response to the current global issue of homelessness through a Housing First approach. In order to continue to respond to the already prevalent need for housing assistance, the repercussions of the rising rate of inflation have added additional need for the City of Colton to continue the establishing programming. They will meet those who are literally homeless, at-risk of homeless, elderly and unaccompanied youth where they are, providing services based on the needs each individual is experiencing. The proposed Homeless Housing, Assistance, and Prevention Program would provide the City the ability to continue assistance for 12 months with: 1) Rental Assistance, 2) Rapid Re-Housing, 3) Prevention Services including Housing Search, and Job Search. The additional service of a street outreach team and a case manager would allow the City to take services directly to those who are chronically homeless, literally homeless, elderly and unaccompanied youth who are not housed or connected to services. The new project will continue to be facilitated through the City's Community Services Department.

**PROGRAM STAFF** January 2024 - June 2026

		Total
Homeless Solutions Coordinator	Full time, benifited position at 40 hours a week for 27 months	\$ 166,657.50
Part Time Case Manager	20 hours per week for 24 months	\$ 59,746.96
Part Time Staff	10 hours per week for 24 months	\$ 28,998.84
<b>Program Management</b>		<b>\$ 255,403</b>

**PROGRAMS & SERVICES**

Service	# of Participants	Rate	Months	
Street Outreach - Contracted Service	50		24	\$ 150,000
Rental Assistance & Rapid Re-Housing	25-35	\$5,000 Maximum	12	\$ 125,000 Beginning June 2025
<b>Service Delivery</b>				<b>\$ 275,000</b>

**GRANT REQUEST \$530,403.30**

**ATTACHMENT F – RESERVED**

Attachment not required.





---

**ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS**

APPLICANT NAME The City of Colton

ADDRESS 650 N. La Cadena Drive Colton, CA 92324

TELEPHONE # 909-370-6157

FAX # 909-777-3357

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.**

**NO EXCEPTIONS** 

**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 Application (RFA). If the County of San Bernardino ("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.

Self – Insured (see attached)

Insurance Broker / Agency Name \_\_\_\_\_ Date \_\_\_\_\_

Insurance Broker's / Agent's Name (Printed) \_\_\_\_\_ Insurance Broker's / Agent's Name (signature) \_\_\_\_\_

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

Telephone Number \_\_\_\_\_ FAX Number \_\_\_\_\_ Email Address \_\_\_\_\_

Applicant's Name \_\_\_\_\_ County RFA Name and Number \_\_\_\_\_

**Below State the Name of Insurance Company Providing Coverage:**

DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

Commercial General Liability \_\_\_\_\_ Automobile Liability \_\_\_\_\_

Workers' Compensation Liability \_\_\_\_\_ Professional Liability \_\_\_\_\_

Cyber Liability \_\_\_\_\_ Pollution Liability \_\_\_\_\_

Sexual Abuse Liability \_\_\_\_\_

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

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

If you have any questions about the Insurance Requirements, please contact Mr. Rafael Viteri, County of San Bernardino - Risk Management Department, at (909) 386-8730 or via e-mail [rviteri@rm.sbcounty.gov](mailto:rviteri@rm.sbcounty.gov) (Please provide name of RFA with your email question(s)).



May 8, 2023

County of San Bernardino  
Community Development and Housing Agency  
Office of Homeless Services  
303 East Vanderbilt Way, 1<sup>st</sup> Floor  
San Bernardino, CA 92415-0026

RE: HEAP Contract

To whom it may concern:

The City of Colton is self-insured and has a self-insured general liability retention of \$500,000. There are adequate insurance reserves to cover the self-insurance fund. In addition, the City belongs to the Public Entity Risk Management Authority (PERMA) and has additional excess coverage up to \$50 million.

Should you need additional information, please contact me at (909) 370-5063.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas Cody", is written over a horizontal line.

Thomas Cody  
Human Resources and Risk Management Director

---

**ATTACHMENT K  
HHAP-3 PROJECT APPLICATION**

**Purpose**

The California Homeless Housing, Assistance and Prevention Program, Round 3 (HHAP-3) is a \$1 billion dollar block grant program designed to provide Continuums of Care, counties, large cities, and federally recognized tribes with grant funds to support regional coordination and to expand or develop local capacity to address immediate homelessness challenges throughout the state.

**Program Overview**

HHAP Round 3 funding is designed to build on regional coordination developed through previous rounds of HHAP grant funding, as well as the Homeless Emergency Aid Program (HEAP) and COVID-19 funding administered by Cal ICH. HHAP Round 3 funds should be used to continue to build regional coordination and a unified regional response to reduce and end homelessness informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

On January 25, 2023, the SBC CoC Interagency Council on Homelessness (ICH) authorized the San Bernardino County Office of Homeless Services (OHS) to release a Request for Applications (RFA) for the SBC CoC to fund \$2,902,994.85 in HHAP-3 eligible activities throughout San Bernardino County to be distributed as follows:

- a. **\$1,417,232.87** - Central Valley Region which encompasses the cities of Colton, Fontana, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernardino, Yucaipa, and the surrounding unincorporated communities.
- b. **\$518,169** - Desert Region which encompasses the cities of Adelanto, Apple Valley, Barstow, Hesperia, Victorville, and the surrounding unincorporated communities.
- c. **\$162,725** - East Valley Region which encompasses the cities of Needles, Twentynine Palms, Yucca Valley, and the surrounding unincorporated communities.
- d. **\$141,817** - Mountain Region which encompasses the City of Big Bear Lake and the unincorporated San Bernardino mountain communities which include Big Bear, Blue Jay, Cedar Glen, Cedarpines Park, Crestline, Forest Falls, Green Valley Lake, Lake Arrowhead, Rimforest, Running Springs, Skyforest, Sugarloaf, and Twin Peaks.
- e. **\$350,901** - West Valley Region which encompasses the cities of Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland, and the surrounding unincorporated communities.
- f. **\$312,149.98** for countywide services to unaccompanied homeless youth populations

All project proposals will be evaluated for compliance with eligible uses of HHAP-3 funds as identified in Section V.B.1 of this RFA and the core components of Housing First as defined in state Welfare and Institutions Code 8255(b).

In addition, project proposals for CoC HHAP-3 funds must align with one or more of the Strategies to Achieve Outcome Goals identified above in Section V.A. and outlined in Table 5 (attached as Exhibit B) of the CoC Local Homelessness Action Plan and identify how many units, beds and/or households served the project will contribute to achieving the following results:

1. At least 300 new units of permanent supportive and/or service-enriched housing will be occupied by June 2024.
2. At least 300 additional households will exit homelessness and achieve permanent housing stability through rapid rehousing activities by June 2024.
3. At least 200 additional shelter/interim housing beds will be occupied by January 2024.
4. At least 500 households living housing insecure and/or at-risk of homelessness will be prevented from becoming homeless through systemwide diversion and prevention strategies.
5. At least 500 households at imminent risk of homelessness will be prevented from becoming homeless through eviction prevention strategies.
6. At least 100 high utilizers of safety net services and experiencing chronic homelessness will achieve permanent housing stability by January 2024.

(Please note that individual project proposals are expected to *contribute to* the identified strategic outcome goals and not achieve the identified outcome goals through a single project.)

#### **Instructions**

- Carefully read the entire RFA and attached documents.
- Answer all questions as specifically and completely as possible.
- Type your answers, do not print.
- If proposing services for more than one region, submit a separate Application for each region.
- Can only propose service categories listed under each region; can check more than one service category per region.
- A detailed budget is required for each Application.

<b>A. Applicant Information</b>	
1.	Name of Applicant: City of Colton
2.	Applicant's Legal Name: City of Colton
3.	Address: 650 N. La Cadena Drive City: Colton State: CA Zip: 92324
4.	Mailing Address (if different than above): City: State: Zip:
5.	Contact Person: Debra Farrar
6.	Title: Director of Community Services
7.	Contact Phone: 909-370-6157
8.	Contact Email: dfarrar@coltonca.gov

<b>B. Applicant Statement of Experience and Qualifications</b>	
1.	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 City of Colton
2.	Number of years the Applicant has been in business under the present business name, as well as related prior business names. 136 years
3.	Do you have any commitments or potential commitments that may impact your ability to perform the Contract if awarded?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If yes, explain.

<b>C. Regions/Strategies to Achieve Outcome Goals (must submit a separate Application for each region)</b>	
1.	<b>Regional or Countywide Youth Serving Project</b>
	Indicate the SBC CoC Region in which the proposed project service activities will be provided:  <input checked="" type="checkbox"/> Central Valley Region <input type="checkbox"/> Desert Region <input type="checkbox"/> East Valley Region <input type="checkbox"/> Mountain Region <input type="checkbox"/> West Valley Region  <input type="checkbox"/> Services specifically for Homeless Youth

<b>2. Strategies to Achieve Outcome Goals</b>
<p>Indicate which of the strategies to achieve outcome goals the proposed project service activities are designed to help meet (select as many as applicable for this project).</p> <p>Applicants for the Central Valley, Desert, East Valley, and West Valley Regions may select from the following strategies:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> At least 300 new units of permanent supportive and/or service-enriched housing will be occupied by June 2024.</li><li><input type="checkbox"/> At least 300 additional households will exit homelessness and achieve permanent housing stability through rapid rehousing activities</li><li><input type="checkbox"/> At least 200 additional shelter/interim housing beds will be occupied by January 2024.</li><li><input checked="" type="checkbox"/> At least 500 households living housing insecure and/or at-risk of homelessness will be prevented from becoming homeless through system wide diversion and prevention strategies.</li><li><input checked="" type="checkbox"/> At least 500 households at imminent risk of homelessness will be prevented from becoming homeless through eviction prevention strategies.</li><li><input type="checkbox"/> At least 100 high utilizers of safety net services and experiencing chronic homelessness will achieve permanent housing stability by January 2024.</li></ul> <p>Applicants for the Mountain Region may select from the following strategies:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> At least 300 additional households will exit homelessness and achieve permanent housing stability through rapid rehousing activities</li><li><input type="checkbox"/> At least 200 additional shelter/interim housing beds will be occupied by January 2024.</li><li><input type="checkbox"/> At least 500 households at imminent risk of homelessness will be prevented from becoming homeless through eviction prevention strategies.</li></ul> <p>Complete the "Project Description" section, explaining in detail how the services for the proposed project, including number of units, beds and/or households served, will contribute to achieving the strategic outcome goals selected.</p>

<b>D. Project Description</b>
<p>Project Name: Colton Homeless Prevention and Resources Program</p>
<p>In this section provide a concise description of the proposed project, its purpose, and its beneficiaries. Provide details for each category(ies) selected above. Consider items addressed under Section V. Scope of Work in your project description.</p> <p>Homeless Housing, Assistance and Prevention Program Round 3 funding would provide the City of Colton the opportunity to expand current services and resources provided through the original HEAP and HHAP grant. The City of Colton has a goal of providing a direct response to the current global issue of homelessness through a Housing First approach. In order to continue to respond to the already prevalent need for housing assistance, the repercussions the rising inflation rate have added additional need for the City of Colton to continue/expand establishing programming. They will meet those who are literally homeless, at-risk of homeless, elderly and unaccompanied youth where they are, providing them services based on the needs they are experiencing. The proposed Homeless Housing, Assistance, and Prevention Program would provide the City the ability to continue their assistance with: 1) Rental Assistance, 2) Rapid Re-Housing, 3) Prevention Services including Housing Search, and Job Search. The new project will continue to be facilitated through the City's Community Services Department.</p> <p>The City of Colton's Homeless Assistance program was created as a recipient of the Homeless</p>

Emergency Aid Program (HEAP) grant in 2019 and continued services as a recipient of the Homeless Housing, Assistance and Prevention Program (HHAP) grant at the end of 2020. The current services are funded through June 2025 and would only request additional funding for twelve months for eviction prevention, rapid re-housing, bridge housing, navigation services, prevention services, security deposits, and landlord incentives. The Luque Community Center located at 292 East O Street Colton, CA 92324, has become the homeless prevention and resource center for the City of Colton. This center provides direct services for eviction prevention, rapid re-housing, bridge housing, navigation services, prevention services, security deposits, and landlord incentives. In addition to the homeless assistance, the Luque Center houses the Colton Community Closet which has a food pantry, clothing, shoes, hygiene items, and limited medical supplies. This service is provided by appointment only. Twice a month, the Luque Center is also the location for monthly emergency food giveaway in partnership with the Community Action Partnership of San Bernardino. The City of Colton is looking forward to the upcoming renovation of the Luque Center into a Homeless Resource and Prevention Center which will further expand the City's service ability. The upcoming renovation is funded through the State of California and the expanded center will include showers, computer lab, meeting space for virtual interviews, enrichment classes, and space for case management, as well as expanded food and clothing pantries.

With this renovation in mind, the City is poised expand services to include a contracted 'Street Outreach' Team through RFP for 24 months that would include a combination of social workers, healthcare professionals, case manager and wrap around services for those who are currently unsheltered in the city. The anticipation is that the 'Street Team' would be contracted for basic services the first year and then double the amount of service requests the second year if outcomes are positive. The 2022 Point In Time Count found that 39.9% of those counted became homeless for the first time during the previous 12 months which illustrates the need for services to be taken directly to those who are unhoused. The proposed expansion of services would include assessment via local CES and connection with critical services and emergency shelter. In addition, the 2022 Point In Time Count showed a 7% increase in unsheltered individuals in Colton. To serve more individuals and better provide wrap around services, the program would add a part time case manager position. This would also allow the Homeless Solutions Coordinator to manage the contracted 'Street Outreach' Team.

#### **E. Work Plan and Schedule/Project Readiness**

Provide a summary of the work plan for this project and the project schedule.

The City of Colton's Homeless Assistance program is housed at the Luque Community Center located at 292 East O Street Colton, CA 92324, has become the homeless prevention and resource center for the City of Colton. This center provides direct services for eviction prevention, rapid re-housing, bridge housing, navigation services, prevention services, security deposits, and landlord incentives.

In order to provide immediate & comprehensive services to those who are literally homeless, at-risk of homeless, elderly and unaccompanied youth, the City of Colton will continue to expand on its services serving its community. The department will coordinate with the County of San Bernardino's Continuum of Care Coordinated Entry System and to ensure residents from The City of Colton are prioritized appropriately, preventing families and individuals from becoming homeless. All services listed below will be available by phone and in person by appointment at the Luque Center, Monday-Friday, 8:00am-5:00pm. These services will be provided during grant length of January 2024 – June 2026.

- 1) **Rental Assistance:** The primary adjective is to assist families who are in imminent crisis of losing their housing due to loss of income and being unable to pay their rent. The Department will work with residents to identify and secure assistance that best matches the needs through a client direct approach.

- 2) Rapid Re-Housing: Utilizing the Housing First Model, we will provide quick and efficient housing solutions for families and individuals to exit homelessness and return to permanent housing.
- 3) Prevention Services: With the increasing need for more in-depth client based approach, we work to increase the success of those requesting assistance by focusing their efforts on preventing homelessness. We assist clients with housing search, job search, future goal planning, household budgets, and provide extended services such as food, clothing, hygiene, and medical supplies to each family or individual.
- 4) Outreach: Partnering with a contracted vendor and city public safety departments, we will engage and provide services to unhoused individuals including connecting them with emergency shelter and/ or other critical services.

#### **F. Long Term Results**

Specify the long-term results and how they will be produced through implementation of the project.

The City of Colton will continue to further their services currently provided. They will continue with their established system for assisting residents who are at risk of imminent homelessness and literally homeless, by connecting them to services needed to stabilize them. The long term result will be for 75% of all clients entered into our program for services will remain in their housing for at least six months after their initial contact with us and preferably a year after our services has commenced.

**G. Project Sustainability**

Explain how will the project be sustained after this one-time funding is exhausted. If project is not sustainable after these one-time funds are exhausted, explain how these one-time funds result in immediate homelessness resolution without the need for long-term funding.

Throughout the timeframe January 2024–June 2026, the Homeless Services Coordinator will continue to work to establish procedures and policies that are sustainable for the Homeless Housing, Assistance and Prevention Program funding. We will continue to publicize our project to our community increasing our reach within the community to be able to provide well rounded services. As we see the communities' needs being met, we will continue fostering their resilience and connecting them to available services within the County of San Bernardino. During the course of the Homeless Housing, Assistance and Prevention Program, the Homeless Solutions Coordinator will actively seek additional funding sources including grants, corporate sponsorships, and community partners who may adopt our future endeavors, further City Council has identified a portion of CDBG funding toward homeless services since 2019 and will continue to do so. These one-time funds will allow the City of Colton to continue providing a program to the community that is recognized as being vital and a valuable resource.

**H. Collaboration**

Provide the names of the service providers and/or municipalities with which there will be collaboration. Include details of the collaboration efforts; such as, what role(s) does each partner have in implementing the proposed project?

The City of Colton will coordinate with the San Bernardino County Office of Homeless Services, the Homeless Provider Network for Central Valley, the Continuum of Care Coordinated Entry System, and the Central Valley Regional Steering Committee to stay up to date on the resources available for the City's target population of literally homeless, at-risk of homelessness, elderly and at-risk youth. The City of Colton will also collaborate with the Colton Joint Unified School District (CJUSD) to assist with identifying families in need and determine what resources can be provided. The City will also connect with local churches and non-profit groups to explore existing services that connect residents to services. The City will work with local public safety departments and the contracted 'Street Team' to identify unsheltered chronically homeless within the city in order to offer supportive services and community resources.

**I. California's Housing First Policy**

Check box to indicate the proposed project will conform with California's Housing First Policy.

**J. Coordinated Entry System (CES)**

HHAP-3 funded projects are to be integrated within the local CES. Describe the project's prioritization criteria.

A brief application will be completed by all those who request services. If determined client meets the criteria of our services (i.e. Colton resident, at imminent risk, elderly, at-risk youth, etc.) we will move forward in creating a plan of action that is client based and tailor it to best stabilize the client. We will utilize the Coordinated Entry System to assist us in prioritizing Rapid Re-Housing clients who have completed the VI-SPDAT with their Housing Coordinators.

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

All project participating with CES will need to apply to participate with the local HMIS.

- Currently participate in HMIS?       Agrees to participate in HMIS?

**L. Measurable Outcomes**

What will be the indicators that the proposed project is successful at resolving homelessness? How will these be measured? Please include the projected number of unduplicated homeless clients/persons to be served during the program administration. If you are proposing a housing related project, provide the projected retention rate.

The project indicators are expected to reflect success at resolving homelessness. Each indicator represents data that will be tracked from the beginning and throughout the entire project period. Each goal will be tracked throughout the entire project period. The Homeless Solutions Coordinator and Case Manager will be responsible for identifying the best strategies for addressing, tracking and completing these goals. These goals include (all figures are estimates):

- The projected number of homeless or at imminent risk of homeless families/individuals to be served by program funds is 25-35 households.
- The projected number of homeless or at imminent risk of homeless families/individuals who will receive Rental Assistance will be 25-35 households.
- The projected number of homeless or at imminent risk of homeless families/individuals who will receive Rapid Re-Housing will be 15-25 households.
- The projected number of homeless or imminent homeless individuals who receive rental assistance or subsidies and remain in their homes six months after their initial contact is at least 75%.
- The number of literally homeless or chronically homeless to be contacted in unsheltered locations and be connected to wrap around services is 50 households.

**M. Administrative Capacity**

Describe your agency's/organization's administrative capacity that will allow effective implementation of the proposed project and capacity to submit timely documentation and reports.

The City of Colton strives to continue providing a program with strong leadership that develops long lasting strategies to improve our community members' lives. As a municipality, we have the administrative capacity and support to ensure our program is success. Our City Manager, City Council, and all City Departments are supportive of our goals and provide proactive assistance. Our Community Services Department consists of three divisions: Library Services, Recreation Services, and Early Childhood Education. Between these three departments, we are able to collaborate within our wide range of unique services and provide them to our clients. Our comprehensive array of programs gives us the experience and understanding when assisting our community allowing us to provide the emergency services to our at-risk, literally homeless, elderly and at-risk youth communities. The Director of Community Services, who reports to the City Manager, oversees the City's Department staff which includes the Homeless Services Coordinator. The Homeless Solutions Coordinator will also receive support from a Case Manager and a Community Services Specialist funded from CDBG funds. Should any additional support be needed, the Community Services team will provide needed services.

## EXHIBIT A

### San Bernardino City & County Continuum of Care (SBC CoC) 2023 HHAP-3 Regional Project Application Scoring Guidelines

The **Homeless Housing, Assistance, and Prevention Round 3 (HHAP-3) Program** funding provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges informed by a best-practice framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

All HHAP Regional Project Applications will be reviewed by their respective **SBCHP Regional Steering Committee** which will submit their recommendations to the **Interagency Council on Homelessness** for final approval. All project applications will be reviewed and scored by the Regional Steering Committees based on the following:

- The extent to which the proposed project meets the CoC's HHAP-3 Project Application Eligibility threshold.
- The extent to which the proposed project aligns with the Strategies to Achieve Outcome Goals outlined in the CoC HHAP-3 Local Homelessness Action Plan.
- The extent to which the proposed project is for a HHAP-3 eligible use that will expend funds on evidence-based solutions that address and prevent homelessness among eligible populations – persons who are currently experiencing or at imminent risk of homelessness.
- The extent to which the proposed project addresses a priority activity and/or target population.
- The extent to which the proposed project aligns with CoC goals, strategies, and services, both short-term and long-term, to make the experience of homelessness rare, brief, and non-recurring in San Bernardino County.

#### **Housing First Emphasis (Pass or Fail)**

- Does the proposed project conform to California and the CoC's Housing First policy? Yes or No
- Does the applicant organization emphasize housing first practices that include rapid placement and stabilization for housing permanency without service participation requirements or preconditions? Yes or No

#### **A. Addressing Regional Needs & CoC Outcome Goals (30 points)**

- The extent to which the proposed project addresses one or more of the Strategies to Achieve Outcome Goals outlined in the CoC HHAP-3 Local Homelessness Action Plan.
- The extent to which the proposed project addresses an identified Regional priority for eligible use of HHAP-3 funding, if applicable.
- The extent to which the proposed project addresses an identified or otherwise unmet Regional service need.
- The extent to which the Applicant has an existing service presence within the Region.

#### **B. Project Focus (25 points)**

- The extent to which the proposed project is for a HHAP-3 eligible use.
- The extent to which the proposed project helps to expand or develop regional 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 among eligible populations.

**C. Coordination and Collaboration (20 points)**

- The extent to which the proposed project supports regional coordination and collaboration to address immediate homelessness challenges.
- The extent to which the applicant will coordinate the proposed project activities through the CoC coordinated entry system 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.

**D. 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 implementation of the proposed project upon HHAP-3 contract execution.
- The extent to which the applicant's proposed project supplements and does not supplant any current program funding.
- The applicant's ability and capacity to document, track and report eligible use of funds and measurable outcomes as required by the state.
- The applicant's proposed budget costs are adequate, efficient, and realistic to complete the project and meet proposed outcomes.

**Exhibit B**  
**SBC CoC Local Homelessness Action Plan**

CA-609 San Bernardino City & County CoC		
Table 4. Outcome Goals		
<b>Outcome Goal #1a: Reducing the number of persons experiencing homelessness.</b>		
<b>Baseline Data:</b>	<b>Outcome Goals July 1, 2021 - June 30, 2024</b>	
<b>Annual estimate of number of people accessing services who are experiencing homelessness</b>	<b>Decrease/Increase in # of People</b>	<b>Decrease/Increase as % Change from Baseline</b>
8,962	1,930	22%
<b>Outcome Goal #1b: Reducing the number of persons experiencing homelessness on a daily basis</b>		
<b>Baseline Data:</b>	<b>Outcome Goals July 1, 2021 - June 30, 2024</b>	
<b>Daily Estimate of # of people experiencing unsheltered homelessness</b>	<b>Reduction in # of People</b>	<b>Reduction as % Change from Baseline</b>
2,390	234	-10%
<b>Outcome Goal #2: Reducing the number of persons who become homeless for the first time.</b>		
<b>Baseline Data:</b>	<b>Outcome Goals July 1, 2021 - June 30, 2024</b>	
<b>Annual Estimate of # of people who become homeless for the first time</b>	<b>Reduction in # of People</b>	<b>Reduction as % Change from Baseline</b>
4,723	472	-10%
<b>Outcome Goal #3: Increasing the number of people exiting homelessness into permanent housing.</b>		
<b>Baseline Data:</b>	<b>Outcome Goals July 1, 2021 - June 30, 2024</b>	
<b>Annual Estimate of # of people exiting homelessness into permanent housing</b>	<b>Increase in # of People</b>	<b>Increase as % Change from Baseline</b>
3,030	477	16%
<b>Outcome Goal #4: Reducing the length of time persons remain homeless.</b>		
<b>Baseline Data:</b>	<b>Outcome Goals July 1, 2021 - June 30, 2024</b>	
<b>Average length of time (in # of days) persons enrolled in street outreach, emergency shelter, transitional housing, safe haven projects and time prior to move-in for persons enrolled in rapid rehousing and permanent housing projects</b>	<b>Decrease in Average # of Days</b>	<b>Decrease as % Change from Baseline</b>
131	31	-24%
<b>Outcome Goal #5: Reducing the number of persons who return to homelessness after exiting homelessness to permanent housing.</b>		
<b>Baseline Data:</b>	<b>Outcome Goals July 1, 2021 - June 30, 2024</b>	
<b>% of people who return to homelessness after having exited homelessness to permanent housing</b>	<b>Decrease in % of People who return to Homelessness</b>	<b>Decrease as % Change from Baseline</b>
8.18%	2%	-24%
<b>Outcome Goal #6: Increasing successful placements from street outreach.</b>		
<b>Baseline Data:</b>	<b>Outcome Goals July 1, 2021 - June 30, 2024</b>	
<b>Annual # of people served in street outreach projects who exit to emergency shelter, safe haven, transitional housing, or permanent housing destinations.</b>	<b>Increase in # of People Successfully Placed from Street Outreach</b>	<b>Increase as % of Baseline</b>
239	239	100%

**Exhibit B**  
**SBC CoC Local Homelessness Action Plan**

<b>CA-609 San Bernardino City &amp; County CoC Table 5 - Strategies to Achieve Outcome Goals</b>
<b>1. Facilitate innovative housing solutions</b> focusing on smaller scale projects using alternative typologies (such as tiny homes, accessory dwelling units and shared living environments) and alternative housing production delivery methods (such as prefab manufactured, shipping container and 3-D printed housing units), as well as public-private partnerships and innovative financing, to create new units of permanent supportive and/or service-enriched affordable housing.
➤ <b>At least 300 new units of permanent supportive and/or service-enriched housing will be occupied by June 2024.</b>
<b>2. Expand funding resources committed to rapid rehousing programs</b> implemented through a coordinated, standardized, systematic approach as outlined in the SBCHP Rapid Re-Housing Program Standards, Practices & Model Guidelines to increase the number of people/households achieving successful exits into permanent housing stability.
➤ <b>The number of households exiting homelessness and achieving permanent housing stability through rapid rehousing activities will increase by 300 households by June 2024.</b>
<b>3. Expand the pool of CoC system-engaged, year-round shelter beds and interim housing units</b> using a combination of facility-based programs, voucher-based programs and other innovative approaches and focus a greater percentage of resources on successful shelter exits to permanent housing.
➤ <b>At least 200 additional shelter/interim housing beds will be occupied by January 2024.</b>
<b>4. Establish a coordinated, collaborative, multi-source flexible funding pool</b> along with system-wide standards and practices to facilitate targeted homeless diversion and prevention strategies to reduce the number of people and households that become homeless for the first time by 10% annually.
➤ <b>At least 500 households living housing insecure and/or at-risk of homelessness will be prevented from becoming homeless through systemwide diversion and prevention strategies and practices.</b>
<b>5. Establish a multi-source flexible funding pool</b> to implement a comprehensive, coordinated, countywide eviction prevention program prioritizing households with income at/or below 80% AMI.
➤ <b>At least 500 households at imminent risk of homelessness will be prevented from becoming homeless through eviction prevention strategies.</b>
<b>6. Establish a Coordinated Outreach Resources &amp; Engagement (CORE) system</b> to facilitate coordinated and collaborative street outreach activities which shall include the targeting of resources to "high utilizers of safety net services" and other persons experiencing chronic and/or long-term homelessness to provide a concentrated level of services and activities to facilitate successful placements from street outreach leading to permanent housing.
➤ <b>At least 100 high utilizers of safety net services and experiencing chronic homelessness will achieve permanent housing stability by January 2024.</b>
<b>7. Implement system improvement and capacity building activities</b> to facilitate greater system coordination, collaboration, resource alignment and performance outcomes to include but not limited to comprehensive systemwide workforce development activities, system supports to maintain homeless services & housing delivery system, and commitment to address racial disproportionality and equitable provision of services and outcomes.

