Request for Proposal No. OHS-9-29-2026 Homelessness Data Analytics and Dashboard Development

San Bernardino County
Office of Homeless Services
560 E Hospitality Ln Suite 200
San Bernardino, CA, 92415
October 26, 2026

I. INTRODUCTION

A. Purpose

The San Bernardino County Office of Homeless Services (County) is seeking Proposals from interested and qualified Proposers to support the development of a comprehensive countywide data analysis and an integrated suite of dashboards for internal, public, and partner use. The selected contractor will collect, integrate, analyze, visualize, and present multiple homelessness related datasets in order to identify trends, system performance patterns, geographic concentrations, and drivers of homelessness across the County.

In addition, the contractor will provide dashboard development, data modeling, training, and ongoing technical support throughout the duration of the contract to ensure long-term sustainability of the County's data environment.

The resulting analytical products, including datasets, dashboards, city level insights, GIS visualizations, and supporting reports, will be used by County leadership, city partners, service providers, and the public to inform decision making, strategic planning, program evaluation, and transparent communication of homelessness system performance.

The purpose of this Request for Proposals is to procure a contractor with demonstrated expertise in data analytics, homelessness system data, dashboard development, Geographic Information Systems (GIS), and outcome reporting. The County seeks a contractor who can integrate multiple datasets, develop a comprehensive set of analytical products, and create public facing and internal dashboards that improve transparency, guide strategic planning, and strengthen performance measurement across the homelessness response system.

The selected contractor will support the County by analyzing trends, understanding system flow, assessing program effectiveness, identifying geographic patterns, evaluating calls for service, and monitoring data quality. The analytical and visualization tools produced through this work will help leadership, service providers, and the public better understand homelessness dynamics and the impacts of County and Continuum of Care (CoC) initiatives over time.

The number of awards will be determined by the quality of the proposals received.

B. RFP Contact

All correspondence, including Proposals and questions, must be submitted to the person identified below (RFP Contact):
San Bernardino County
Office of Homeless Services
Attn: Claudia Doyle
560 E Hospitality Ln Suite 200
San Bernardino, CA, 92415
(909) 501-0610
HomelessRFP@hss.sbcounty.gov

Proposals will only be accepted by email at HomelessRFP@hss.sbcounty.gov. Proposals must be submitted electronically through the email address indicated above. The completed and signed proposal must be received by the Deadline for Proposals specified in Section II – Proposal Timeline.

C. Budget

The County estimates a budget of between $300,000 and $600,000 for completion of this work.

D. Contract Term

Services to be provided under this Request for Proposals (RFP) are outlined under Section V, Scope of Work. The Contract period will be for three (3) years beginning on December 1, 2026 and ending on November 30, 2029. By mutual written agreement of both parties, the Contract may be extended for up to two (2) additional one-year periods. Any extension shall be executed through a formal amendment and is subject to continued availability of funds and satisfactory performance by the Consultant. Pricing for any extension period shall be based on the rates proposed in Attachment I – Fee Proposal Sheet, unless otherwise negotiated and approved by the County through a formal amendment.

E. Reserved

F. Assistance to Proposers with a Disability

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

II. PROPOSAL TIMELINE

Release of RFP	October 26, 2026 at 4:00 PM P.S.T.
Deadline for Submission of Questions	November 2, 2026 by 4:00 PM P.S.T.
Deadline for Proposals	November 23, 2026 by 4:00 PM P.S.T.
Date for Tentative Contract Award	December 2026

Questions regarding the contents of this RFP must be submitted in writing by email to HomelessRFP@hss.sbcounty.gov before the Deadline for Submission of Questions. All questions will be answered and both the question and answer will be posted as an Addendum to the RFP.

III. DEFINITIONS

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

Analytical Outputs: Products such as reports, datasets, trend analysis, visualizations, or performance metrics derived from integrated data.

Board: The San Bernardino County Board of Supervisors.

Coordinated Entry System: 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.

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

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

Dashboard: A digital interface that displays visualized data (charts, maps, indicators) used for monitoring system performance, trends, and operational metrics.

Data Model: A structured definition of datasets, relationships, fields, and rules governing how integrated data will be organized for analysis and reporting.

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

Geographic Information Systems (GIS): Technology that captures, analyzes, and visualizes spatial data, used to identify geographic trends, clusters, and service patterns.

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

Integrated Dataset: A consolidated data structure combining HMIS, CES, PIT, GIS, and other County maintained data sources for analytical use.

Internal Dashboard: A dashboard restricted to County staff used for operational, administrative, or strategic planning purposes.

Office of Homeless Services (OHS): The lead agency for the San Bernardino 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.

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

Power-BI: A business intelligence and data visualization platform developed by Microsoft that enables users to connect to multiple data sources, prepare and model data, and create interactive dashboards, reports, and visualizations for analysis, performance monitoring, and decision-making.

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

Public Facing Dashboard: A dashboard intended for general public viewing that presents approved data in a transparent, accessible manner consistent with County privacy and security requirements.

Purchasing Agent: The Director of the County Purchasing Department.

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

Services: The requested professional services described in this RFP.

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

Tableau: A data visualization and business intelligence platform that connects to various data sources, supports data preparation and analysis, and enables users to create interactive dashboards, charts, maps, and reports for exploring and communicating insights.

IV. PROPOSAL CONDITIONS

A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

B. Term of Offer

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the Proposal submission.

C. Required Review

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

D. Incurred Costs

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

E. Amendments/Addendums to RFP

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

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

F. Best Value Evaluation

As established in this RFP, the County realizes that criteria other than price are important and will award contract(s) based on the Proposal that best meets the needs of the County.

G. Right of Rejection

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

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

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

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

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

H. Reserved

I. Clarification of Offers

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

J. Public Records Act

All Proposals and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code §7290.000). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record.

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

The County will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked “Confidential” in their entirety will not be honored, and the County might not deny public disclosure of any portion of Proposals so marked.

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

K. Employment of Former County Officials

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

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

L. Reserved

M. Disclosure of Criminal and Civil Proceedings

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

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

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

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

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

Proposer certifies in Attachment H 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 H and the following United States General Services Administration's System for Award Management website https://www.sam.gov). Proposer also certifies in Attachment H that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

O. Unsatisfactory Performance

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

P. Final Authority

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

V. SCOPE OF WORK

A. BACKGROUND INFORMATION

The Office of Homeless Services (OHS) maintains several data systems used to monitor homelessness, service utilization, program effectiveness, and geographic trends across San Bernardino County. These systems include HMIS, the Coordinated Entry System (CES), Point-in-Time Count data, and GIS datasets. Other County departments maintain additional datasets related to homelessness, housing programs, behavioral health, emergency response, and human services operations.

Integrating these datasets strengthens the County's ability to understand system flow, trends, and outcomes across multiple service areas that interact with individuals experiencing homelessness. While OHS currently maintains a limited number of dashboards, expanded internal and public dashboards could improve transparency, support decision-making, and enhance operational workflows.

The County seeks a contractor capable of integrating complex datasets, creating new dashboards, improving existing dashboards, and developing analytical tools that identify trends, geographic patterns, service flow, referral pathways, outreach activity, and changes over time. This work will improve data accessibility, consistency, and analytical capacity to support long-term strategic planning, assessment, and public communication.

B. PROJECT DESCRIPTION

The County seeks a contractor to provide comprehensive data integration, analysis, visualization, and dashboard development services that improve the County's ability to understand homelessness trends, system performance, geographic patterns, and outcomes associated with County and Continuum of Care (CoC) initiatives.

The contractor will integrate datasets such as HMIS, CES, Point-in-Time Count data, GIS layers, and related homelessness datasets maintained by other County departments. These integrated datasets will

support structured analytical outputs and dashboards for executive decision making, operational workflows, and public transparency.

The Project includes establishing a unified integrated dataset; producing analytical tools that reveal trends across populations, geographies, and service patterns; and developing dashboards for executive leadership, operations, performance monitoring, and data quality oversight. Additional tasks include improving consistency and usability across reporting platforms, creating accessible public-facing dashboards, providing structured outputs for planning and evaluation, and strengthening internal staff capacity through training and documentation.

This work will enhance Countywide visibility into homelessness system performance, support data driven planning, and expand analytical capabilities that promote transparency, performance measurement, and long term system improvement.

1. **Deliverables/Requirements:**
   The contractor will be responsible for developing and maintaining a comprehensive suite of analytical products and dashboards that enhance system visibility, support strategic planning, and improve the County's ability to interpret homelessness-related datasets. The contractor shall provide the following:
   - **a. Data Integration & Preparation**
     Integrate datasets from HMIS, CES, Point-In-Time Count data, GIS sources, and homelessness-related datasets. Perform data validation, cleaning, formatting, modeling, and documentation to support analytics and dashboard production. Develop structured data models to promote consistency, transparency, and usability across reporting platforms.
   - **b. Analytical Outputs**
     Produce trend analyses across populations, service types, geographic areas, and time periods. Analyze CES performance, referral pathways, and system flow. Identify geographic concentrations and mobility patterns using GIS tools. Evaluate system activity using integrated datasets and provide insights into the impact of County and CoC initiatives on system performance.
   - **c. Dashboard Development & Enhancement**
     Develop new dashboards and improve existing dashboards using Tableau as the primary platform and Power BI as a secondary platform. Create dashboards for executive oversight, operations, provider performance, financial monitoring, and data quality, supporting both internal use and public transparency. Maintain and update dashboards throughout the duration of the contract.
   - **d. Documentation & Training**
     Produce documentation for data models, dashboard definitions, analytical methods, and data sources. Provide training to OHS staff involved in data management or dashboard oversight.
   - **e. Meetings, Coordination & Support**
     Participate in data review meetings with OHS. Present interim findings, analyses, and data quality recommendations. Collaborate with OHS to refine questions and ensure data accuracy. Provide ongoing technical support for dashboards and analytical products.
   - **f. Final Deliverables**

Provide completed dashboards and visualizations, analytical outputs, structured data models, documentation, training materials, and presentations summarizing findings, insights, and recommended next steps.

The project is expected to follow a phased schedule that supports initial development, testing, implementation, and ongoing maintenance throughout the contract term. The anticipated timeframe is as follows:

- **Design & Development:** Approximately 3-6 months
- **Testing & Refinement:** 1 month following completion of Design & Development
- **Initial Launch:** During months 8-10 of the contract
- **Expanded Dashboard Development:** Within the first 6–8 months
- **Full Contract Term:** 36 months, including continuous maintenance, updates, data integration support, and training

This timeline ensures the County has sufficient opportunity to collaborate with the contractor, validate system outputs, refine analytical requirements, and establish long-term data infrastructure aligned with County and CoC needs.

2. Desired Vendor Qualifications

The County seeks a contractor with demonstrated experience in homelessness system data, analytics, and dashboard development. The contractor must possess strong technical capabilities and a proven history of producing high-quality analytical products for complex human services environments.

Required qualifications include:

- Experience working with HMIS, CES, Point-In-Time Count data, GIS datasets, and homelessness related datasets or similar complex datasets.
- Demonstrated expertise in data modeling, integration, validation, and structuring of multi-system datasets.
- Proficiency in developing dashboards using Tableau as the primary platform and Power BI as a secondary platform.
- Experience producing dashboards and analytical outputs for executive leadership, operational teams, and public transparency.
- Ability to provide documentation, training, and technical assistance to County staff responsible for data interpretation and dashboard oversight.
- Experience evaluating system performance, referral pathways, geographic patterns, outreach activity, and other components of homelessness response systems.
- Strong communication skills and the ability to collaborate with County program, data, and administrative teams.
- Demonstrated past performance delivering high-quality analytical work within defined timelines.

C. ADDITIONAL REQUIREMENTS

The contractor must adhere to the following requirements throughout the contract term:

1. **Use of County Systems** All work shall be performed within the County's existing data and business intelligence environments. No external platforms or software licenses are to be purchased or used for production reporting unless approved in writing by the County.
2. **Data Security and Confidentiality** The contractor must comply with all applicable County data governance, privacy, and security policies. Contractor personnel must maintain confidentiality of all protected information and follow established access controls.
3. **Documentation Requirements** The contractor shall provide complete documentation for data models, dashboards, methodologies, workflows, and maintenance processes. Documentation must be updated as dashboards or processes evolve.
4. **Accessibility and Transparency** All dashboards created for public consumption must follow County accessibility standards to ensure clarity and usability for general audiences.
5. **Collaboration and Coordination** The contractor will work collaboratively with OHS to ensure data consistency, accurate interpretation, and alignment across shared datasets.
6. **Quality Assurance** The contractor must conduct internal quality assurance checks on all analytical outputs, dashboards, and documentation before delivery to the County.
7. **Sustainability and Knowledge Transfer** The contractor shall provide training, guidance, and support to County staff to ensure sustainable internal management of dashboards and analytical tools.
8. **Pursuant to Federal regulations, all Proposers must comply with the following requirements prior to submitting their Proposal to the County:**
    a. Be registered in the System for Award Management (SAM);
    b. Maintain an active SAM registration, with current information, at all times during the performance period of the grant; and
    c. Provide a valid Unique Entity Identifier (UEI) number in the application. To register, visit www.sam.gov.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Proposer has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been resolved.

2. Proposals must be received by the designated date and time. **All proposers must email their Proposal to HomelessRFP@hss.sbcounty.gov prior to the date and time to receive the proposal or they will be disqualified. Late or incomplete proposals will not be accepted.**

3. The Proposer acknowledges that its electronic signature is legally binding. Submittals through the HomelessRFP email will be opened after the deadline and evaluated as stated in this RFP.

4. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.

5. Proposals must be completed in all respects as required in this section. A Proposal may not be considered if it is conditional or incomplete.

B. Proposal Format

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

1. **Presentation**

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

2. **Cover Page**
   Use Attachment A as the cover page.

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

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

4. **Statement of Certification**
   Include the following on Attachment B:
   a. A statement that the offer made in the Proposal is firm and binding for nine (9) months from the Deadline for Proposals.
   b. A statement that all aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer (competitor) for the purpose of restricting competition.
   c. A statement that all declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
   d. A statement that the Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.
   e. A statement that the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the Services as proposed.
   f. A statement that the Proposer, if selected will comply with all applicable rules, laws and regulations.
   g. A statement that the Proposer has reviewed the RFP and General Contract Terms in their entirety and have no exceptions to any requirements, terms or conditions, except as noted in Attachment L.

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

6. **Licenses, Permits, and/or Certifications**
   Include the following on Attachment D:
   Provide copies of all licenses, permits and/or certifications in Attachment D as required under Section X. TERMS AND CONDITIONS Paragraph A, 21.

7. **Reserved**.

8. **Project Team Organization Chart**

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

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

9. **Proposal Description**
   Include the following on Attachment F:
   The Proposal should include the following:
   a. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet them.
   b. A detailed statement of the proposed Services.
   c. An explanation of any assumptions or constraints.

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

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

12. **Cost**
    Complete proposed pricing on Attachment I and submit as a separate PDF attachment labeled clearly as "Attachment I – Fee Proposal Sheet" in the email submission.

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

14. **Former County Officials**
    Complete Attachment K

15. **Exceptions to RFP**
    Complete Attachment L.

16. **Public Records Act Exemptions**
    Complete Attachment M – Public Records Act Exemptions if applicable.

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

18. **Conflict of Interest**
    Complete Attachment O – Conflict of Interest and Political Reform Act Obligations.

19. **Federal Contracting Provisions**
    Complete Attachment P.

VII. EVALUATION

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

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

All RFP submissions will be evaluated using the categories below. Providers are encouraged to review the scoring criteria carefully to ensure alignment with RFP priorities and maximize competitiveness.

A. QUALIFICATIONS AND EXPERIENCE

Weight: 45 points

Considerations: Proposers must demonstrate sufficient experience, capability, and resources to successfully perform the services described in this RFP. The Statement of Qualifications and Experience should clearly identify the Proposer's background, organizational structure, relevant expertise, and capacity to meet project expectations. Proposers shall include information that establishes their ability to integrate complex datasets, develop analytical products, build dashboards, and deliver training and ongoing technical support. Experience with public sector, human services, homelessness system data, and performance measurement is strongly preferred.

Proposals will be evaluated based on the extent to which the proposer demonstrates experience and capability in the following areas:

- Working with HMIS, CES, PIT Count data, GIS datasets, and homelessness-related datasets.
- Developing data models, performing data integration, and structuring multi-system datasets for analytical use.
- Creating dashboards in Tableau (primary platform) and Power BI (secondary platform).
- Producing analytical outputs that support executive leadership, operational teams, and public transparency.
- Evaluating system performance, referral pathways, geographic patterns, outreach activity, and other components of homelessness response systems.
- Providing documentation, technical assistance, and training to providers.
- Delivering similar projects within defined timelines and maintaining multiyear analytics or dashboard contracts.

B. RESERVED

C. TECHNICAL REVIEW

Weight: 45 points

Considerations: Proposals will be evaluated on the quality, clarity, and feasibility of the proposer's technical approach, including:

- The proposed methodology for integrating datasets from OHS and other County departments.
- The approach to data validation, cleaning, and modeling.
- The analytical framework used to assess system trends, geographic patterns, and impacts of County and Continuum of Care (CoC) initiatives.

- The design and development strategy for Tableau and Power BI dashboards.
- The proposed plan for documentation, data governance, and ongoing maintenance throughout the 36-month contract term.
- The proposer's ability to meet the County's project timeline for development, testing, launch, and ongoing updates.
- Refer to section V.B. Project description for additional technical requirements.

D. REFERENCES

Weight: 10 points

Considerations: Proposers must provide references that demonstrate their experience and past performance delivering similar analytics, data modeling, and dashboard development projects. References will be evaluated based on relevance, quality of work performed, reliability, and overall client satisfaction.

The County may, at its sole discretion, create a shortlist of Proposals for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process.

The County will establish an evaluation panel with responsibility for reviewing all Proposals and conducting the qualifications evaluation. A Facilitator will manage the integrity of the qualifications evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the Facilitator will distribute all relevant documents to the evaluators including the RFP, evaluation criteria, and evaluation instructions.

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

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

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

If the qualifications 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 scorings are finalized and documented, the Facilitator will create a final qualifications evaluation scoring worksheet and rank the proposals first, second, third, etc.

Following the qualifications evaluation and ranking of the proposals, the Facilitator will open all fee proposals. The ranking of the proposals will not be altered once the fee proposals have been opened. However, the fee proposals will be used during negotiations with the selected Proposer(s).

VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

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

A. Contract Negotiation

After selection, negotiations may be conducted with the Proposer(s) of the highest-ranked Proposal(s). Negotiations, if held, shall be within the scope of work in the request for Proposals.

If the contract negotiations take place in San Bernardino County, California, the Proposer will be responsible for its travel and per diem expenses of its personnel.

B. Failure to Negotiate

If the selected Proposer:

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

Then the County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer.

C. Notice of Intent to Award (NOIA) – Proposer 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 Proposers. 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 Proposer.

D. Reserved

E. Award

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

IX. APPEAL AND AWARD

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

1. Is submitted in writing.

2. Is submitted within ten (10) calendar days of the issuance date of the NOIA.

A Protest can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.

2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.

3. Violation of State or Federal law.

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

Stephenie Shea, Acting Director of Purchasing
San Bernardino County
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

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

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

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

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

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

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

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

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

X. TERMS AND CONDITIONS

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

A. General

1. **Contract Amendments**
   Consultant 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 Consultant and County.

2. **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 Consultant 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.

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

4. **Background Checks for Consultant Personnel**
   Consultant 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, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Consultant 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. Consultant 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.

5. **Change of Address**
   Consultant shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

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

7. **Compliance with County Policy**
   In performing the Services and while at any County facilities, Consultant 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 Consultant or Consultant personnel or may be made available to Consultant or Consultant 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. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

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

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

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

10. **County Representative**
The Chief of Homeless Services or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Consultant. 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.

11. **Damage to County Property**
Consultant 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 Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Consultant, 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 Consultant from the County, as determined at County's sole discretion.

12. **Debarment and Suspension**
The Consultant certifies that neither it nor its principals or subcontractors 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). Consultant 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.

13. **Drug and Alcohol-Free Workplace**
In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, Consultant agrees that the Consultant and the Consultant'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 Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

    Consultant 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 Consultant has with the County, if the Consultant or Consultant's employees are determined by the County not to be in compliance with above.

14. **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.

15. **Employment Discrimination**
During the term of the Contract, Consultant 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. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and 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.

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

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

17. **Improper Influence**

Consultant 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 Consultant or officer or employee of the Consultant.

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

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the Proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. 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**
Consultant 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 Consultant shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Consultant 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 Consultant 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**
Consultant 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 Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

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 Consultant 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, Consultant may retain copies of such items.

27. **Reserved**

28. **Air, Water Pollution Control, Safety and Health**
Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

29. **Relationship of the Parties**
Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. Any provision of this Contract that may appear to give the County any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance.

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

Consultant 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 Consultant. Consultant shall be fully responsible for the performance and payments of any subcontractor's contract.

Consultant 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, Consultant 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. Consultant 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 Consultant Personnel, including removal pursuant to subsection A.5 of this Section X.

For any subcontractor, Consultant shall:

34.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

34.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

34.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements .

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. Consultant 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 Consultant 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. Consultant 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 Consultant for County.

34. **Termination for Convenience**

The County reserves the right to terminate the Contract for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant 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. **Successors and Assigns**
This Contract shall be binding upon County and Consultant and their respective successors and assigns.

Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.

Death or Incapacity: If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

38. **Reserved**

39. **Reserved**

40. **Fiscal Provisions**
a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's Services and expenses incurred in the performance hereof, including travel and per diem.
b. Consultant shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
c. Consultant shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant 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 Consultant 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. Consultant shall not use current year funds to pay prior or future year obligations.

41. **Reserved**

42. **Reserved**

43. **Conflict of Interest**
Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment O) that the Department Director] has determined Consultant meets Disclosure Determination number 1 and that disclosure is not required.

44. **Reserved**

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

46. **Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18)**
In compliance with Federal Acquisition Regulation 52.203-18, Consultant shall not require employees or subcontractors of Consultant seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or

subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Consultant has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Consultant shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Consultant shall include this clause in all subcontracts.

47. **Use of Biobased Products (FAR 52.223-1)**
Consultant certifies that to the extent biobased products are purchased using Contract funds, Consultant shall comply with Federal Acquisition Regulation 52.223-1.

48. **Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)**
To the extent applicable, Consultant agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

49. **Federal Contracting Provisions**
This Agreement is federally funded and subject to the additional terms on Attachment P Federal Contracting Provisions.

B. Indemnification and Insurance Requirements

1. **Indemnification**

For contracts involving technology, software or other intellectual property, the following paragraph applies: Consultant will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any Goods or Services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Consultant promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Consultant of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Consultant sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Consultant may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the Goods or Services that are the subject of the claim. In the event that Consultant fails to or elects not to defend County against any claim for which County is entitled to indemnity by Consultant, then Consultant shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Consultant. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Consultant's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Consultant's opinion, any goods or Services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Consultant may, at its option: (i) procure for County the right to continue using the goods or receiving the Services; (ii) replace or modify the goods or Services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Consultant, County shall cease use of the goods or Services upon written notice from Consultant, and Consultant shall provide

County with a pro-rata refund of the unearned fees paid by County to Consultant for such goods or Services.

For all other services, the following indemnification paragraph applies: Consultant 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 Consultant indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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

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

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

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

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

Acceptability of Insurance Carrier

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

Reserved

Reserved

Cyber Liability Insurance
Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

C. Right to Monitor and Audit

1. **Right to Monitor**
   The County, State and Federal governments shall have 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 Consultant in the delivery of Services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant 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. Consultant shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Consultant that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

2. **Records**
   Consultant 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 Consultant'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, Consultant shall notify the County within one (1) working day, in writing and by telephone.

2. Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

3. Consultant'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 Consultant. 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 Consultant 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 Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery;
   d. Offset against any monies billed by Consultant but yet unpaid by the County;
   e. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. 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 Consultant under this Contract and the balance, if any, shall be paid by the Consultant upon demand.

5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statue or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

ATTACHMENT A – COVER PAGE

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

Items Completed		Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Statement of Certification	
3.	Attachment C – Statement of Experience and Qualifications	
4.	Attachment D – Licenses, Permits, and/or Certifications	
5.	Attachment E - Project Team Organization Chart	
6.	Attachment F - Proposal Description	
7.	Attachment G - Work Plan and Schedule	
8.	Attachment H - Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	
9.	Attachment I - Cost	Submitted Separately
10.	Attachment J - References	
11.	Attachment K - Employment of Former County Officials	
12.	Attachment L - Exceptions to RFP	
13.	Attachment M - Public Records Act Exemptions	
14.	Attachment N - Indemnification and Insurance Requirements Affidavit	
15.	Attachment O - Conflict of Interest and Political Reform Act Obligations	
16.	Attachment P - Federal Contracting Provisions	

Proposer Name: _____
Address: _____
Telephone No.: ( ) _____ FAX No.: ( ) _____
Email Address: _____
Federal Tax ID: _____
RFP Contact: _____
Name of Authorized Representative: _____
Title of Authorized Representative: _____

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

Signature of Authorized Representative: _____
Date: _____

ATTACHMENT B
STATEMENT OF CERTIFICATION

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

	Statement	**Agree (initial)**	**Agree with qualification (initial and attach explanation)**
1.	The offer made in the Proposal is firm and binding for nine (9) months from the date the Proposal is opened.		
2.	All aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed.		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		
7.	The RFP has been reviewed in its entirety and Proposer has no exceptions to any requirements, terms, or conditions, except as noted in Attachment L.		

ATTACHMENT C
STATEMENT OF EXPERIENCE AND QUALIFICATIONS

1. Legal name of Business:

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

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

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

5. Does the Applicant have any commitments or potential commitments that may impact the Applicant's ability to perform the Contract, if awarded.
   - ☐ Yes
   - ☐ No

   If yes, please explain:

6. Applicant's statement of experience and qualifications as it relates to proposed project:

ATTACHMENT D

LICENSES, PERMITS, and/or CERTIFICATIONS

TYPE (ie: License, Permit, Certifications) **Include DIR Registration No. of Consultant and Subcontractors**	**EXPIRATION**

ATTACHMENT E
PROJECT TEAM ORGANIZATION CHART

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

1. Organizational framework for the proposed project team.
2. Position title and staff name for each role identified in the chart.
3. Resumes of key personnel, including qualifications, education, and project experience

ATTACHMENT F
PROPOSAL DESCRIPTION

1. Project Description
Provide a detailed description of the proposed data integration, analytics, and dashboard development project.
Include:

- The methods and tools to be used for integrating County datasets (HMIS, CES, PIT Count, GIS, and other departmental data).
- The analytical and visualization approach the Proposer will use to identify trends, service patterns, geographic insights, system flow, and program outcomes.
- How the project aligns with Section V – Scope of Work.
- Any assumptions or constraints the Proposer is relying upon in planning and executing the project.

2. Measurable Outcomes
Describe the measurable outcomes the Proposer will produce through the project. Examples may include:

- Increased reporting efficiency and reduced manual workload through automated dashboards.
- Improved accessibility of homelessness data for leadership, service providers, and public audiences.
- Enhanced system performance visibility through metrics related to inflow, outflow, geographic distribution, referral pathways, and outreach activity.
- Improvements in data quality, consistency across platforms, and alignment with County analytic needs.

Proposers must describe how analytic outputs and dashboards will support County priorities such as understanding system flow, improving transparency, tracking outcomes, and strengthening performance measurement.

3. Administrative Capacity
Provide a summary of the Proposer's administrative capacity to successfully perform the required services.
Include:

- Experience with complex datasets, homelessness system data, or human services analytics.
- Experience with Tableau, Power BI, GIS tools, or other visualization platforms.
- Staffing plan, including key personnel responsible for project management, analysis, and dashboard development.
- Ability to comply with County reporting, documentation, data governance, and security requirements.

4. Project Sustainability
Describe how the proposed work will remain sustainable after the contract period ends. Include:

- How dashboards and data models will be maintained and updated over time.

- How County staff will be trained to manage and interpret dashboards, datasets, and analytical tools.
- Any long-term benefits that continue beyond the contract period, such as standardized data models, improved workflows, or durable documentation.

5. Long-Term Results

Describe anticipated long-term system-level results, such as:

- Enhanced data-driven decision-making.
- Improved Countywide visibility into homelessness trends and system performance.
- Increased transparency through public dashboards.
- Stronger strategic planning capacity, resource alignment, and performance evaluation infrastructure.

ATTACHMENT G
WORK PLAN AND SCHEDULE

Include the following:

1. Summary of management/work plan for this Project.
2. Project schedule

ATTACHMENT H

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

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

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).

2. The Proposer certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).

3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

4. The Proposer shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.

5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate the Contract resulting from this RFP for default.

6. Proposer affirms that neither it, nor any subcontractor listed in the Proposal, has any record of recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.

7. Proposer also certifies that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

ATTACHMENT I – FEE PROPOSAL SHEET(S)

Project No._____

Homelessness Data Analytics and Dashboard Development Project

Proposer's All-Inclusive Fee $_____
(Including reimbursable expenses, such as travel costs, printing costs, etc.)

Proposed Working Hours for Services _____ Working Hours
(including estimated working hours for agency(ies) reviews)

Proposed Schedule for Services _____ Weeks
(including estimated agency(ies) reviews)

Estimate of Schedule _____ Weeks

Estimate of all costs $_____

Cost Breakdown by Major Phases of Work

Proposers must provide a cost estimate corresponding to the major phases outlined in the Scope of Work to ensure consistent pricing assumptions among proposers.

Design & Development (Months 1–6) $_____
Testing & Refinement (Following Design & Development) $_____
Initial Launch (Months 8–10) $_____
Expanded Dashboard Development (Months 1–8) $_____
Ongoing Maintenance, Updates, Data Integration Support, and Training (36-Month Contract Term)
$_____

(Total must align with “Estimate of all costs” above.)

Continued on next page.Extension Year Pricing and Hourly Rates

Proposers must provide hourly rates and/or extension-year pricing that will apply to optional one-year contract extensions. Pricing provided here will serve as the basis for extension year costs as referenced in Section I.D of this RFP.

Role / Position	Hourly Rate	Notes

ATTACHMENT J - REFERENCES

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

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

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

ATTACHMENT K

EMPLOYMENT OF FORMER COUNTY OFFICIALS

NAME

ATTACHMENT L – EXCEPTIONS TO RFP

CONSULTANT NAME _____

ADDRESS _____

TELEPHONE# ( ) _____ FAX # ( ) _____

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

ATTACHMENT M – PUBLIC RECORDS ACT EXEMPTIONS

PROPOSER NAME _____

ADDRESS _____

TELEPHONE# ( ) _____ FAX # ( ) _____

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

ATTACHMENT N - INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT

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

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

Insurance Broker / Agency Name _____ Date _____

Insurance Broker's / Agent's Name (Printed) _____ Insurance Broker's / Agent's Name (signature) _____

Address _____ City _____ State _____ Zip Code _____

Telephone Number _____ FAX Number _____ Email Address _____

Proposer's Name _____ County RFP Name and Number _____

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

Commercial General Liability _____ Automobile Liability _____

Workers' Compensation Liability _____ Professional Liability _____

Pollution Liability _____ Cyber Liability _____

Sexual Abuse Liability _____

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

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

ATTACHMENT O

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant 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 the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

"Consultant" means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18700 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

DISCLOSURE DETERMINATION:

XX 1. Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.

☐ 2. Consultant will be "making a government decision" or "serving in a staff capacity" as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

ATTACHMENT P
FEDERAL CONTRACTING PROVISIONS

Consultant shall comply with the following additional terms:

A. Reserved

B. Reserved

C. Reserved

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

Clean Air Act

1. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

E. Procurement of Recovered Materials (45 CFR § 75.331)

1. Consultant shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner

that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

2. This provision does not apply if the items cannot be acquired—
    a. Competitively within a timeframe providing for compliance with the contract performance schedule;
    b. Meeting contract performance requirements; or
    c. At a reasonable price.
3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
4. The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

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

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

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

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

H. Reserved

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

Consultant certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

contract, grant or any other award covered by 31 USC 1352. Consultant shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[*certification continued on next page*]

ANTI- LOBBYING CERTIFICATION

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

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

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

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

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

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

_____
Signature of Consultant’s Authorized Official

_____
Name and Title of Consultant’s Authorized Official

_____
Date