



Request for Proposal No. EDA126-OHS02-6461 Interim Housing & Supportive Services

**San Bernardino County
Office of Homeless Services
560 E Hospitality Lane Ste 200
San Bernardino, CA, 92415
August 13, 2026**

I. INTRODUCTION

A. Purpose

The San Bernardino County Office of Homeless Services Department (County) is seeking Proposals from interested and qualified Proposers to provide Interim Housing funded under the Medi-Cal Transitional Rent benefit and Behavioral Health Services Act (BHSA) funding including rent and supportive services as specified in Section V. The number of awards will be determined by the quality of the proposals received.

B. RFP Contact

San Bernardino County
Office of Homeless Services
Attn: Claudia Doyle
560 E Hospitality Lane Ste 200
San Bernardino, CA 92415
(909) 501-0610 Phone
Claudia.Doyle@hss.sbcounty.gov Email

Proposals will not be accepted by email or facsimile. Proposals must be submitted electronically through the County Electronic Procurement Network (ePro). The completed and signed proposal must be received by the Deadline for Proposals specified in Section II – Proposal Timeline. **All Proposers must register with the ePro system prior to the date and time to submit the proposal or they will be disqualified.** Fax number and e-mail address may only be used to submit questions about ePro (not bid questions).

C. Budget

The County estimates an aggregate budget of \$24,582,183 for completion of this work during the full contract term. The County anticipates an aggregate budget of \$9,830,180 in year one, \$7,372,635 in year two, and \$4,915,090 in year three. Year four would end on December 31st, 2029 and the aggregate budget for that year would be \$2,464,278.

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 a maximum of 3 years and 2 months beginning in November, 2026 and ending on December 31, 2029.

E. Location of Services

Location(s) where Services are to be provided, completed and managed are at proposer's facilities, Countywide.

The Proposer must include in Proposal, Attachment H - Cost, all transportation, lodging, and per diem costs sufficient to pay its personnel and travel to the aforementioned locations.

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	August 13th, 2026
Mandatory Proposal Conference	August 24th, 2026 from 2:00-3:30 PM

Deadline for Submission of Questions	September 1st, 2026 by 4:00 PM PST
Deadline for Proposals	September 15th, 2026 by 4:00 PM PST
Date for Tentative Contract Award	November 2026

Proposal Conference:

A **mandatory** Proposal Conference will be held:

Monday, August 24th, 2026, from 2:00 PM to 3:30 PM

Room Name: Hollywood Room

Department: Office of Homeless Services

Address: Transitional Aged Youth (TAY) Center, 780 E Gilbert St
San Bernardino, CA 92404

Attendance at the conference is mandatory. No Proposal will be accepted from any Proposer who fails to attend the Proposal Conference.

Questions regarding the contents of this RFP must be submitted in writing in ePro or via email to HomelessRFP@hss.sbcounty.gov on or before the Deadline for Submission of Questions. All questions will be answered, and both questions and answers will be posted as an Addendum to the RFP in ePro.

III. DEFINITIONS

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

Board: The San Bernardino County Board of Supervisors.

Behavioral Health Services Act (BHSA): A comprehensive 2024 California voter-approved reform that modernizes the state's mental health funding to integrate substance use disorder treatment, prioritize housing, and intensive care for the most vulnerable populations, as well as expand preventative services across the state.

Crisis De-Escalation Training: An educational program that equips individuals with proven verbal and non-verbal communication skills to stabilize, reduce the intensity of, and safely defuse potentially violent or highly emotional situations.

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

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

Culturally Informed: An approach that acknowledges, respects and integrates a client or customer's cultural background, values and lived experience into their care.

Drug Medi-Cal Organized Delivery System (DMC-ODS): A system for the organize delivery of substance use disorder (SUD) treatment services to eligible Medi-Cal members with SUDs by providing a continuum of care modeled after the American Society of Addiction Medicine (ASAM) criteria for SUD treatment services.

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

Homeless Management Information System (HMIS): The County-designated Homeless Management Information System used to record, manage, and report participant-level data for homelessness programs

and services. HMIS supports coordinated entry, case management, housing navigation, program performance measurement, and compliance with applicable HUD, privacy, security, and data quality requirements.

Housing and Urban Development (HUD): The U.S. Department of Housing and Urban Development, which is the federal executive department responsible for national policies and programs that address housing needs, fair housing opportunities, and community development.

Housing First: the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. (WIC section 8255, subdivision (d)(1)).

Housing Quality Standards: Minimum habitability criteria established by the U.S. Department of Housing and Urban Development (HUD) to ensure that interim housing sites provide occupants with safe, sanitary, and secure environments.

Interim Housing Site: An interim housing site with bedrooms in which no more than two participants per bedroom are housed. An interim housing site will have common spaces such as the living room, laundry facilities, kitchen facilities and bathrooms.

Managed Care Plan (MCP): Refers to a health insurance system where California's Medicaid program (Medi-Cal) contracts with private health plans to provide Medi-Cal coverage. In San Bernardino County, the Managed Care Plans are administered by Kaiser Permanente, Inland Empire Health Plan (IEHP) and Molina.

Medi-Cal: California's Medicaid program, providing comprehensive, free or low-cost medical, dental and mental health coverage to eligible low-income adults and other eligible groups. Medicaid is a joint federal and state public health insurance program that provides free or low-cost medical coverage to eligible low-income adults, children, pregnant women, seniors and people with disabilities.

Motivational Interviewing: A collaborative, person-centered communication approach designed to strengthen a person's own motivation and commitment to change by exploring and resolving their ambivalence.

Naloxone: A life-saving medication that rapidly reverses the effects of an opioid overdose by blocking opioid receptors in the brain, which restores normal breathing within minutes.

Participant: means any individual served under this program, inclusive of Medi-Cal members. 'Member' will be used when referring to Medi-Cal eligibility or benefits.

Person Centered: An approach to client care, support and services that empowers individuals as having a central role in their own care, prioritizing their unique needs, goals, values and preferences rather than these aspects of their care being dictated to them by others.

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

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 services described in this RFP.

Specialty Mental Health Services (SMHS): Medi-Cal Specialty Mental Health Services are Medi-Cal covered mental health services that are “carved out” of the broader Medi-Cal program and the services that are provided by the Medi-Cal Managed Care Plans. These services are provided by the County Mental Health Plans (MHPs) and “Access Criteria” refers to the eligibility criteria for these services. The eligibility criteria are conditions that place them at high risk of a mental health disorder (such as homelessness) or a diagnosed mental health disorder that causes significant impairment or a reasonable probability of significant deterioration in functioning or a reasonable probability of not progressing development as appropriate, or a need for specialty mental health services that are not included within the Medi-Cal managed care plans.

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

Transitional Rent (TR): provides up to six months of rental assistance in interim and permanent settings to Medi-Cal Members who are experiencing or at risk of homelessness, have certain clinical risk factors, and have either recently undergone a critical life transition (such as exiting an institutional or carceral setting or foster care).

Trauma Informed: An approach to care that is based on a collaborative, relational approach to health and human services that recognizes the widespread impact of trauma, actively fosters safety, and intentionally designs practices and policies to avoid re-traumatization. A trauma informed approach shifts the focus from “what’s wrong with you?” to “What happened to you?”

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. The County seeks the optimal combination of quality, price, and various qualitative elements of the required Services that will provide the County the greatest or best value for its money.

G. Right of Rejection

Offers must comply with all of the terms of the 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 § 7920.000). 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 L - 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 L as "Confidential," Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the California 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 G 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. Iran Contracting Act of 2010

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

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

M. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the 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 asked to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Proposer may be asked whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the 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 G 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 G and the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Proposer also certifies in Attachment G 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.

Q. Reserved

V. SCOPE OF WORK

A. BACKGROUND INFORMATION

The Transitional Rent program is locally administered by MCPs Kaiser, Inland Empire Health Plan (IEHP) and Molina through the San Bernardino County Office of Homeless Services (OHS) (lead agency), in partnership with the San Bernardino County Department of Behavioral Health (DBH). Eligibility and placement decisions will be made solely by these two County departments.

This benefit is being launched by the Medi-Cal MCPs for the behavioral health population of focus after July 1, 2026. The Medi-Cal members must meet eligibility criteria for either Specialty Mental Health Services (SMHS) or Drug Medi-Cal Organized Delivery System (DMC-ODS). These two eligibility criteria mean that the member must be experiencing severe and persistent mental illness or a moderate to severe substance use disorder.

This Medi-Cal benefit covers the rental or bed cost for Interim Housing for up to six months. BHSA will fund supportive services and, as described in Section V.B.1, may also fund rent for up to an additional six months after Transitional Rent and for participants without Medi-Cal.

OHS is seeking proposers who can provide housing sites with supportive services staffing those housing sites. OHS is seeking proposals from all regions of San Bernardino County: Desert/Mountain region, East Valley region, Central Valley region and West Valley region. The housing sites must be client centered, housing first, culturally informed and trauma informed. The goal of these interim housing sites is to provide a site and supportive services that facilitate the participant's journey toward a permanent housing destination.

B. PROJECT DESCRIPTION

1. This RFP seeks competitive proposals based on the cost and services provided, however, the funding sources set caps on portions of this RFP. Transitional Rent will be funded via the Medi-Cal Managed Care Plans (TR) and the BHSA. TR will be the funding source for up to six months for the rent portion and the monthly cap on amount for rent per member is set by the State **annually**. A process for determining the cap for a given Interim Housing site and region is described in detail under the deliverables and requirements section of the Project Description.

BHSA will be the funding source for rent after the "up to six months" funding from Transitional Rent, with a limit of an additional six months, and for Participants that do not have Medi-Cal. BHSA will also be the funding source for staffing, and the maximum allowable amount for staffing is determined by the County. The two funding streams are set forth below, with a description of the desired services for each funding stream.

2. Deliverables/Requirements:

1. FACILITY REQUIREMENTS & RENT PORTION OF RFP

a. Reimbursable Ceiling

The allowable amount for rent is capped at a specific amount, determined by the setting type and the zip code. The State, in its guidance for the Transitional Rent Medi-Cal benefit, provided a reimbursable ceilings crosswalk tool for calendar year 2026 (Appendix A). This crosswalk sets forth the maximum billable amount for certain settings by zip code.

The County is requiring that these be shared interim housing sites with no more than two beds available per room.

On the crosswalk tool, if the Participant was only occupying one bed (assuming a household of one), then the billing code would be T006. Once the billing code is determined, the next step is to find that billing code and cross-reference it to the zip code for the region. If the

interim housing site resulted in a billing code of T006 above and was in the zip code of 92376, then the monthly rate for the Participant would be \$913.

Each applicant for this RFP must check the zip code for their interim housing site, confirm they will provide a site with no more than two beds per room and show that their proposal does not exceed the monthly rate for that site and location. If the proposer is using a daily rate, then they must ensure their daily rate does not exceed that amount on months with 31 days. Finally, if state guidance for future calendar years for the contract lessens the amount for a given zip code, then the provider must agree to accept the lesser rate if their bid was for more than the new rate.

b. INTERIM HOUSING SITE STANDARDS

The proposer must provide a sanitary, safe, and habitable site for each Participant. For all interim housing sites, the County is required to ensure that the location meets minimum standards set by Housing and Urban Development (HUD). These standards are set forth in the Housing Quality Standards (HQS). OHS will conduct inspections of the facilities using a HUD certified inspector. If there are any deficiencies found in service provision or the physical facility, per the agreement, the proposer will be given the opportunity, within an appropriate amount of time, to correct these deficiencies. OHS reserves the right to increase the inspection frequency if deficiencies are identified.

Proposer must certify that they will provide a physical location conducive to the quality care and treatment of mentally ill and/or co-occurring individuals. The location will be evaluated for suitability as a trauma-informed housing site. At its core, a trauma informed setting is one in which Participants are safe, and the surroundings represent a comfortable, “home-like” state. In addition, a trauma informed setting prioritizes clear communication, privacy, a consistent daily schedule, and clear rules and structure to the site program. The items addressed below contribute to this type of setting.

- a. Proposer(s) shall obtain and/or maintain a facility location that will be readily accessible by public transportation and be easily accessible to community services, educational resources, health care facilities, and employment opportunities, and shall be in compliance with the Americans with Disabilities Act (ADA) and California State Administration Code Title 24.
- b. Proposer must state they will provide utilities and appliances in continual, correct working order, and ongoing maintenance, repair and/or replacement of beds, linens, flooring, paint, window coverings, fixtures, landscape, etc.
- c. The facility shall appear neat, and be in good repair. Proposer(s) shall provide on-going maintenance, repair, and or replacement, as needed, of flooring, paint, window coverings, appliances, fixtures, etc. The facility and grounds shall be maintained in a manner consistent with other homes in the neighborhood.
- d. Proposer must provide one or more (depending on number of participants per site) refrigerators in continuously functioning order for the storage of pre-packaged meals for Participants delivered by County third party contractors. In addition proposer must certify that they will provide working appliances for the heating or preparation of these meals, and plates, utensils and other items needed for consumption.
- e. Participants must be provided with clean bed linens, blankets and pillows.

- f. Participants must be provided with access to functioning laundry facilities on site, so that bed linens can be washed on a weekly basis (and required as part of house rules). This includes a clothes washer and clothes dryer and the provision of laundry soap.
- g. Proposer must certify the interim housing site will have and maintain a properly functioning cooling and heating system.
- h. Proposer must certify that the interim housing site windows, sliding doors, etc., shall be in working order and door and window screens shall be intact with no tears.
- i. Proposer must certify that bedrooms shall not be used as a passageway to other bedrooms and must each have their own dedicated entrance or must be accessible via a common hallway. The site shall have living, sleeping, bathing and toilet areas enclosed by permanent walls, floors, ceilings and doors.
- j. Proposer must certify that each housing site must have a working **landline** telephone that is available 24 hours per day, 7 days a week for emergency and/or local use.
- k. Proposer must ensure secure internet access sufficient for staff documentation and communication with County systems.
- l. Proposer must certify that they will have policies at the site that ensure it is free of any alcohol, tobacco, marijuana or illegal substances. This RFP seeks proposers providing a Housing First program. Sobriety cannot be a condition of housing; however, the interim housing site must be free of the above substances to provide a setting conducive to the care, stabilization and recovery of Participants meeting the clinical risk eligibility for this program.
- m. Proposer must certify that if they use video cameras, they will only be placed in common areas.
- n. Proposer must prohibit firearms and weapons as defined by California Penal Code, including knives with blades >2.5 inches, batons, and pepper spray over legal personal use limits consistent with California Penal Code limits applicable to personal possession, except for law enforcement.
- o. Proposer must certify that they will provide clean, functional, safe toilets and shower facilities for Participants. Personal hygiene supplies, such as, but not limited to, shampoo, soap, toothpaste, toilet paper, deodorant, lotion and feminine hygiene products shall be provided. Each Participant will be issued their own bath towel for use while at the site and Participant shall not be required to share towel with another Participant.
- p. Proposer must certify that they will provide an individual, lockable storage box for each Participant. Boxes are to have two keys; one that is to be given to the Participant, and one is kept by the house manager. Boxes are to be kept in a secondary secured/locked location and are not to be kept in the Participant's room. The house manager shall oversee these requirements and ensure Participants shall have access to their storage box upon request. Note:

Participant owned over-the-counter medications and prescription medications are to be kept in the Participant's locked storage box.

- q. Proposer must certify that they will have an intake procedure that includes documentation of the Participant's belongings, including a process for updating that list and a discharge process that involves going through this list to document that items were taken by the Participant upon discharge.
- r. Proposer must certify that the house manager shall not dispense nor provide assistance to the Participant in taking prescription medication.
- s. Proposer must certify that bedroom doors do not have locks that restrict house manager or County staff from complete access during required inspections.
- t. Proposer must certify that due to Participant health and general hygiene concerns, no pets are allowed. Bona fide service animals as defined by applicable law are permitted without prior approval. Emotional support animals require contractor approval.
- u. Proposer must certify that their house rules shall not allow smoking at the interim housing site other than outdoors in a designated area at least 15 feet from doorways, windows and intake vents.
- v. Proposer must certify that each bedroom must provide a minimum of fifty (50) square feet per Participant and that there shall not be more than two Participants per room (i.e. at least one hundred (100) square feet for two Participants).
- w. Proposer must certify that they will maintain appropriate business licenses, use permits and licenses and/or fire clearance, as designated by local ordinances. These licenses and/or permits shall remain current throughout the term of the contract and are subject to annual review.
 - 1. When obtaining business licenses, proposers shall verify with the appropriate agency that the correct type of licenses is obtained for the services to be performed and for the number of Participants proposed to be served.
 - 2. For Participant safety, fire clearances will be conducted/updated annually by an appropriate agency, at proposers' expense, if not required annually by local ordinance.
- x. In the event the Participant leaves without notice or does not return to retrieve their personal belongings, the proposer must certify that they will notify the OHS program manager immediately and will be responsible for storing Participant belongings, including prescription drugs, for thirty (30) days after the Participant has been discharged or removed from the site. Proposer shall inventory and securely store belongings for thirty (30) days; prescription medications shall be secured in a locked cabinet with log; after 30 days dispose per applicable laws and document disposition.
- y. Proposer shall review house rules with Participants during intake and obtain acknowledgement of receipt (signature), without making compliance a precondition of admission.

- z. Proposer shall maintain and post an Emergency Disaster Plan and Earthquake Preparedness Checklist consistent with current California Community Care Licensing templates (e.g., LIC 610D and LIC 9148).
 - 1. Posted lists of contacts must include, but is not limited to:
 - i. Fire/Paramedics
 - ii. Police/Sheriff
 - iii. Hospital/ER
 - iv. Adult Protective Services
 - v. Child Protective Services
 - vi. Poison Control
 - vii. Program Specific Hotlines
 - viii. DBH Community Crisis Response Team (CCRT)
- aa. Proposer must certify that they will have a Home Evacuation Plan mapped, posted and provided to all Participants upon arrival. Proposer certifies that they will execute periodic evacuation drills with Participants and document their completion for review by OHS program staff.
- bb. Proposer must certify that part of their intake protocol for their interim housing site shall include the provision of Participant grievance procedures for the site.
- cc. Proposer must certify that they will provide 24/7 access to OHS and DBH staff for the purpose of Participant and program needs as well as unannounced inspections.
- dd. Proposer must certify that they will attend mandatory scheduled interim housing provider meetings.
- ee. Proposer must certify that minor children shall not be allowed on the site at any time.
- ff. Proposer must certify that if at any time it becomes necessary for the proposer to change the interim housing site location due to a problem with the facility or a loss of the lease, or a natural disaster outside of the proposer's control, the proposer will notify the OHS program manager immediately and if a replacement site is identified, it will require OHS approval prior to resuming services.
- gg. Proposer may be given the option to add new locations under this contract if proposer is selected. An amended contract will be required for this process.
- hh. Proposer must certify that if they request to close a location or cease business with OHS, proposer must notify OHS via written requests at least 30 days prior to closing of the site to allow for relocation of Participants.
- ii. Proposer must utilize a Participant sign in/sign out log on a daily basis. These logs must be completed by the Participant. These sheets must be stored by the proposer and provided to OHS upon request.
- jj. Proposer certifies that they will provide all necessary documentation of Participant use of facilities for OHS to certify claims.

2. STAFFING REQUIREMENTS

a. Reimbursable Ceiling

OHS is setting a threshold for that portion of the cost of providing 24-hour-per-day supervised housing which pertains to staffing that caps reimbursement at \$456 per day.

Under this reimbursable ceiling, OHS is seeking proposers who can competitively bid at or below that cost daytime coverage that is inclusive of daily programming for Participants from the hours of 8 AM to 8 PM. The daily programming is to be provided or overseen by the day-time house manager at a ratio of 1 house manager to 12 Participants. In addition, the proposer must provide overnight coverage that does not include programming. Because the night coverage does not require oversight of daily programming, night coverage can be provided at a higher ratio (up to 1 to 24) if the proposer is providing multiple interim housing sites. If the 1 to 24 ratio includes multiple interim housing sites, the house manager must be able to respond to any of the sites within 15 minutes during overnight coverage.

b. Staffing Expectations

- a. House managers must have at least one year of experience serving individuals with behavioral health needs, or equivalent lived experience, and must pass background checks consistent with County policy.
- b. Proposer(s) staff shall act as a community referral resource, referring Participants in need directly or by referral process to other services beyond their scope of service such as but not limited to; General Educational Development (GED) classes, higher education, vocational education, job training, resume writing, medical services, dental services, legal services, CalWorks, CalFresh, Medi-Cal, food banks, etc., as necessary.
- c. Proposer must submit a proposed weekly programming schedule that will become part of the contract work plan, subject to County approved adjustments. Programming can consist of but not be limited to the following suggested elements, organized by the proposer:
 - a. 1:1s with house manager for coaching, check-in on Participant's progress toward housing goals, and coaching on house rules adherence.
 - b. Life skills groups or peer groups
 - c. Benefits topic groups (such as workshops on how to access various benefits in the County)
 - d. Daily chores (if applicable)
 - e. Mealtimes/Meal-service
 - f. Appointments with case manager for housing navigation or clinical/medical appointments.
 - g. Recreational activities
- d. Proposer must certify that, within this reimbursable cost, they will provide for the following training areas:

- **Philosophical:** Including trauma-informed, housing first, culturally informed and person-centered training to their staff to support them in effectively providing for supervision, safety, coaching on interim housing site rules, and daily programming.
 - **Basic Mental Health Training:** In addition to training on philosophical guiding principles, staff must be trained in mental health basic skills such as motivational interviewing, crisis de-escalation, crisis incident response, incident reporting, and documentation.
 - **Physical Safety/Emergency Preparedness Training:** Staff must be provided training on basic first aid, use of Naloxone and CPR. Staff must also have periodic training on emergency procedures, individual and agency emergency preparedness, fire suppression and proper use of fire extinguishers, as well as utility shut-off procedures.
- e. Proposer must certify that the site will have a housing manager who is approved by OHS. If they live on-site, they must have separate sleeping quarters. The house manager must be physically on site to provide for and oversee daily programming, and for supervision and crisis response overnight. If the house manager is off-site for any reason, they must be able to report back physically to the site within 15 minutes.
- f. The proposer must certify that their house manager will not have previous convictions with any correlation to their position that may cause risk for Participants at the site.
- g. Proposer must certify that they will have at least one approved back-up house manager for each interim housing site.
- h. Proposer must describe how they will coordinate with County housing navigators to support timely Participant transition to permanent housing.
- i. Proposer shall prohibit personal visitors of House Managers while on duty or onsite. Proposer shall maintain a Participant visitor policy consistent with safety and program rules and provide it to OHS.
- j. Proposer must certify and describe their onboarding protocols incorporating trauma informed and person centered practices, including scripted welcomes, orientation checklist, and timeline (within 24 hours of arrival).
- k. Proposer must describe their policies staff will utilize for crisis intervention, including policies house manager staff will utilize for overnight response to critical incidents, depending on severity of incident, with escalation protocols tied to the severity of the incident.
- l. Proposer must describe policies house manager staff will utilize for notifying OHS staff of critical incidents. Critical incident documentation must be submitted to OHS within 24 hours.
- m. Proposer must describe policies their house manager staff will utilize for notifying OHS if any individuals do not report back to the site for longer than a 24 hour period.

3. ADMINISTRATIVE REQUIREMENTS

- a. ISL (Individual Service Level) Reporting for Interim Housing Sites: Proposer shall collect and report all Participant-level service, housing, and related expenditure data required by the County to support Individual Service Level (ISL) reporting under BHSA, including any housing, housing support, transportation, flexible funding, or other non-Medi-Cal services provided under this Agreement. Data shall be submitted in accordance with County timelines, reporting specifications, and CalMHSA/DHCS requirements which are available at the following link: <https://www.calmhsa.org/isl/>. Contractor shall comply with CalMHSA/DHCS requirements as updated.
- b. Proposer shall comply with County identified requirements for house managers to utilize and enter information into HMIS as it pertains to the supportive services provided by the house managers to the participants while in the Interim Housing Site, including training, data quality standards, confidentiality requirements and County policies and procedures.
- c. Proposer(s) shall establish a plan to be used in the event of Program or Contract termination. It should provide for the responsible and orderly transition of Participants to another OHS or DBH approved facility for services. The plan shall include a provision for furnishing OHS and/or DBH with all Participant information and any documents necessary for this transition.
- d. Proposer(s) will cooperate with County requirements for tracked outcome measures and key performance indicators as shown below: :
 - Percentage of successful program completion (Target > 70%).
 - Percentage of participants connected to supportive services by *proposers* staff, broken out by type of supportive service (Target >90%).
 - Percentage of staff completing required trainings within 3 months of hire (Target 100%)
 - Facility inspection compliance rate, including tracking of issues identified through inspection, and time to correct by proposer (Target >90%).
 - Participant satisfaction KPIs, including a process for tracking Participant satisfaction with program, Participant's feelings of safety, Participant's feelings of being respected and treated fairly by staff, and percentage of complaints and complaint resolution (Target >70% positive).
 - Timeliness of invoice submission (Target 100%).
 - In addition county will be tracking and monitoring metrics in the following areas:
 - Time from referral to placement
 - Critical incident reporting timelines (less than 24 hours)
 - Length of stay tracking to measure how quickly clients are transitioned to long term housing
- e. Proposer(s) shall administer staff and provide management systems and have a written Personnel Policy and Procedures Manual and written interim housing

policies and procedures manual. The written policy and procedures manual shall contain, at minimum, but not limited to, the following for all staff:

- Recruitment Procedures
 - Screening and Selection Procedures
 - Training and Orientation Procedures
 - Personnel File Documentation Requirements
 - Duties and Assignments (Job Description)
 - Protection of Confidentiality Procedures
- f. Proposer(s) shall maintain a Participant information file that contains, at minimum, but not limited to:
- Personal data form (contact and emergency contact information)
 - House Rules or program participation agreement, signed by the Participant
 - Criteria for discharge, signed by the Participant
 - Release of confidential information form, as needed for each stakeholder
 - Evidence of Participant's safety training for the facility

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 register with the ePro system prior to the date and time to receive the proposal or they will be disqualified. Late or incomplete proposals will not be accepted.** Electronic response must be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/bsc/view/login/login.xhtml>. System-related issues in ePro shall be directed to the Purchasing Department at (909) 387-2060. For procurement questions involving ePro, please contact the RFP Contact identified in Section I, Paragraph B - RFP Contact.
3. The Proposer acknowledges that its electronic signature is legally binding. Submittals in ePro will be opened from the system's encrypted lock box after the deadline and evaluated as stated in this RFP.
4. Reserved
5. 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.

6. 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 point. Each page, including attachments, must be clearly and consecutively numbered.

2. **Cover Page**

Use Attachment A as the cover page.

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

5. **Statement of Experience and Qualifications**

Include the following in this section of the Proposal:

- 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**

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

7. **Reserved**

8. **Reserved**

9. **Proposal Description**

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.
- d. Refer to section V for program details.

10. **Reserved**

11. **Certification Regarding Debarment or Suspension**

Complete Attachment G

12. **Cost**

Complete proposed pricing on Attachment H.

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 I.

14. **Former County Officials**

Complete Attachment J.

15. **Exceptions to RFP**

Complete Attachment K.

16. **Public Records Act Exemptions**

Complete Attachment L – 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 M – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Proposer's insurance broker/agent.

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.

A. QUALIFICATIONS AND EXPERIENCE

Weight: 30%

Considerations:

- Proposer background in homeless services, experience with providing housing and supportive services.
- Qualifications of the project team, including house manager staff. These qualifications should include staff's experience with the target population, as well as experience with Housing First, trauma informed, person centered and culturally informed client care.
- Experience with publicly bid projects.
- Experience providing similar services for County, City, or other government entities.

B. RESERVED

C. TECHNICAL REVIEW

Weight: 35%

Considerations:

- Proposers' statement of understanding of the County's needs based on a reading of the RFP and proposers understanding of the relevant funding streams and services provided.
- Work plan addressing how proposer will meet the staffing and supportive services component of the RFP, including description of daily programming for the interim housing site.
- Technical specifications and functionality as it pertains to the provision of the physical space (interim housing site), as described in the RFP.
- Quality control: What steps the proposer will take to ensure the quality of the site, and the quality of the supportive services, will be maintained over time.
- Training: Training description must address the training components described in the staffing portion of the RFP (see sections on philosophical, mental health basic skills, and life-safety training).
- Adequacy of support staff, including back-up staffing.
- Risk management: What risk management protocols does the proposer have in place, or will the proposer have in place to address physical safety concerns (see Interim Housing Site standards).

D. COST/REVENUE

Weight: 30%

Considerations:

- Overall reasonableness of proposed pricing. Proposers must bid at or under the reimbursable ceilings described in the bid for the rent cost for the interim housing site and the staffing cost for supportive staffing.

E. REFERENCES

Weight: 5%

Considerations:

- References regarding the proposer's experience providing satisfactory work.
- References regarding the proposer's demonstrated knowledge and expertise
- References regarding the capability of proposer's assigned team members
- likelihood of continued use

F. RESERVED

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 rated 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 K – Exceptions to RFP, or any exception thereto shall be waived

A. General

1. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

2. Contract Assignability

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

3. Reserved

4. Attorney Fees and Costs

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

5. Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

6. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

7. Choice of Law

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

8. Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d)

abide by all laws applicable to the County facilities and the provision of the Services, and all additions and modifications to each of subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

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

9. Confidentiality

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

10. Primary Point of Contact

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

11. County Representative

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

12. Damage to County Property

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

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

13. Debarment and Suspension

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

14. Drug and Alcohol-Free Workplace

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

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

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

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

15. Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

16. Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

17. Environmental Requirements

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

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

Contractor shall comply with the applicable contract specifications or requirements contained in the federal funding agreement for this Contract, for the use of a specific percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of this Contract. Upon request by the County, Contractor shall provide an estimate of the percentage of the

total recovered material content for EPA-designated item(s) delivered and/or uses in performance of this Contract, including, if applicable, the percentage of post-consumer material content. (See Attachment M)

18. Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

19. Improper Consideration

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

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

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

20. Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

21. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

22. Licenses, Permits, and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of this Contract.

23. Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been

provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

24. Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

25. Nondisclosure

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

26. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

27. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

28. Reserved

29. Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

30. Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

31. Release of Information

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

32. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

33. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not

constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

34. Subcontracting

Contractor agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph B of this Section X. All approved subcontractors shall be subject to the provision of this contract applicable to Contractor Personnel, including removal pursuant to subsection A.5 of this Section X.

For any subcontractor, Contractor shall:

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

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

35. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

36. Termination for Convenience

The County reserves the right to terminate the Contract for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

37. Time of the Essence

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

38. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

39. Reserved

40. Reserved

41. Fiscal Provisions

- a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of Medi-Cal and BHSA funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.
- b. Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within thirty (30) working days after receipt of invoice or the resolution of any billing dispute.
- c. Contractor shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- d. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- e. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

42. Reserved

43. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). By submitting a bid or proposal, Proposer represents that it is not a target of Economic Sanctions. Should it be determined Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the County.

44. California Consumer Privacy Act

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

45. Reserved

46. 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, Contractor shall not require employees or subcontractors of Contractor 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 Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

47. Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor 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, Contractor 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

Agreement is federally funded and subject to the additional terms on Attachment N Federal Contracting Provisions.

B. Indemnification and Insurance Requirements

1. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation applies to the County’s “active” as

well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

Additional Insured

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

Waiver of Subrogation Rights

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

Policies Primary and Non-Contributory

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

Severability of Interests

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

Proof of Coverage

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

Acceptability of Insurance Carrier

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

Deductibles and Self-Insured Retention

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

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums

paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

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

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

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

2. Insurance Specifications

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

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

Workers' Compensation/Employers Liability

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

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

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

Commercial/General Liability Insurance

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

- a. Premises operations and mobile equipment.

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

Automobile Liability Insurance

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

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

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

Umbrella Liability Insurance

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

Professional Services Requirements

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

or

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

or

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

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

Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

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

C. Right to Monitor and Audit

1. Right to Monitor

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

2. Records

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

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

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

D. Correction of Performance Deficiencies

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

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

4. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County;
 - b. Withhold funds pending duration of the breach;
 - c. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery;
 - d. Offset against any monies billed by Contractor but yet unpaid by the County;
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

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

ATTACHMENT A – COVER PAGE

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

Items Completed		Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Statement of Certification	
3.	Attachment C – Statement of Experience and Qualifications	
4.	Attachment D – Licenses, Permits, and/or Certifications	
7.	Attachment E – Proposal Description	
8.	Attachment F – Work Plan	
9.	Attachment G – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	
10.	Attachment H – Cost	
11.	Attachment I – References	
12.	Attachment J – Employment of Former County Officials	
13.	Attachment K – Exceptions to RFP	
14.	Attachment L – Public Records Act Exemptions	
15.	Attachment M – Indemnification and Insurance Requirements Affidavit	
21.	Attachment N – 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 H.		

ATTACHMENT C

Statement of Experience & Qualifications

Proposer must provide statement of their experience and qualifications for the areas listed below.

1. Proposer statement describing background in homeless services and experience with providing housing and supportive services.
2. Proposer statement describing qualifications of the project team, including house manager staff. These qualifications should include staffs experience with the target population, as well as experience with Housing First, trauma informed, person centered and culturally informed participant care.
3. Experience with publicly bid projects.
4. Experience providing similar services for County, City, or other government entities.

LICENSES, PERMITS, and/or CERTIFICATIONS

EXPIRATION

[illegible]

ATTACHMENT E

Proposal Description

Proposer must provide a proposal description addressing the areas listed below.

1. Proposers' statement of understanding of the County's needs based on the RFP and proposers understanding of the relevant funding streams and services provided.
2. Technical specifications and functionality as it pertains to the provision of the physical space (interim housing site), as described in the RFP.
3. Quality control: What steps the proposer will take to ensure how the quality of the site, and the quality of the supportive services, will be maintained over time.
4. Training: Training description must address the training components described in the staffing portion of the RFP (the listed philosophical, mental health basic skills, and life-safety training).
5. Adequacy of support staff, including back-up staffing.
6. Risk management: What risk management protocols does the proposer have in place, or will the proposer have in place to address physical safety concerns.

ATTACHMENT F

Work Plan

Proposer must provide a work plan describing the following.

1. Work plan addressing how proposer will meet the staffing and supportive services component of the RFP.
2. Proposer must submit a proposed weekly programming schedule that will become part of the contract work plan, subject to County approved adjustments. Programming can consist of but not be limited to the following suggested elements, organized by the proposer:
 - a) 1:1s with house manager for coaching, check-in on Participants progress toward housing goals, and coaching on house rules adherence.
 - b) Life skills groups or peer groups
 - c) Benefits topic groups (such as workshops on how to access various benefits in the County)
 - d) Daily chores (if applicable)
 - e) Mealtimes/Meal-service
 - f) Appointments with case manager for housing navigation or clinical/medical appointments.
 - g) Recreational activities

ATTACHMENT G

**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 San Bernardino County government, 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 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 H – COST

Proposer must show a proposal cost addressing two sections. One section must address the daily rate for rent for the interim housing site, and the second section must address the cost for the staffing and supportive services.

1. Daily Rate for Rent

Proposer must submit a table identifying the address of the interim housing setting and confirm that they will be providing a setting with no more than two beds per room. In addition, they must show that their daily rate does not exceed the reimbursable ceiling established through the procedure below. The table can look as shown below.

Address of Interim Housing Site	Confirmation of site with no more than 2 beds per room	Reimbursable Ceiling (monthly rate of \$913 of 92376 zip code divided by 31 days)	Proposers Nightly Rate (must be at or below ceiling)
Example: 123 Smith Dr, Rialto CA, 92376	Yes	\$29.45	\$29.00

Reimbursable Ceiling

The allowable amount for rent is capped at a specific amount, determined by the setting type and the zip code. The State, in its guidance for the Transitional Rent Medi-Cal benefit, provided a reimbursable ceilings crosswalk tool for calendar year 2026 (Appendix A). This crosswalk sets forth the maximum billable amount for certain settings by zip code.

Crosswalk Tool Guide

The County is requiring that these be shared interim housing sites in which there is a small number of participants per room, with no more than two beds available per room.

On the crosswalk tool, if the Participant was only occupying one bed (assuming a household of one), then the billing code would be T006. Once the billing code was determined, the next step is to find that billing code and cross-reference it to the zip code for the region. If the interim housing site resulted in a billing code of T006 above and was in the zip code of 92376, then the monthly rate for a member would be \$913.

Each applicant for this RFP must check the zip code for their interim housing site, confirm they will provide a site with no more than two beds per room and show that their proposal does not exceed the monthly rate for that site and location. If the proposer is using a daily rate, then they must ensure their daily rate does not exceed that amount on months with 31 days. Finally, if state guidance for future calendar years for the contract lessen the amount for a given zip code, then the provider must agree to accept the lesser rate if their bid was for more than the new rate.

2. Staffing & Supportive Services

Proposer must show in the cost portion of their proposal that their cost proposal aligns with the requirements below, including scheduling and staff to Participant ratios.

OHS is setting a threshold for the staffing portion that caps the reimbursement at \$456 for 24-hour coverage for an interim housing site.

Under this reimbursable ceiling, OHS is seeking proposers who can competitively bid at or below that cost daytime coverage that is inclusive of daily programming for participants from the hours of 8 AM to 8 PM. The daily programming is to be provided or overseen by the day-time house manager at a ratio of 1 house manager to 12 participants. In addition, the proposer must provide overnight coverage that does not include programming. Because the night coverage does not require oversight of daily programming, night coverage can be provided at a higher ratio (up to 1 to 24) if the proposer is providing multiple interim housing sites. If the 1 to 24 ratio includes multiple interim housing sites, the house manager must be able to respond to any of the sites physically within 15 minutes during overnight coverage.

ATTACHMENT I - 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).

[illegible]

ATTACHMENT K – EXCEPTIONS TO RFP

CONTRACTOR 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 L – 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 M - 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 N
FEDERAL CONTRACTING PROVISIONS

Contractor shall to 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. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor 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. Contractor 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. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor 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. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

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

1. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency 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 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

Contractor certifies that it will not use contract funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

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

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

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part 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))

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date