



Request for Applications (RFA)
for
U.S. Treasury Emergency Rental Assistance
Program (ERAP)

CDH-RFA-TERAP-2021-02

County of San Bernardino
Community Development and Housing Department
385 N. Arrowhead Avenue
San Bernardino, CA 92415
March 2, 2021

A. BACKGROUND INFORMATION

The Federal Consolidated Appropriations Act of 2021 made \$25 billion available through the U.S. Department of the Treasury for Emergency Rental Assistance. The Emergency Rental Assistance Program is intended to assist eligible renter households that have been impacted by the COVID-19 pandemic to pay rent and utilities. The County of San Bernardino's allocation of the federal Emergency Rental Assistance funding is **\$52,023,225**, of which this RFA represents approximately \$50.5M to be awarded.

B. PROJECT DESCRIPTION

The County of San Bernardino Community Development and Housing Department (CDH) is seeking qualified Proposers to fully administer its U.S Treasury funded county-wide Emergency Rental Assistance Program (ERAP). The Program shall be made available to all eligible County of San Bernardino residents, including residents of all twenty-four (24) incorporated cities as well as all unincorporated areas within the County. To avoid duplication of benefits, special exceptions and/or processing will be made with regard to residents residing in the direct entitlement cities of Fontana and San Bernardino. The Proposer(s) that are selected to assist with administration of the ERAP program will be considered Subgrantees and shall use funding awarded under the ERAP to provide arrears and prospective rental and/or utility assistance to qualified households unable to pay due to Coronavirus (COVID-19) related impacts.

Proposer(s) shall adhere to the Emergency Rental Assistance Program (ERAP) standards as set forth in Title V, Subsection 501 of the Consolidated Appropriations Act of 2021 and by guidance set forth by the U.S. Treasury Department, as may be amended from time to time.

DEADLINES

Release of RFP	March 2, 2021
Deadline for Submission of Questions	March 4, 2021 @ 3:00 p.m.
Deadline for Submission of Proposals	March 8, 2021 @ 11:00 a.m.
Date for Notification of Award(s)*	March 12, 2021
Date for Expiration of Protest Period*	March 17, 2021 @ 5:00 p.m.
Date for Contract Approval by Board of Supervisors*	March 23, 2021

*dates are tentative and subject to change, but not likely

PROGRAM

The purpose of ERAP is to provide emergency rental assistance for households economically impacted by COVID-19 epidemic. The objective of the ERAP is to mitigate the potential for homelessness and displacement of County of San Bernardino residents impacted by COVID-19, by assisting households to retain their existing housing through the payment of rent, utilities, and home energy costs in arrears and prospective. **Please Note: at the time of the release of this request, the**

County has not formalized its election pertaining to the State’s ERAP program and therefore reserves the right to cancel this process and not select providers or award funds related to this request.

Available U.S. Treasury ERAP Budget

Activity	Amount
Direct Assistance (rental and utility arrears and prospective)	\$ 46,820,902.50
Established by Treasury, not subject to change	
Admin for Program Administration (includes staffing, case management, housing stability services, call center operations, etc.) *subject to change	\$ 3,715,904.45
Total	\$ 50,536,806.95

Allowable housing stability services related to the COVID-19 outbreak include: housing counseling, relocation services, case management related to housing stability, housing-related services for survivors of domestic abuse or human trafficking, attorney’s fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing. Though allowable, the County will determine whether it will incorporate the use of housing stability services into the program. Such determinations will be made at the time program design is completed and guidelines are established.

Program Eligibility

ERAP funds shall only be made available to eligible renter households in San Bernardino County, in which at least one or more individuals meets the following criteria:

1. Qualifies for unemployment, has experienced a reduction in income, incurred significant costs, or experienced a financial hardship due to COVID-19;
2. Demonstrates risk of experiencing homelessness or housing instability;
3. Has a household income at or below 80 percent of the area median income (AMI) for San Bernardino County (see Table 1 below).
4. Not have received assistance by another program for the same assistance.
 - a. In the efforts to prevent the duplication of efforts, special provisions will be established for serving residents in direct-entitlement cities of Fontana and San Bernardino.

Prioritization

Prioritization is given to households who meet the following:

- Have with income at or below 50 percent of AMI for San Bernardino County (see Table 1 below); and
- One or more individuals within the household who have received unemployed for 90 days

prior to the application for ERAP.

The County shall determine the prioritization methodology in the program policies and procedures, which are forthcoming.

**TABLE 1: FY 2020 Income Limits
Riverside-San Bernardino- Ontario, CA MSA Area**

Number of Persons in Household	1	2	3	4	5	6	7	8
80% AMI	\$42,200	\$48,200	\$54,250	\$60,250	\$65,100	\$69,900	\$74,750	\$79,550
50% AMI	\$26,400	\$30,150	\$33,900	\$37,650	\$40,700	\$43,700	\$46,700	\$49,700

Eligible Use of Funds

NOTE: ERAP assistance may only be utilized to pay for arrears accrued as of March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b). Implementation is subject to change upon development of program policies and procedures. Financial assistance allowable is 12 months of assistance with an additional 3 month pursuant to program design, dependent upon participant need. The additional assistance is on a case-by-case basis.

- **Rent Arrears** - the full payment of arrears is allowed up to the 12-month limit if the arrears can be shown to be due to COVID-19. Arrears must be satisfied prior to providing prospective rent and/or utility assistance.
- **Prospective Rent** - payments are eligible if necessary to ensure housing stability. Rent assistance is allowable with the limit of accumulative 12 months of financial assistance per households with all services rendered. Assistance is provided in three month increments upon recertification and approval, on a case-by-case basis.
- **Utilities and Home Energy Costs Arrears** - Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Utilities and home energy costs include electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted. Utilities and home energy costs that are covered by the landlord will be treated as rent. The limitations in section 501(c)(2)(B) of Division N of the Act that limits assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.
- **Other expenses related to housing incurred due to COVID-19.** Expenses must be related to housing and be incurred directly or indirectly due to COVID-19. Expenses include relocation expenses and rental fees (if a household has been temporarily or permanently displaced due to the COVID-19 outbreak); reasonable accrued late fees (if not included in rental or utility arrears); and internet service provided to the rental unit.

Income Determination

When determining household income, the definition of “annual income,” as provided by HUD in 24 CFR 5.609, will be used. For the purposes of the ERAP program, household income is determined using one of the following methods:

1. **Annual Income:** The household’s total income for calendar year 2020.
2. **Monthly Income:** The household’s monthly income at the time of application. If an applicant qualifies based on monthly income, the household income eligibility must be redetermined every three (3) months for the duration of assistance.

To the extent that a household’s income, or a portion thereof, is not verifiable due to the impact of COVID-19 (for example, because the applicant’s place of employment has closed) or has been received in cash, or if the household has no qualifying income, a written attestation from the applicant regarding household income is deemed acceptable. If such, a written attestation without further documentation is relied on, the subgrantee must reassess household income for such household every three months. In appropriate cases, Proposer may rely on an attestation from a caseworker or other professional with knowledge of a household’s circumstances to certify that an applicant’s household income qualifies for assistance.

Documentation of Need

To ensure program compliance, Proposer must ensure that documentation for each application is obtained prior to making a determination of program eligibility and prior rendering payment/assistance to or on behalf of the applicant. To the extent administratively feasible, applicants must document that they have:

- (i) qualified for unemployment benefits, or,
- (ii) experienced a reduction in income, incurred significant costs, or experienced other financial hardship directly or indirectly due to COVID-19 that threatens the household’s ability to pay the costs of the rental property when due and;
- (iii) demonstrated a risk of experiencing homelessness or housing instability.

Please refer to Table 2 at the end of this notice for a more comprehensive guidance on acceptable documentation that will be required to be collected.

Duplication in Funding

The Proposer shall ensure that any rental assistance provided to an eligible household is not duplicative of any other federally funded rental assistance provided to an eligible household. Proposers with overlapping or contiguous jurisdictions are particularly encouraged to coordinate and participate in joint administrative solutions to meet this requirement. The Proposer shall clearly define what efforts will be taken to do so.

An eligible household that occupies a federally subsidized residential or mixed-use property may receive ERAP assistance, provided that ERAP funds are not applied to costs that have been or will be reimbursed under any other federal assistance. If an eligible household receives a monthly federal subsidy (e.g., a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may receive ERAP assistance for the tenant-owned portion of rent or utilities that is not subsidized.

If a household receives rental assistance other than the ERAP, the ERAP assistance may only be used to pay for costs, such as the tenant-paid portion of rent and utility costs, that are not paid for by the other rental assistance. Pursuant to section 501(k)(3)(B) of Subdivision N of the Act and 2 CFR 200.403, when providing ERAP assistance, sources of assistance must be verified to confirm that the ERAP assistance does not duplicate any other assistance, including federal, state, and local assistance provided for the same costs. The use of and access to Homeless Management Information System (HMIS) will be required as a tool to track and confirm receipt of similar services and resources and to reduce the likelihood of duplication of benefits.

Applicants/Payments

Landlords or property owners may apply on behalf of their residents for ERAP funds or leaseholder/tenants may apply on behalf of themselves. If a landlord or property owner applies, the leaseholder/tenant must co-sign the landlord's application acknowledging acceptance of the terms of the program and the landlord's application on their behalf. Any funds the landlord receives must be applied to the tenant's rental arrears obligations.

Any payment made to the landlord, will require a W-9 to be obtained from the landlord/property management company/property owner. Direct payments will be made to the landlord or utility provider unless the landlord or utility provider does not agree to accept such payments. In such instances, the direct payment will be made to the eligible household for the purpose of making payments to the landlord or utility provider. ERAP eligibility determination and assistance provided to households cannot be used to determine eligibility for other federal assistance programs and such assistance will not be taxable to the households.

Reporting

To ensure compliance with reporting obligations established by the U.S. Treasury, data must be collected in accordance with Section 501(g)(4) of Division N of the Act, establishing data privacy and security requirements. Additional details are forthcoming as to what information grantees are required to report in what format and the frequency of the information. All specific reporting requirements will be stated in the subgrantee agreement.

To meet the minimum reporting requirements, the following information must be collected for each applicant and associated application:

- Address of the rental unit;
- For Landlords and Utility Providers, the name, address, social security number, tax identification number or DUNS number, as applicable;
- Amount and percentage of utility and home energy costs, not included in rent, covered

- by ERAP assistance;
- Total amount of each type of assistance provided to each household (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears and other expenses related to housing incurred due directly or indirectly to COVID-19 outbreak);
- Amount of monthly rent covered and outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERAP assistance is provided;
- Household income and number of individuals in the household served by ERAP, and
- Gender, race, age and ethnicity for the primary applicant for assistance.

The following information must also be collected:

- The number of eligible households who applied for assistance.
- The number of households accepted in the ERAP program and financial assistance provided.

Monitoring

The subgrantee will be subject to monitoring and management requirements as set forth in 2 CFR 200.331-200.333, in a frequency established by the County deemed necessary to evaluate each risk of noncompliance of the subaward for the purposes of monitoring the activities of the Proposer, as necessary. To ensure that the monies are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward and that subaward performance goals are achieved.

C. DELIVERABLES

Proposer must provide a detailed program description that clearly explains program design and delivery system, staffing capacity and scalability of staffing, technology to be used (if any) and if technology needs would be dependent upon a County-sponsored technology platform. Additionally, Proposer must explain in detail its financial management systems and accounts payable processes, timeline and resources required to start-up. Please see Exhibit A for application and scoring sheet.

The County is anticipating a start date of April 12, 2021. The Proposer's plan must fully address and incorporate the following components below and must identify the critical steps needed to commence the program on or about April 12, 2021:

- a) Proposer to provide a plan that reflects its ability to provide a fully and adequately staffed call center to respond to the demands and needs of the program without significant delays and impacts to service delivery. If the call center is an existing call center, Proposer must identify how the addition of the ERAP Program can be accommodated.
- b) Proposer to provide a plan demonstrating its existing or ability to establish a fully integrated Financial Management/Payment Processing System at the time of program launch. Proposer must be able to demonstrate the ability to process batch payments on a vast scale, issue expedited, bulk payments to landlords, property managers and utility providers, and provide

comprehensive reports on posted payments and payments in the queue.

- c) Proposer to provide a plan to demonstrate staffing capacity and systems to provide services at program start date. Proposers must quantify current staff capacity, positions, how staff will be used, the various roles. If scale up is required, Proposer must identify a detailed scale up plan indicating timeframes, number of positions, how positions will be filled/recruitment efforts and timing, nature of positions (i.e. temporary vs. volunteer), etc., cost current staff and estimated costs of scale up staff, and training plan for staff.
- d) Proposer will lead community engagement and participate in marketing efforts. Proposer will engage with all necessary stakeholders to address community needs not being met or potential partnerships to expand service delivery. Proposer will be integral to outreach to the target populations (i.e. residents, landlords, cities, providers, faith-based organizations, educational institutions, etc.). Proposer must submit a detailed community engagement and marketing plan which identifies the various forms of outreach to be conducted, the intended methods and media to be used. The plan must address how the Proposer will assist applicants with access barriers and have limited or no access to technology and/or need additional support with the application process.
- e) Proposer must identify current technological platforms currently used to provide similar services, if any. Please explain how that technology works, if it can be integrated with other software platforms, its current capabilities, and if it has the functionality to manage services for the ERAP program either as a standalone or in collaboration with a County-sponsored software.
- f) Assuming the use of a fully integrated technology platform, Proposer must include details of how it would manage the ERAP process from application intake to file closeout. Proposer must include how applications would be tracked/monitored for ongoing progress, what troubleshooting and follow-up would be performed for delayed applications, how applications would be prioritized in accordance with the Treasury's stated priorities, how the service delivery is implemented (self-contained, partnerships, etc.). Proposer must include its plan to utilize the funding to address racial and income inequities.
- g) Proposer must provide an overview of its financial needs to operate the program, does it currently have cashflow, would advancements be required if so, what is the estimated amount (please address in terms of estimated dollars and months i.e. 2 months of CF equally approximately \$1M), is it anticipated that monies would be provided on a quarterly basis) etc.
- h) Proposer must present a comprehensive overview of the budget, how much is being requested, detailed uses of administration funds. If proposer is not requesting full amount of the award, administration cannot exceed 10% of request for services. The County's review will take into various factors when determining awards, namely, capacity of the Proposer, organizational structure, etc. If Proposer is anticipating providing ancillary services under the housing stability eligible use, please ensure that is clearly defined in the budget and is funded using the administration allowance. Moreover, case management, if funded must also be funded in consideration of the funding allowance.
- i) Proposer must provide a plan on internal processes to be employed to prevent duplication of services, coordination of services and information across the network, etc. Proposer must explain its current use of Homeless Management Information Systems, if any and ability to integrate it into service provisions.
- j) Provide shall provide all requested data with two weeks lead time to the County for reporting

as required by the U.S. Treasury.

- k) Proposer must provide plan of how it will conform to the data and document gathering, as well as recordkeeping requirements and explains the security measures it will employ to protect Personally Identifiable Information (PII).
- l) Proposer must submit a plan that addresses how it will manage the administrative functions of the program, reporting, monitoring, contract management, tracking of data, etc.

Applicants must meet the following criteria to be considered for funding:

- a) Applicant agency is a non-profit organization (must demonstrate non-profit status with an IRS Determination letter) or an incorporated city, exclusive of the entitlement cities of San Bernardino and Fontana.
- b) Demonstrate at least five years of managing federally-funded housing and/or homeless programs with demonstrated fiscal solvency to maintain current operations.
- c) Shall have a fully staffed/trained Call Center in place by April 12, 2021, a viable timeline must be provided to substantiate ability to meet this criteria;
- d) Shall have advanced, electronic, financial management/payment processing systems in place by April 12, 2021, a viable timeline must be provided to substantiate ability to meet this criteria;
- e) Shall demonstrate ability to scale up organization and have fully trained staff in place for project delivery to meet the magnitude of the projected program by April 12, 2021, a viable timeline must be provided to substantiate ability to meet this criteria;
- f) Shall have a vetted, program operation system in place at time of award of contract to manage application intake, document management, application prioritization; payment processing and reporting;
- g) Demonstrate presence in all geographic regions and ability to serve Countywide;
- h) Demonstrate a positive track record and experience providing social service/case management to community members;
- i) Ability to bridge the gap with groups at high risk or need, including those separated from resources due to the digital divide, as well as the ability to address racial and income inequities.
- j) Demonstrate ability to provide language access and bridge cultural barriers to services for populations of persons with Limited English Proficiency who are eligible to be served and encountered by our programs.
- k) Ability to issue bulk payments on expedited timelines.

TABLE 2: DOCUMENTATION REQUIREMENTS

The following documentation is minimally required for every adult in the household to be considered for ERAP assistance:

Category	Required Documents
Personal Identification (any of the following)	<ul style="list-style-type: none"> • Government-issued ID card or Driver’s license • Passport • Social security card • Birth certificates • Tax return that lists everyone in household • Employment authorization document (EAD) • Voter registration • Matrícula Consular
Proof of Financial Hardship	<ul style="list-style-type: none"> • Notice of qualification for unemployment. • Notice of termination or reduction in work hours/furlough, citing COVID pandemic as cause for action. • Check stubs that show a loss of pay or hours, post-dating the declaration of the COVID-19 outbreak • Documentation of closure of business due to COVID-19 • Bank Statements showing a reduction of income following the outbreak of COVID-19. • Documentation showing payment of substantial out-of-pocket medical expenses caused by COVID-19. • Documentation showing closure of your child(s) school(s) or loss of childcare due to the pandemic along with statement of COVID-impact.
Income and Assets Documentation (Annual Method)	<ul style="list-style-type: none"> • Wage Statement(s) • Bank Statements • Unemployment Compensation Statement • Award letter for Social Security, SSI, TANF, SNAP or Medicaid, reflecting current income • Form 1040, as filed with the IRS for the household. <p>Source documentation, as listed above, for at least the two months prior to the submission of the application for assistance.</p>
Rental Agreement (For Rent in Arrears)	<ul style="list-style-type: none"> • Written Lease agreement detailing all terms, minimally including listing of address and unit number; all household members to be considered in household income computation; rent amount. • W-9 of landlord
Rental Agreement (For Utility/Home Energy Cost in Arrears)	<ul style="list-style-type: none"> • Lease agreement for solar • Loan Agreement
Proof of Amount in Arrears (as applicable)	<ul style="list-style-type: none"> • Notice of past due rent • Current utility bill showing amount past due • Current home energy service bill showing amount past due
Proof of Other Housing Expenses (as applicable)	<ul style="list-style-type: none"> • Bill, invoice, • Evidence of payment to the provider of the service (bank statement)

GENERAL QUESTIONS AND TECHNICAL ASSISTANCE

For information about the U.S. Treasury ERAP RFP or application process, please direct your inquiries to:

Marisela Manzo, Housing Project Manager II
(909) 387-3212
Community Development and Housing Department
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415
PH: (909) 387- 4305 mainline
FAX: (909) 387-4415
ESG@cdh.sbcounty.gov

All applications must be submitted by email to CDH at ESG@cdh.sbcounty.gov by **Monday, March 08, 2021 @ 11 a.m.** All applications received after this deadline will not be considered.

EXHIBIT A - APPLICATION
COUNTY OF SAN BERNARDINO
DEPARTMENT OF COMMUNITY DEVELOPMENT AND HOUSING
US Treasury Emergency Rental Assistance Program (ERAP)
EMERGENCY AID FOR RENTAL STABILITY PROGRAM APPLICATION

TYPE OR PRINT

A. Applicant Information

1	Name of Applicant Organization:
2	Mailing Address: City: _____ State: _____ Zip: _____
3	Contact Person:
4	Title:
5	Phone:
6	E-mail Address:

B. Project Description

Using 150 words or less, provide a concise description of the proposed program. **This 150-word description is required in order for this application to be considered complete.** Consider items addressed under the General Project Eligibility section of the Project Proposal Instructions. A detailed project description is also required to be later in this application.

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US TREASURY ERAP PROGRAM GRANT APPLICATION

C. Project Characteristics	
1	Street address and nearest cross streets of the site or office where the program will be carried out:
2	Legal property owner:
3	
4	
5	Describe the geographic boundaries of the neighborhood, community, or area in which clients of the proposed program will be served (attach a map if needed):
6	<p>The following services are provided by this applicant: (Please check all that apply.)</p> <p><input type="checkbox"/> Direct Assistance: Rental Arrears</p> <p><input type="checkbox"/> Direct Assistance: Utility Arrears</p> <p><input type="checkbox"/> Direct Assistance: Rental Prospective</p> <p><input type="checkbox"/> Direct Assistance: Utility Prospective</p> <p><input type="checkbox"/> Housing Stability (i.e. legal services, case management, etc.): (Please describe.):</p> <p><input type="checkbox"/> Administration</p> <p><input type="checkbox"/> Other: (Please describe.):</p>
7	Estimated unduplicated number of clients/persons projected to be served during the program administration:

D. Project Budget		
Direct Assistance must represent 90% of total award, County will award accordingly	Us Treasury ERAP Program Funding	Other Source(s); not required*
Direct Assistance: Rental/Utility Arrears	\$	\$
Direct Assistance: Rental/Utility Prospective Rents	\$	\$
Housing Stability (include case management, legal services, etc.)	\$	\$
Administration	\$	\$
	\$	\$
Grand Total		

*Match is not required, but demonstrates organization's overall capacity to provide services

US TREASURY ERAP PROGRAM GRANT APPLICATION

E. Amount of ERAP Funds Requested

1	Amount of ERAP funds requested in this application (must equal Section D ERAP Program funding):
2	Additional funds to be provided by <u>other source(s)</u> for this project; this is NOT a requirement. The date that the <u>other source(s)</u> of funds have been or will be awarded and available, must be stated below:
Source(s):	
Award Date:	Date Available: \$
Source(s):	
Award Date:	Date Available: \$
Source(s):	
Award Date:	Date Available: \$
Source(s):	
Award Date:	Date Available: \$
Source(s):	
Award Date:	Date Available: \$
Source(s):	
Award Date:	Date Available: \$
Total of Other Sources	
(Should equal "Total costs, Other Sources" in Section D Above) \$	
<p>Please note: If this project also benefits residents of non-participating jurisdictions, matching funds in proportion to the percentage of non-cooperating residents to be served must be provided by other funding sources.</p>	
3	Additional funds to be provided to this applicant by other COUNTY Departments for any type of service provided by applicant. The date that <u>other COUNTY Departments</u> funds have been or will be awarded and available, must be stated below:
Source(s):	
Award Date:	Date Available: \$
Source(s):	
Award Date:	Date Available: \$
Source(s):	
Award Date:	Date Available: \$
Source(s):	
Award Date:	Date Available: \$

F. Homeless Management Information Systems (HMIS)

Currently participates in HMIS?

Agrees to participate in the HMIS?

G. Benefit Areas

1) Eligible Cities: The following non-entitlement cities are eligible for State ERAP as they do not qualify for ERAP from any other source. Please determine if the primary service area for your proposed service would include one or more of the following cities. Please check all that apply:

County Supervisorial District(s) where services will be rendered (see Exhibit C):

1st District 2nd District 3rd District 4th District 5th District

Countywide

US TREASURY ERAP PROGRAM GRANT APPLICATION

H. Organizational Information

1) Organizational History: (This is applicable only if you are a non-profit organization).

a. Date Organization founded:

b. Date Organization incorporated as a non-profit organization:

c. Is organization in good standing with the State:

d. Has organization merged with another organization within the last year :

e. Federal identification number:

State identification number:

f. Number of paid staff:

Number of volunteers:

2) Is this a "faith-based" organization? **Yes No

**Generally, a faith-based organization was founded or is inspired by faith or religion. Such organizations often choose to demonstrate that faith by carrying out one or more activities that assist persons who are less fortunate.

DETAILED PROJECT DESCRIPTION

Provide detailed information needed to fully describe the proposed service, its purpose and its beneficiaries. Please attach applicable maps, and brochures. Please ensure the response addresses all questions listed in Section C-Deliverables of the proposal request.

US TREASURY ERAP PROGRAM GRANT APPLICATION

DETAILED PROJECT DESCRIPTION

(Continuation of Section B, Project Description, Page 1)

Authorized Signature: To the best of my knowledge, the information provided on this application is true and I am authorized to submit this application on behalf of the applicant agency. Also, I acknowledge that insurance coverage including, but not limited to, Comprehensive General Liability and Automobile Liability, and Professional Liability will be required before ERAP funds can be made available to approved projects.

Signature: _____ **Title:** _____

Print Name: _____ **Date:** _____

PLEASE SUBMIT APPLICATION VIA EMAIL TO ERAP@cdh.sbcounty.gov

For assistance or information regarding the completion of this proposal please email:
Marisela.manzo@cdh.sbcounty.gov or call (909) 387-3212

US TREASURY ERAP PROGRAM GRANT APPLICATION

Application Checklist

Community-based organizations are required to include one copy of the items listed below. The following information is required before any contract can be executed or reimbursement processed:

- Summary of agency's current year General Operating Budget
- List of Agency's Board of Directors, including names and addresses
- Proof of existing non-profit/tax-exempt status (Letters from the Federal Internal Revenue Service and State Franchise Tax Board)
- Current certificate of insurance and amounts covered
- Organizational Chart
- Minutes of last Board meeting
- Most recent Audited financial statement

If your application is funded you will be required to provide a copy of your Organization's:

- Articles of Incorporation
- Corporate Bylaws
- Corporate Resolution
- Most recent audit, if applicable
- W-9, if applicable

US TREASURY ERAP PROGRAM GRANT APPLICATION

INSURANCE INVENTORY

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE

Name of Program: _____

Effective Dates _____

Employer's Liability Limit \$ _____ Certificate of Insurance Attached: Yes No: On File w/CDH

COMPREHENSIVE AND GENERAL AUTOMOBILE LIABILITY INSURANCE

Name of CONTRACTOR(S) General Insurance Company _____

Limits of Liability _____ Effective Dates _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached: Yes No: On File w/CDH

Name of CONTRACTOR(S) Automobile Liability Insurance Company _____

Limits of Liability _____

Per Person \$ _____ Per Accident \$ _____ Damage Liability \$ _____ Combined Single Limit

ERRORS AND OMISSIONS LIABILITY INSURANCE

Name of CONTRACTOR(S) Insurance Company _____

Limits of Liability _____ Effective Dates _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached: Yes No: On File w/CDH

Annual Aggregate \$ _____ Certificate of Insurance Attached: Yes No: On File w/CDH

PROFESSIONAL LIABILITY INSURANCE

Name of CONTRACTOR(S) Insurance Company _____

Limits of Liability _____ Effective Dates _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached: Yes No: On File w/CDH

Annual Aggregate \$ _____ Certificate of Insurance Attached: Yes No: On File w/CDH



EXHIBIT B

Standard Terms and Conditions

**San Bernardino County
Community Development and Housing
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415
March 1, 2021**

I. APPLICATION CONDITIONS

A. Authorized Signatures

All applications must be signed by an individual authorized to bind the Applicant to the provisions of the RFA.

B. Term of Offer

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

C. Incurred Costs

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

D. Amendments/Addendums to RFA

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

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

E. Best Value Evaluation

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

F. Right of Rejection

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

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

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

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

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

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

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

G. Clarification of Offers

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

H. Public Records Act

All Applications and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code §6250). All Application information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Applications are subject to becoming a non-exempt public record.

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

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

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

I. Employment of Former County Officials

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

Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

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

J. Iran Contracting Act of 2010

In accordance with Public Contract Code section 2204(a), the Applicant certifies that at the time the Application is submitted, the Applicant signing the Application is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

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

K. Disclosure of Criminal and Civil Proceedings

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

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

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

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

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

Applicant certifies in Attachment D that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See Attachment D and the following United States General Services Administration's System for Award Management website

<https://www.sam.gov>). Applicant also certifies in Attachment D that if it or any of the subcontractors listed in the Application are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

M. Unsatisfactory Performance

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

N. Final Authority

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

II. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

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

A. Contract Negotiation

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

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

B. Failure to Negotiate

If the selected Applicant:

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

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

C. Notice of Intent to Award (NOIA) – Applicant Notification of Selection

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

D. Review of Financial Performance

At the County's sole discretion, the financial performance of the intended Consultant may be assessed prior to Contract award. Financial performance deemed unsatisfactory by the County may result in non-award or a recommendation for award to another Applicant(s).

E. Award

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

III. APPEAL AND AWARD

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

1. Is submitted in writing.
2. Is submitted within five (5) 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 RFA or any addenda or amendments.
2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. Violation of State or Federal law.

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

Valerie Clay, Interim Director
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 Applicant advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Purchasing Agent shall make a decision concerning the appeal, and notify the Applicant 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 Applicant will be provided reasonable notice of the time, date and location of the hearing. In the event that a protesting Applicant 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 RFA process that it is unfair to the Applicant or whether the valid grounds for the Protest

are in the nature of harmless error and that the RFA process was fair to the Applicant. The Panel will not re-evaluate the Applications.

The Purchasing Agent shall notify the Applicant 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 Applicant may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Applicant 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.

An Applicant 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 Applicant has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Application. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Applicant under this RFA. Upon exhaustion of this remedy no additional recourse is available.

IV. TERMS AND CONDITIONS

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

A. General

1. Contract Amendments

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

2. Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

3. Attorney 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.

4. Background Checks for Consultant Personnel

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

within the preceding 12-month period. Consultant personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

5. Change of Address

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

6. Choice of Law

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

7. Compliance with County Policy

In performing the Services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all additions and modifications to each of subsections (b),(c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

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

8. Confidentiality

Consultant shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any other purpose other than carrying out the Consultant'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.

9. Primary Point of Contact

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

10. County Representative

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

11. Damage to County Property

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

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

12. **Debarment and Suspension**

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

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

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

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

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

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

14. **Duration of Terms**

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

15. **Employment Discrimination**

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

16. Environmental Requirements

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

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

17. Improper Influence

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

18. Improper Consideration

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

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

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

19. Informal Dispute Resolution

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

20. Legality and Severability

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

21. Licenses, Permits, and/or Certifications

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

certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of this Contract.

22. Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

23. Mutual Covenants

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

24. Nondisclosure

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

25. Notice of Delays

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

26. Ownership of Documents

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

27. Air, Water Pollution Control, Safety and Health

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

28. Relationship of the Parties

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

29. Release of Information

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

30. 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.

31. Subcontracting

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

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

For any subcontractor, Consultant shall:

- 31.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 31.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 31.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

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

32. Subpoena

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

33. Termination for Convenience

The County and the Consultant each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt

of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

34. Time of the Essence

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

35. 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, and 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, and San Bernardino District.

36. Successors and Assigns

This Contract shall be binding upon County and Consultant and their respective successors and assigns.

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

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

37. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County as the funding agency and Consultant as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

38. Artwork, Proofs and Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County. These items must be returned to the County within ten (10) calendar days, upon written

notification to the Consultant. In the event Consultant fails to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Consultant will be barred from all future solicitations, for a period of at least six (6) months.

39. Fiscal Provisions

- a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's Services and expenses incurred in the performance hereof, including travel and per diem.
- b. Consultant shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- c. Consultant shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- d. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- e. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Consultant shall not use current year funds to pay prior or future year obligations.

40. Errors, Omissions and/or Conflicts

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should County suffer damages due to errors, omissions, and/or conflicts within the such documents, the Consultant shall be responsible to County for costs of all such damages.

41. Conflict of Interest

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

42. Compliance with Laws and Regulations. Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances.

43. No Duplication of Benefits. Consultant must ensure, to the greatest extent feasible, that any ERAP assistance provided to an eligible household is not duplicative of any other federal or State-funded assistance provided to that eligible household.

B. Indemnification and Insurance Requirements

1. Indemnification

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

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

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

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of

Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

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

Policies Primary and Non-Contributory

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

Severability of Interests

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

Proof of Coverage

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

Acceptability of Insurance Carrier

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

Deductibles and Self-Insured Retention

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

Failure to Procure Coverage

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

Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not

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

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

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

2. Insurance Specifications

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

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

Workers' Compensation/Employers Liability

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

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

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

Commercial/General Liability Insurance

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

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

Automobile Liability Insurance

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

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

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

Umbrella Liability Insurance

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

Professional Services Requirements

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

or

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

or

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

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

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

D.

1. Right to Monitor

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

Consultant that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

2. Records

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

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

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

E. Correction of Performance Deficiencies

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

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

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

sum due to the Consultant under this Contract and the balance, if any, shall be paid by the Consultant upon demand.

5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by 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 – Licenses, Permits, and/or Certifications	
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	
5.	Attachment E – Fee Application Sheet	
6.	Attachment F – References	
7.	Attachment G – Employment of Former County Officials	
8.	Attachment H – Exceptions to RFA	
9.	Attachment I – Public Records Act Exemptions	
10.	Attachment J – Indemnification and Insurance Requirements Affidavit	

Applicant Name: _____

Address: _____

Telephone No.: () _____ FAX No.: _____

Email Address: _____

Federal Tax ID: _____

RFA Contact: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

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

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT B
STATEMENT OF CERTIFICATION**

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

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

ATTACHMENT D

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

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

1. The Applicant certifies, to the best of its knowledge and belief, that neither the Applicant nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
2. The Applicant certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Application, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Applicant shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Applicant learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Applicant rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate the Contract resulting from this RFA for default.
6. Applicant affirms that neither it, nor any subcontractor listed in the Application, has any record of recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.
7. Applicant also certifies that if it or any of the subcontractors listed in the Application are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

ATTACHMENT E – FEE APPLICATION SHEET(S)

ATTACHMENT F - REFERENCES

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

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

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

ATTACHMENT H – EXCEPTIONS TO RFA

CONSULTANT NAME _____

ADDRESS _____

TELEPHONE# _____ FAX # _____

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

ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS

APPLICANT NAME _____

ADDRESS _____

TELEPHONE# _____ FAX # _____

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

ATTACHMENT J - INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT

**THE APPLICANT’S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE APPLICANT MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE APPLICATION.**

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

Insurance Broker / Agency Name _____
Date

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

Address City State Zip Code

Telephone Number FAX Number Email Address

Applicant’s Name _____
County RFA Name and Number

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

Commercial General Liability _____
Automobile Liability

Workers’ Compensation Liability _____
Professional Liability

Pollution Liability _____
Cyber Liability

Sexual Abuse Liability

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

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Applicant submits to the County do not fully comply with the Insurance Requirements, and/or if the Applicant fails to submit the forms within the 14-day time limit, the County may: (1) declare the Applicant’s Application non-responsive, and (2) award the Contract to the next highest ranked Applicant.
If you have any questions about the Insurance Requirements, please contact Mr. Rafael Viteri, County of San Bernardino - Risk Management Department, at (909) 386-8730 or via e-mail rviteri@rm.sbcounty.gov (Please provide name of RFA with your email question(s)).

ATTACHMENT L

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

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

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

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

(A) Makes a governmental decision whether to:

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

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

DISCLOSURE DETERMINATION:

1. Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.
2. Consultant will be "making a government decision" or "serving in a staff capacity" as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

**COMMUNITIES SERVED BY THE SAN BERNARDINO
COUNTY BOARD OF SUPERVISORS**
Effective October 27, 2011

FIRST DISTRICT

Adelanto, Amboy, Apple Valley, Argus, Bagdad, Baker, Baldy Mesa, Big River, Cadiz, Calico, Cima, Daggett, Deer Lodge Park, Earp, Edwards A.F.B., El Mirage, Essex, Fenner, Fort Irwin, Goffs, Havasu Lake, Helendale, Hesperia, Hinkley, Homer, Ivanpah, Kelso, Kramer, Lenwood, Ludlow, Milligan, Mt. Pass, Needles, Newberry Springs, Nipton, Oak Hills,
Oro Grande, Parker Dam, Phelan, Pinon Hills, Randsburg, Red Mountain, Rice, Saltus, Searchlight Junction, Silver Lakes, Spring Valley Lake, Summit Valley, Trona, Victorville, Vidal, West Cajon Valley, Wheaton Springs, Wrightwood, Yermo

SECOND DISTRICT

Alta Loma, Arrowbear, Blue Jay, Cedar Glen, Cedarpines Park, Crestline, Devore, Etiwanda, Fredalba, Fontana*, Green Valley Lake, Lake Arrowhead, Lytle Creek,
Mt. Baldy, Rancho Cucamonga, Rimforest, Running Springs, San Antonio Heights, Silverwood, Skyforest, Twin Peaks, Upland*, Valley of Enchantment

THIRD DISTRICT

Angeles Oaks, Baldwin Lake, Barstow, Barton Flats, Big Bear City, Big Bear Lake, Boulder Bay, Bryn Mawr, Colton*, Crafton, East Highland, Erwin Lake, Fawnskin, Flamingo Heights, Forest Falls, Grand Terrace, Highland, Johnson Valley, Joshua Tree, Landers, Loma Linda, Lucerne Valley, Mentone, Moonridge, Morongo Valley, Mountain Home Village, Oak Glen, Patton, Pioneer Town, Reche Canyon, Redlands, San Bernardino*, Seven Oaks, Sugarloaf, Twentynine Palms, Wonder Valley, Yucaipa, Yucca Valley

FOURTH DISTRICT

Chino, Chino Hills, Montclair, Ontario, Upland*

FIFTH DISTRICT

Bloomington, Colton*, Fontana*, Glen Helen, Muscoy, Rialto, San Bernardino*,
San Bernardino International Airport

U.S. Treasury ERAP Program Application

Application Scoring Criteria		Max Points
A. Program Need		20
1. Target Population – Does the applicant describe how the proposed program meets the high need of the community? Does it describe how they are accessed and how the challenges and barriers will be overcome? Are target priorities (as established by the US Treasury) identified and the plan to meet targeted outcomes?	10	
2. Geographic Area: Does the applicant clearly describe the location it will serve? Which districts is the applicant able to serve? Does the applicant describe outreach and access points to activities? <i>(1.5pts per district, 2.5 pts outreach activities)</i> <input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input type="checkbox"/> District 5	10	
B. Program Description		35
1. Does the applicant provide a detailed description of the intended program that can be implemented to meet a targeted program start date of April 12, 2021? Does it demonstrate how each component of the program will be implemented (i.e. solely implemented, in partnership with other agencies, etc.) and the applicable implementation timeframe?	10	
2. Does applicant’s description clearly reflect an understanding of the program requirements, the needs of the population, and how to deliver services effectively? Does the applicant describe targeted outreach approach to meet community demand, assist with language, cultural and technological barriers?	10	
3. Does the applicant explain their current use of the HMIS and their ability to integrate it into the service provisions? Does the applicant describe methods to avoid duplication of services and detect fraud? Does applicant explain the coordination that will be utilized to provide services and what recordkeeping measures will be taken?	8	
4. Assuming the use of a fully integrated technology platform, did applicant include details of how they would manage the ERAP process from application intake to file closeout? Did they include how applications would be tracked/monitored for ongoing progress, what troubleshooting and follow-up would be performed for delayed applications, how applications would be prioritized in accordance with the Treasury’s stated priorities, how the service delivery is implemented (self-contained, partnerships, etc.)?	7	
C. Staffing & Fiscal Capacity		50
1. Current Capacity - Does the applicant describe current capacity to implement by April 12, 2021? Did they provide an organizational chart? Does it include accounting capacity to process payments to Landlords/Applicants? If partnering, does the applicant provide an organizational chart of the overall operations reflecting partners and their respective roles? Do they provide job description and roles with an intended organization chart with staff, partners or extended collaborations?	15	
2. Future Capacity - Does the applicant describe the plan to increase staffing capacity and systems for project delivery after the commencement of the program? Does the scale up address program needs in a timely manner? Do they provide job description and roles with an intended organization chart with staff, partners or extended collaborations?	10	
3. Does the organization describe details of partnering or having a call center to manage a high volume of calls and assisting applicants over the phone?	10	
4. Does the application possess fiscal capacity such as cashflow and liquidity to provide services if needed? Does the applicant manage other sources of funding and demonstrate an ability to leverage resources to increase service delivery?	5	
5. Is the organization able to process approximately \$6.5 million in expenditure for services and deliverables on a monthly basis? Did they provide a detailed projected budget for program implementation that reflects how administration funds will be used, if they are proposing to provide case management and other housing stability services?	10	
D. Experience		25
1. Agency/Program Experience – Does the applicant describe in detail the agency/program experience in developing, implementing and evaluating the proposed project or comparable project? Does the applicant provide methods and performance outcomes of participants for programs it currently administers?	10	
2. Government Contracts – Does the applicant have any experience with government contracts for similar projects? Does the applicant have 5 years of experience with government contracts? If none, does the applicant have other contracts for similar projects?	7	
3. Does applicant have experience managing state and/or federal grants? Is the applicant a current or former County of San Bernardino provider? If so, were there or are there known performance challenges (i.e. adhering to regulations, meeting performance measures, expending funding, etc.)?	8	
4. Bonus Points – Special Consideration	10	
<ul style="list-style-type: none"> • Does applicant have an electronic system to process a high volume of batch payments for services on a monthly basis? (5 Points) • Does the Applicant have the ability to provide multi-lingual translation services for written documents, and services provided via the call center and during outreach events? (List languages) (2 points) • Does applicant have full internal integration of services, experience, financial, capacity, and technology? (3 points) 	10	
E. Total Possible with Bonus Points		140