



Issue Date: June 14, 2022

**MERCED CITY AND COUNTY CONTINUUM OF CARE
REQUEST FOR PROPOSAL
NUMBER 2022-001**

TITLE: Homeless Housing, Assistance and Prevention Round 1 & 2 Youth Services

Please carefully read and follow the instructions.

Please direct all questions to:
Collaborative Applicant/Administrative Entity
2115 West Wardrobe Avenue
Merced, California 95340
Attn. Maribel Baron
Phone: 209-385-3000 ext. 5210
Fax: 209-724-4088
E-mail: Collabapp@countyofmerced.com

PLEASE SUBMIT RESPONSE BY: 4:30 P.M., ON JULY 12, 2022

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DEFINITIONS

Agreement - Comprises the Request for Proposal (RFP), any amendment thereto, the bid proposal, and the request for funds order if appropriate. The Agreement constitutes the entire agreement between the CoC and the awarded Bidder.

Bidder - A nonprofit submitting a bid response for the purpose of obtaining a CoC Agreement.

County - The County of Merced, a political subdivision of the State of California.

Continuum of Care (CoC)- The Merced City and County Continuum of Care.

Collaborative Applicant/Administrative Entity – The eligible applicant designated by the Continuum of Care (CoC) to collect and submit the CoC Registration, CoC Consolidated Application (which includes the CoC Application and CoC Priority Listing), and apply for CoC planning funds on behalf of the CoC during the CoC Program Competition.

Coordinated Entry System- A centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as the section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals.

Deliverable - The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the "Requirements".

Evaluation Committee - A committee established to review and evaluate responses to determine the Agreement award. The committee includes representatives of the department seeking the goods or services.

Goals/Tasks - A discrete unit of work to be performed.

HHAP- Homeless Housing, Assistance and Prevention.

Homeless Management Information System (HMIS) – The information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of Code of Federal Regulations.

Homelessness- The meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

Housing First – A homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their

quality of life per the meaning in Section 8255 of the Welfare and Institutions Code.

Navigation Center – A Housing First, low-barrier, service-enriched shelter focused on moving persons experiencing homelessness into permanent housing that provides temporary housing living facilities while case managers connect individuals to income, public benefits, health services, shelter, and housing.

Operating Subsidies – Eligible Activity under HHAP grant.

Prime Contractor - The Bidder who is awarded the Agreement and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any sub-Contracting made by the Contractor during this project are the sole responsibility of the Contractor.

Proposal Deadline - The closing date associated with this proposal.

Proprietary – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

Scope of Work - The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Sub-Contractors - Any person, entity or organization, to which Contractor or CoC has delegated any of its obligations hereunder.

Work Plan - The mutually agreed to document, which describes task, dependencies, the sequence and timing of events, deliverables, and responsible parties, associated with the various phases of the proposal.

Homeless Youth- Unaccompanied minors between the ages of 12-24.

**SAMPLE AGREEMENT FOR SPECIAL SERVICES
BETWEEN
(CONTRACTOR)
AND
MERCED HUMAN SERVICES AGENCY
CONTRACT NO. _____**

THIS AGREEMENT, is made and entered into by and between the Merced County Human Services Agency, the Administrative Entity (hereinafter referred to as "AE") for the Merced City and County Continuum of Care (hereinafter referred to as "CoC"), and (name of contracting company or individual; specify the type of organization such as - government agency, individual, corporation, partnership, i.e. "California Skilled Nursing and Care Company", a California Corporation), located at (Street Address, Suite No., City, State) (hereinafter referred to as "Contractor").

WHEREAS, AE desires to contract with Contractor for special services which consist of (list the type of services you desire to contract for, Example, - the rendering of a skilled nursing care and special treatment program); and

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services in connection with (list type of services to be rendered, Example, - a certified skilled nursing care and special treatment program through the utilization of Contractors facility and staff) pursuant to (include any government code sections that may be applicable to this agreement, Example, California Health and Safety Code XXXX); and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide (list type of services to be rendered, Example, - a certified skilled nursing care and special treatment program through the utilization of Contractors facility and staff) services in accordance with the terms and conditions stated herein, specifically referenced attachments hereto, and in compliance with HHAP regulations.

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A - Scope of Work
- Exhibit B - Additional Contract Requirements

- Exhibit C - Assurance of Compliance with Merced County Human Services Agency
- Exhibit D - HIPAA Business Associate Addendum
- Exhibit E - Federal Provisions
- Exhibit F - Budget
- Exhibit G - HHAP Terms and Conditions
- Exhibit H - Definitions
- Exhibit I - Measurable Outcomes
- Exhibit J - Request for Funds (RFF)

2. TERM

The term of this Agreement shall commence on the ____ day of _____, 20____, and continue until the ____ day of _____, 20____, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE", "TERMINATION FOR CAUSE", or "CONDITION SUBSEQUENT TO NON-APPROPRIATION OF FUNDING", as set forth elsewhere in this Agreement.

3. COMPENSATION

(Note to preparer of this agreement: If this agreement is for a fixed fee, then the following language will apply)

AE agrees to pay Contractor a Total Contract Price of *(type out contract price, i.e., Five Thousand Dollars and No/100 Cents)* Dollars and No/100 Cents (\$) *(type numerical amount, i.e., \$5,000.00)* for all of Contractor's services to be provided herein, as are more specifically set forth under Section 1, "SCOPE OF SERVICES". The Total Contract Price shall include all of AE's compensation to Contractor, including reimbursement for all expenses incurred by Contractor in the performance of this Agreement. No other fees or expenses of any kind shall be paid to Contractor in addition to the Total Contract Price. In no event shall the total services to be provided hereunder exceed the Total Contract Price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the Contractor and be mailed or delivered to Contractor at:

Name:
 Address:
 City/State/Zip:

Contractor may request that AE mail the check to Contractor, to such other address as Contractor may from time to time designate to AE. Such request must be made in writing in accordance with the procedures as outlined under Section 7, "NOTICES".

4. PRICING CONDITIONS

AE agrees to pay Contractor for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to Contractor without formal approval of the AE's Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed \$_____.

AE shall not be responsible for any charges or expenses incurred by Contractor, his/her agents, employees or independent subcontractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by AE.

5. TERMS OF PAYMENT

(Note to preparer of this agreement: If this agreement is for a fixed fee, then the following language will apply).

Payment shall be only for full, complete satisfactory performance of the services required to be provided herein and as set forth under Section 1, "SCOPE OF SERVICES." Payment shall be made in the following manner:

Upon completion of the required services as set forth under Section 1, "SCOPE OF SERVICES," Contractor shall submit an invoice **within thirty (30) calendar days of each invoice period**, detailing the services it has provided and the amount owed under this Agreement. In addition to the invoice submitted by the Contractor for payment, Contractor must complete and submit to the AE, Form W-9, "A Request for Taxpayer Identification Number and Certification", located at www.irs.gov/pub/irs-pdf/fw9.pdf as well as a **Request for Funds (RFF), located under Exhibit J of this Agreement**. The invoice, W-9, and RFF form shall be forwarded to the AE at the AE address shown under Section 7, "NOTICES" of this Agreement, **not later than thirty (30) calendar days after completion and acceptance by the AE of all tasks identified on the invoice**. Upon approval by AE, the fee due hereunder shall be paid to Contractor within thirty (30) days following receipt of a proper invoice.

In no event shall AE be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the Agreement.

6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

Contractor shall have no claim against AE for payment of any kind whatsoever for any services provided by Contractor which were provided after the expiration or termination of this Agreement.

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

AE	Contractor
_____	_____
_____	_____
_____	_____

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

8. CONDITION SUBSEQUENT TO NON-APPROPRIATION OF FUNDING

The compensation paid to Contractor pursuant to this Agreement is based on AE's continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, County, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the AE arising from this Agreement shall be immediately discharged. AE agrees to inform Contractor no later than ten (10)

calendar days after the AE determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to AE prior to the final date for which funding is available. In the alternative, AE and Contractor may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, if funding is provided to the AE in the form of promises to pay at a later date, whether referred to as "government warrants", "IOU's", or by any other name, the AE may, in its sole discretion, provide similar promises to pay to the Contractor, which the Contractor hereby agrees to accept as sufficient payment until cash funding becomes available.

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by AE at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, AE shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by AE. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

Upon termination of this Agreement, unless otherwise approved in writing by AE, any unexpended funds received by the Contractor shall be returned to AE within thirty (30) calendar days of the Notice of Termination.

10. TERMINATION FOR CAUSE

The AE may terminate this Agreement and be relieved of making any payments to Contractor and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the AE may proceed with the work in any manner deemed proper by the AE. All costs to the AE shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to the AE provided by law.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. INSURANCE

A. Insurance Requirements

Prior to the commencement of work, and as a precondition to this Agreement, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance (COI) and endorsements on each policy as required in this Section. Each COI shall specify if Contractor has a self-insured retention (SIR), and if so, Contractor shall be required to provide the entire policy of insurance with which it has an SIR and/or deductible. All deductibles and SIRs shall be fully disclosed in the COI and are subject to the express written permission of the AE Risk Manager.

1. Commercial General Liability (CGL): \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The AE and its officers, employees and agents shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the AE.
4. Professional Liability (Errors and Omissions): \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit. Claims – made coverage requires Contractor

to maintain a minimum of three (3) years extended reporting period or tail coverage.

5. Technology Professional Liability Errors and Omissions Insurance appropriate to the Contractor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the Agency may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:
 - b. Cyber Liability coverage not less than \$2,000,000 per occurrence, and sufficient to cover, the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Contractor.

B. Insurance Conditions

1. Insurance is to be primary and non-contributory with any insurance of the AE and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.
2. Each of the above required policies shall be endorsed to provide the AE with thirty (30) days prior written notice of cancellation. The AE is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

3. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the AE requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AE.
4. If the Contractor uses Contractors or others to perform work under this Agreement, such Contractors or other persons shall be Named Insured or Additionally Insured to the Contractor's required insurance coverage, or required by the Contractor to comply with equivalent insurance and conditions of this Section.

13. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, AE, Continuum of Care Board, Merced County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, Contractor and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of AE. This duty shall arise at the first claim or allegation of liability against AE. Contractor will on request and at its expense defend any action, suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

14. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. AE shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of AE is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall

hold AE harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to Contractor, or its Contractors and employees, if any.

It is mutually agreed and understood that Contractor, its Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the AE for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, subcontractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that AE is not responsible for any benefits, coverage or payment for their efforts.

15. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, AE shall have free access at all proper times or until the expiration of five (5) years after the termination of this Agreement to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement. The Contractor agrees to permit AE or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts and other materials that may be relevant to a matter under investigation for the purpose of determining compliance under HHAP program laws, the HHAP program guidance document published on the HHAP website and this Agreement.

To the extent permitted by law, Contractor shall furnish AE such periodic reports as AE may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

16. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans,

specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of AE and upon request of AE shall be delivered to AE upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of AE, and to the extent permitted by law, shall become the property of the AE. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by AE.

17. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of AE as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the AE. AE shall determine compliance in good faith as a reasonable person would under the circumstances.

19. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. AE NOT OBLIGATED TO THIRD PARTIES

AE shall not be obligated or liable hereunder to any party other than Contractor.

21. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and AE agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and AE, their subgrantees, subcontractors, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by AE. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by AE.

22. LIMITED EFFECT OF WAIVER OR PAYMENT

In no event shall the making, by AE, of any payment to Contractor constitute, or be construed as, a waiver by AE of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by AE while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

23. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon AE unless agreed in writing by AE and counsel for County of Merced.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

25. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, AE shall have all remedies available to it both in equity and/or at law.

The following shall each constitute a breach of this Agreement:

1. Contractor's failure to comply with the terms or conditions of this Agreement;
2. Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities; and/or
3. Any failure to comply with the deadlines set forth in this Agreement.

26. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the AE may itself perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse AE for all such expenditures. Alternatively, AE, at its option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the AE by law or as otherwise stated in this Agreement.

In addition to any other remedies that may be available to AE in law or equity for breach of this Agreement, AE may:

1. Bar the Contractor from applying for future CoC HHAP funds;
2. Revoke any other existing HHAP award(s) to the Contractor;
3. Require repayment of HHAP funds disburse and expended under this Agreement; and/or
4. Seek such other remedies as may be available under this Agreement or any law.

AE shall give written notice to the Contractor to cure the breach or violation within a period of not less than fifteen (15) days.

27. SUCCESSORS IN INTEREST

All the terms, covenants, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

28. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or Contractors, and the AE. Contractor shall ensure that no AE officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no AE employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the AE.

Contractors are subject to Merced City and County Continuum of Care, State and Federal conflict of interest law Health and Safety Code section 50219. Failure to comply with these laws, including business and financial disclosure provisions, will result in the subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

- A. Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.
- B. Contractors currently appointed as board members to the Merced City and County Continuum of Care shall comply with all Charter conflict of interest requirements pertaining to Board Members applying for and receiving funding.

29. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of AE, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of AE employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950 and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

30. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

31. SUBCONTRACTS - ASSIGNMENT

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by AE. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by AE for the performance of any subcontractor whether approved by AE or not.

Contractor hereby assigns to the AE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the Contractor for sale to the AE pursuant to this Agreement.

32. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the AE may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

33. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

34. COVID-19 REQUIREMENTS

Contractor, at Contractor's sole expense, shall follow all State and local laws, rules, regulations, guidelines, and orders related to the COVID-19 pandemic in the performance of its work under this Agreement. This shall include, but not be limited to, creating a COVID-19 worksite-specific prevention plan prior to conducting Contractor's business/activity. Contractor is encouraged to frequently reference www.covid19.ca.gov for information on State requirements for operation of specified businesses/activities.

Signature page to follow

Merced County Human Services Agency,
Administrative Entity

Contractor

By _____
Name

By _____
Name

Title of Individual

Title of Individual

Dated

Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By _____

Dated

Exhibit A
Scope of Work

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EXHIBIT B
ADDITIONAL CONTRACT REQUIREMENTS

1. CHILD ABUSE REPORTING

Contractor shall establish a procedure acceptable to the Merced County Human Services Agency to ensure that all employees, volunteers, consultants, Contractor or agents performing service under this contract report child abuse or neglect to a County welfare agency as defined in California Penal Code, Section 11165.9 et seq.

2. ADULT ABUSE REPORTING

Contractor shall establish a procedure acceptable to the Merced County Human Services Agency to ensure that all employees, volunteers, consultants, Contractor or agents performing service under this contract report adult abuse or neglect to a County welfare agency as defined in California Penal Code, Section 11165.9 et seq.

3. EQUIPMENT AND PERSONAL PROPERTY

All equipment and personal property procured with Agreement funds will be used for the purpose of this Agreement, and Contractor will adhere to procedures and recording requirements as required by County and 45 CFR Part 74 and Part 95.705. Contractor shall establish a control system to ensure adequate safeguards to prevent loss, damage, or theft to property, including equipment purchased with Agreement funds. If Contractor should no longer provide services under this Agreement, the equipment and property will be returned to County.

All property including computer software, hardware, equipment, furniture, motorized items, and fixed assets purchased with County funds will be returned to County following the termination of this Agreement. These items, when purchased with County prior approval, shall be tagged with County inventory tags upon purchase.

Thirty (30) days prior to the termination of this Agreement, all Contractor-owned property will be segregated from County-owned property. An inventory will be conducted by Contractor and the Merced County Human Services Agency for County-owned equipment, food/supplies, and technical data/documentation. Inventories of each of these three categories will be verified.

4. COMPLIANCE WITH CALIFORNIA DEPARTMENT OF AGING (CDA)

Contractor agrees to comply with all rules, regulations, requirements, and directives of CDA, which impose duties and limitations upon the Merced County Human Services Agency, which are equally applicable to and made binding upon Contractor, as though made with Contractor directly.

5. CONFIDENTIALITY

Contractor shall maintain the confidentiality of information and records pertaining to individuals pursuant to Welfare and Institutions Code, Sections 10850 and 827, and CDSS Manual of Policies and Procedures, Division 19 Regulations.

6. AUDIT

Contractor shall comply with the requirements of the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-153, and the Office of Management and Budget Circular A-133 if Contractor expends \$750,000 or more in Federal Funds during the fiscal year. A copy of the Single Audit shall be provided to AE annually.

AE reserves the right to perform a financial review at any time during the grant period. If a financial concern is identified during the review AE may request the Contractor to provide, at its own expense, a financial audit.

1. If a financial audit is required by AE, the audit shall be performed by an independent certified public accountant.
2. The Contractor shall provide AE a copy of the independent auditor's full audit report and all documentation used for the audit.
3. If there are audit findings, the Contractor must submit a detailed response acceptable to AE for each audit finding within 90 days from the date of the audit finding.

**EXHIBIT C
ASSURANCE OF COMPLIANCE WITH
THE MERCED COUNTY HUMAN SERVICES AGENCY
NON-DISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Contractor Name _____

Name of Vendor/Recipient

HEREBY AGREES THAT it will comply with the Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular, Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (l), (i) and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Interethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations [CFR] Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35), by ensuring that employment practices and the administration of public assistance and social services programs are non-discriminatory, to the effect that no person shall, because of age, sex, color, disability, national origin, race, marital status, religion, or political affiliation, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES US ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discriminate or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of THIS ASSURANCE.

THIS ASSURANCE is binding on vendor/recipient directly or through contract, license, or

other provider services, as long as it receives federal or state assistance.

DATE

Name, Title
Address 1
Address 2

**EXHIBIT D
MERCED COUNTY
HUMAN SERVICES AGENCY
HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Health Insurance Portability Accountability Act (hereafter referred to as "HIPAA") Business Associate Addendum supplements and is made a part of the parties underlying Agreement (Contract No.: _____) by and between the Contractor (referred to hereafter as "Business Associate") and a County Health Care Component.

Business Associate shall comply with, and assist the County in complying with, the privacy and security requirements of HIPAA, codified at Title 42 USC 1320d et. seq., and its implementing regulations, including but not limited to Title 45 CFR, Parts 160, and 164, as amended from time to time, hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms that are used in the Privacy Rule.

1. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION:

- A. Except as otherwise provided in this Addendum, Business Associate may use or disclose HIPAA protected health information (hereafter referred to as "PHI") to perform functions, activities or services for or on behalf of the County health care component, as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County component.
- B. Except as otherwise limited in this Addendum, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that such PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and that such person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited by this Addendum, Business Associate may use PHI to provide data aggregation services related to the health care operation of the County.

2. SAFEGUARD OF PHI:

Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI not provided for by this Addendum or the Privacy Rule.

3. UNAUTHORIZED USE OR DISCLOSURE OF PHI:

Business Associate shall report to the County health care component any use or disclosure of PHI not provided for by this Addendum or the Privacy Rule.

4. MITIGATION OF DISALLOWED USES AND DISCLOSURES:

Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Addendum or the Privacy Rule.

5. AGENTS AND CONTRACTORS OF THE BUSINESS ASSOCIATE:

Business Associate shall ensure that any agent, including but not limited to a Contractor, to which the Business Associate provides PHI either created or received by the Business Associate from or on behalf of the County health care component, shall comply with the same restrictions and conditions of this Addendum and the Privacy Rule.

6. ACCESS TO PHI:

Business Associate shall provide access to any PHI maintained by the Business Associate on behalf of the County health care component at the request of, and in a time and manner reasonably designated by the County health care component. The Business Associate shall also provide access to PHI in accordance with the terms of the contractual Agreement hereunder in order for the County component to meet the requirements of the Privacy Rule and 45 CFR 164.524.

7. AMENDMENT(S) TO PHI AND ADDENDUM:

A. Business Associate shall make any amendment(s) to PHI that the County health care component directs or at the request of the County, and in a time and manner designated by the County component in accordance with the Privacy Rule and 45 CFR 164.526.

B. Notwithstanding any provision to the contrary in the parties Agreement or this Addendum, the County health care component may amend this Addendum by providing ten (10) day prior written notice to Business Associate in order to maintain compliance with the Privacy Rule. Such amendment(s) shall be binding on the Business Associate at the end of the

ten (10) day period and shall not require the further consent of the Business Associate. Business Associate may elect to discontinue the parties Agreement within the ten (10) day period, but the Business Associate's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance or termination. County component and Business Associate may otherwise amend this Addendum by mutual written consent.

8. DOCUMENTATION OF USES AND DISCLOSURES:

Business Associate shall document all disclosures of PHI and information related to such disclosures in a manner as would be required for the County health care component to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the Privacy Rule and 45 CFR 164.528.

9. ACCOUNTING OF DISCLOSURES:

Business Associate shall provide to the County health care component, in the time and manner reasonably designated by the County component, information collected in accordance with 45 CFR 164.528 and the Privacy Rule, to permit the County component to respond to a request by an individual for an accounting of disclosures of PHI pursuant to the Privacy Rule and 45 CFR 164.528.

10. RECORDS AVAILABLE TO THE COUNTY AND THE SECRETARY OF HHS:

Business Associate shall make its internal practices and records related to the use, disclosure, and privacy protection of PHI received from the County health care component, or created or received by the Business Associate on behalf of the County component, available to the County or to the Secretary of the Health and Human Services ("HHS") for purposes of the Secretary of HHS in determining the County's compliance with the Privacy Rule, in the time and manner reasonably designated by the County or the Secretary of HHS.

11. FEDERAL HEALTH CARE EXCLUSION:

Business Associate shall provide to the County health care component written certification that no employee, Contractor, or agent of the Business Associate is on the list of Federal Health Care Excluded Individuals/Entities.

12. TRANSFER OR DESTRUCTION OF INFORMATION ON CONTRACT TERMINATION:

A. Prior to the termination, for any reason, of the parties contractual Agreement hereunder and this Addendum, Business Associate shall transfer or return to the County health care component all PHI records and information that were either received from the County component or were created or received by the Business Associate on behalf of the County component. No

copies of PHI arising from the parties Agreement hereunder and this Addendum may be kept. This provision applies to relative PHI in the possession of employees, Contractors or agents of the Business Associate. The PHI and any related information created or received from or on behalf of the County component is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

- B. Upon termination, for any reason, of the parties contractual Agreement hereunder and this Addendum, Business Associate shall, alternatively, destroy all PHI received from the County health care component, or created or received by the Business Associate on behalf of the County component. This provision shall apply to PHI in possession of Contractors or agents of the Business Associate. Business Associate, its employees, agents or Contractors shall retain no copies of PHI records or information.

In the event that the Business Associate determines that neither transferring nor destroying such PHI records or information is legally feasible, Business Associate shall provide the County health care component notification of the conditions that make transfer or destruction infeasible. Upon mutual agreement of the parties that transfer or destruction of the PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit as required by the Privacy Rule any further use or disclosures of such PHI for so long as Business Associate, its successors, employees, agents or Contractors, maintains such PHI. Business Associate's obligation to maintain the security and privacy of such PHI shall survive the termination of the parties Agreement and this Addendum.

13. MATERIAL BREACH AND TERMINATION:

Notwithstanding any other provision in the parties contractual Agreement hereunder, and this Addendum, if the County health care component becomes aware of a pattern of activity(ies) that violates this Addendum or the Privacy Rule by the Business Associate, its employees, agents or Contractors, and reasonable steps to cure the violation(s) within thirty (30) days from the mailing of the written notice by the County to cure the violation(s) is unsuccessful, then the County will terminate the parties Agreement and this Addendum, or if not feasible; report the violation(s) to the Secretary of the Health and Human Services. Notwithstanding any rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its employees, agents or Contractors, or any third party who has received PHI from the Business Associate.

14. INDEMNIFICATION AND HOLD HARMLESS:

Business Associate shall defend, indemnify and hold harmless the County and its respective employees and agents from and against any and all losses, costs,

claims, damages, penalties, fines, liabilities, legal actions, judgments and expenses of every kind, including but not limited to reasonable attorney's fees, asserted or imposed against the County, or its employees or agents, arising out of the acts or omissions of Business Associate or any of its employees, agents or Contractors related to the performance or non-performance of this Addendum and compliance with the Privacy Rule.

15. INTERPRETATION:

Any ambiguity in this Addendum shall be resolved to permit the County to comply with the Privacy Rule. There shall be no legal construction of this Addendum, its provisions or language against its drafter. If any provision of this Addendum is deemed by the court of proper jurisdiction to be illegal or unenforceable by law, all other remaining provisions and the parties' intent under this Addendum are to be given full legal effect so as to further the protections of the private medical information under the Privacy Rule.

**EXHIBIT E
FEDERAL PROVISIONS**

1. Clean Air Act

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

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars and no cents (\$150,000.00) financed in whole or in part with Federal assistance provided by FEMA.

2. Federal Water Pollution Control Act

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

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars and no cents (\$150,000.00) financed in whole or in part with Federal assistance provided by FEMA.

3. Debarment and Suspension Clause

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned (Contractor) certifies, to the best of his or her knowledge, that:

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

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor

By: _____

Date: _____

5. Procurement of Recovered Materials

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

6. Access to Records

The following access to records requirements apply to this Agreement:

- a. The Subcontractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. Department Homeland Security Seal, Logo, Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

8. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

10. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

Exhibit F Budget

Upon commencement of this Agreement, the Contractor agrees that HHAP funds shall be expended on eligible activities as detailed in Exhibit A, entitled "Scope of Work".

1. Ineligible Costs

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50490.

AE reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Contractor or its funded sub-recipients use HHAP funds to pay for ineligible activities, the Contractor shall be required to reimburse these funds to AE.

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to AE by the Contractor.
- B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50219 and such activities are included in the approved RFF or are approved in writing by AE prior to the expenditure of funds for those activities.
- C. AE, at its sole and reasonable discretion, shall make the final determination regarding the allowance of expenditures of HHAP funds.
- D. Funds for Administrative costs are not available.

2. Administrative Costs

The Contractor must comply with Health and Safety Code Section 50219, which limits administrative costs to the management of HHAP funds. For purposes of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities described in Exhibit A, entitled "Scope of Work". The HHAP five percent (5%) allocation for administrative cost has been awarded to AE, the Administrative Entity for the management of the HHAP grant.

3. Budget Revision Request

There are two identified timeframes available to request revisions to Exhibit F, February and October of each fiscal year. This ensures the AE follows established procedures for requesting revisions to budget in a timeframe that allows for CoC Board's approval.

A. Budget Revision Format:

- i. Include a cover letter addressed to the AE explaining the revisions requested and the justification for the revisions.
- ii. Revised budgets must include columns for Original Budget, Requested Revision, and Revised Budget, with balanced budgets and clear detail of the revisions or line item moves being requested.

B. Review and Approval/Denial Process:

- i. Submit cover letter, revised budget, and all documentation necessary for justification to AE.
- ii. AE staff will review each request to determine if the revision to budget is consistent with the approved activities and funding awarded.
- iii. AE staff will notify the Contractor if revision is approved or denied.
- iv. For approved requests, AE staff will follow CoC processes for contract amendments.

For emergency situations where a budget revision is needed outside of the timeframes indicated above, the AE will evaluate each situation individually upon request and amend the original Agreement.

Budget will be entered here

Exhibit G
HHAP TERMS AND CONDITIONS

1. Dates and Deadlines

All HHAP grant funds and interest must be expended by the contract termination date. Any funds not expended by that date shall be returned to AE and will then revert to the General Fund (Health and Safety Code Section 50490). If AE determines that the Contractor is unlikely to expend all funds according to the required timeline, AE may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notice.

Grant expenses must be incurred from the Effective Date of this Agreement until the contract termination date of **ENTER DATE HERE**.

2. Special Conditions

Contractor shall utilize the VI-SPDAT to conduct initial assessments on individuals or families seeking homeless assistance services and enter all VI-SPDAT assessment information into HMIS. HMIS system must be used to document client data, case management notes, and offered/provided services to all individuals and families experiencing homelessness.

Contractor shall actively participate in the Coordinated Entry System (CES), VI-SPDAT assessments will be utilized to determine priority listing for individuals or families seeking homeless assistance services. CES priority list will be pulled from the VI-SPDAT data entered into HMIS and used to provide services needs in a priority order to homeless or at risk of homelessness individuals and families requesting assistance.

The Contractor agrees to provide AE access to Homeless Management Information System ("HMIS") data collected and entered into the Contractor's HMIS, upon request, and to participate in any statewide initiative as directed by AE including but not limited to, a statewide data integration environment.

Housing-related activities funded with HHAP funds, including but not limited to, emergency shelter, rapid re-housing, rental assistance, transitional housing, and permanent support housing must be in compliance or otherwise aligned with Housing First Principles, pursuant to Welfare and Institution Code Section 8255(b).

Contractor shall participate in Merced City and County Continuum of Care Monthly meetings. Meeting are held the first Thursday of every month at 11:00 am.

Contractor shall participate in the Merced City and County Continuum of Care Coordinated Entry System weekly meetings. Meetings are held every

Wednesday at 9:00am.

Contractor shall collaborate with other community partners, service providers and local governmental agencies to provide unduplicated services.

Contractor shall provide AE a monthly grantee report for the CoC Board that details the projects current month expenses, year to date expenditures, statistical data on direct client services provided.

Contractor shall provide AE all project data required to complete any reporting required to the Homeless Coordinating and Financing Council (HCFC) on a quarterly basis or as requested by HCFC or MCSHA-AE. The data submitted includes the following project data; obligated funds, expenditures, capital improvements, services, rental assistance, subsidies, administrative cost, outcomes that include number of persons served, number of instances of services, unsheltered persons becoming sheltered, number of persons exiting to permanent housing, average length of stay in days for all project types such as Transitional Housing, Permanent Supportive Housing, Rapid Rehousing, other Rental Assistance, and Supportive Services. The Race and Ethnicity of participants, unduplicated number of participants by project type and a qualitative assessment of the funded projects impact on the community.

Contractor shall provide all requested documentation to the AE as well as comply with monitoring reviews to validate all activities and expenditures are consistent with requirements of HHAP funding.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HHAP statutes. Should the Contractor not meet the following expenditure requirements, AE in its sole and absolute discretion reserves the right to recapture any unspent HHAP awarded funds up to the maximum amount listed under Section 3 entitled "Compensation". AE also reserves the right in its sole and absolute discretion to mandate a corrective action or remediation plan to ensure future timely expenditures of HHAP funds. Health and Safety Code Section 50490 mandate the following:

One hundred percent (100%) of HHAP funds shall be expended by June 30, 2025.

AE shall be notified in writing if the Contractor determines that the total awarded funds will not be expended, so that funds available may be redistributed to other projects if needed.

- a. All proceeds from any interest-bearing account established by the Contractor for the deposit of HHAP funds, along with any interest-

bearing accounts opened by Contractors to Contractor for the deposit of HHAP funds must be used for HHAP eligible approved activities.

4. Disbursement of Funds

The Contractor shall submit a RFF form with the amount of awarded grant funds being requested monthly, beginning **Enter Date** and continuing monthly thereafter to AE. Each monthly drawdown request submitted on a RFF form shall be accompanied with an invoice itemizing all program expenses, including backup documentation to support expenses. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed by AE and shall not be reimbursed to Contractor.

All equipment purchases over Five Thousand Dollars and No Cents (\$5,000.00) must have prior approval written approval from AE prior to purchase. A purchase which is not authorized by this AE shall be disallowed by AE and shall not be reimbursed to Contractor.

5. Contractor's Application for Funds

Contractor has submitted to AE an application for HHAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50216. Contractor is entering into this Agreement on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by AE.

Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect AE approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then AE may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

6. Reporting Requirements

By January 01, 2023, and annually on that date thereafter until all funds have been expended, the Contractor shall submit an annual report to AE utilizing the HHAP program report forms to AE, a copy of the required report form will be provided when it is made available by the HHAP program.

Annual report shall contain detailed information in accordance with Health and Safety Code 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

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

AE will compile all HHAP awarded project data and provide a combined summary report to HCFC by required dates. AE may require additional supplemental reporting with written notice to the Contractor.

In addition to the annual reports, MSHSA-AE requires the Contractor to submit quarterly expenditure report due no later than thirty (30) days following the end of each fiscal quarter. The report should include the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.

The Contractor must also submit the project final closeout report which shall contain at the minimum the information listed below, HMIS must be used to track your data no later than **ENTER DATE**:

- a. Amount of award with activity(ies).
- b. Contract expenditures.
- c. Project performance measures as stated in awarded application.
- d. Progress on the following performance measures and any other measures described in the awarded application to evaluate success in implementing eligible activities.
- e. The number of homeless persons served.
- f. The number of unsheltered homeless persons served, and ten average length of time spent as homeless before entry into the program or project.
- g. The number of homeless persons exiting the program or project to permanent housing.
- h. The number of homeless persons that return to homelessness after exiting the program or project.

- i. The number of at-risk of homelessness persons served.
- j. The types of services provided to homeless persons or persons at imminent risk of homelessness.

If the Contractor fails to provide required reports, AE may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification to the Contractor.

7. Waivers

The failure of AE to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of AE to enforce these provisions.

8. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Contractor hereby certifies, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section (8355(a)(1).

Establish a Drug-Free Awareness Program as required by Government Code section 8355(a)(2) and 8355(a)(3) to inform and receive written acknowledgement from every employee who works under this Agreement about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. Contractor's policy of maintaining a drug-free workplace;
- c. Any available counseling, rehabilitation, and employee assistance programs;
- d. Penalties that may be imposed upon employees for drug abuse violations;
- e. Will receive a copy of Contractor's drug-free policy statement, and
- f. Will agree to abide by terms of Contractor's condition of employment.

9. Child Support Compliance Act

- a. For any Subcontract Agreement in excess of \$100,000, mandates that the Contractor in accordance with Public Contract Code 7110, shall

comply with state and federal laws relating to child and family support enforcement, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and provide names of all new employees to the New Hire Registry maintained by California Employment Development Department.

10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- a. The Contractor agrees to comply with State and Federal laws, rules and regulations that
- b. pertain to construction, health and safety, labor, fair employment practices, environmental
- c. protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the Contractor, its Contractors and all eligible activities.
- d. Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to AE upon request.

11. Inspections

- a. Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- b. AE reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- c. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the sub-recipient or Contractor until it is corrected.

12.Litigation

- a. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of AE, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b. The Contractor shall notify AE immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or AE, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of AE.

13.Mandated Adult, Child, or Elder Abuse and Neglect Reporting

- a. Contractor shall establish a policy and procedure acceptable to the county welfare department to ensure all persons associated with the Contractor and or the contracted project report abuse and neglect to the county welfare department. Contractors providing direct client services to adults, children, or elders are mandated reporters as defined in California Penal Code, Section 11165.9 and California Welfare & Institution Codes 15610.17 and 15630.
- b. Report suspected Elder Adult (65 or older) and Disabled Dependent Adult (18-64) abuse or neglect to Merced County Adult Protective Services (APS) by calling the twenty-four (24) hour abuse hotline (209) 385-3105.
- c. Report suspected Child abuse or neglect to Merced County Child Protective Services (CPS) by calling the twenty-four (24) hour abuse hotline (209) 385-3104.

Exhibit H Definitions

Agency means the Business, Consumer Services, and Housing Agency.

Continuum of care means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

Coordinated Entry System means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

Emergency shelter has the same meaning as defined in subdivision (e) of Section 50801.

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

Homeless Management Information System means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

Homeless youth means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting. l) “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.

Navigation center means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

Program means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Contractor means the organization that receives funds from the agency for the purposes of the program.

VI-SPDAT is a tool to survey both individuals and families to determine risk and prioritization when providing assistance to persons experiencing homelessness and those at-risk of experiencing homelessness.

Request for Funds is a written request to obtain funds

Exhibit I
Measurable Outcomes

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**Exhibit J
Request for Funds**

Merced County Human Services Agency – Administrative Entity
 AE
 P.O. Box 112, Merced, CA 95341
 collabapp@countyofmerced.com

**HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM
 HHAP Contractor Request for Funds Form (RFF)**

Contract Number:	Expiration Date:
Invoice Number:	Contact Person:
Contractor:	Contact Person Title:
	E-Mail:
	Phone Number:

HHAP EXPENDITURES BREAKDOWN

This billing is for the period of _____ to _____.

BUDGET BREAKDOWN
 Approved Amounts

REQUEST
 Draw Amount

Operating Subsidies		
TOTAL		

CERTIFICATION

“By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HHAP Contractor Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

--	--

Name of Authorized Person

Date

--	--

Signature of Authorized Person

Date

AE Use Only

--	--

AE Authorizing Approval Signature

HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM

Contractor Request for Funds Form (RFF) Instructions

Please follow the instructions listed below to complete the Request for Funds Form.

1. Contract Number-
The HHAP contract number is listed on page one of this contract.
2. Expiration Date-
The expiration date for all HHAP funding is **DATE**
3. Invoice Number-
This would be a number that is created by the Contractor to track funding request and expenses that are associated to that request.
4. Contact Person-
The person that the Contractor would want to be contacted to answer questions in regards to the submitted RFF or supporting documentation.
5. Contractor-
Name of individual or organization that signed the contract.
6. Contact Person Title-
The title of contact person listed on RFF.
7. E-mail-
The e-mail address of the contact person listed on the RFF.
8. Phone Number-
The phone number and extension of the contact person listed on the RFF.
9. Billing Period Dates-
List the begin date and end date of the time period funds are being requested to cover expenses incurred by the Contractor for the project, or for the period of time advance funds are being requested (sample: June 1, 2019 to August 31, 2019).
10. Budget Breakdown Approved Amounts-
This budgeted amount of funding listed by activity awarded to the Contractor for HHAP approved project can be found under Exhibit F entitled "Budget"
11. Requested Draw Down-
List the amount of funding that is being requested for each activity being requested, and total amount being requested for the listed time period on the RFF.
12. Certification-
The person completing and submitting the RFF shall print their name and sign the RFF as the authorized person certifying the RFF is true, complete and accurate.
13. Mail the completed RFF with original signature and all back up documentation to;
Merced County Human Services Agency
Attention: Administrative Entity
P.O. Box 112
Merced, CA 95341-0112

SECTION 1

INTRODUCTION

1.1 INTENT OF THE REQUEST FOR PROPOSAL

The intent of this Request for Proposal (RFP) is to secure a qualified vendor with the expertise and experience to provide services to unaccompanied youth (age 12-24) experiencing homelessness within the County of Merced on behalf of the Merced County Human Services Agency acting as the Collaborative Applicant/Administrative Entity (“CA/AE”). Bidders must articulate specific components they will cover, and/or how other vendors may be secured to ensure the requirements in this RFP for the specific components are met.

1.2 BACKGROUND INFORMATION

The State of California established the Homeless Housing, Assistance, and Prevention Program (“HHAP” or “Program” or “grant”) pursuant to the Health and Safety Code (specifically, Chapter 6 of Part 1 under Division 31). The Program is administered by the California Homeless Coordinating and Financing Council (“Council”) in the Business, Consumer Services and Housing Agency.

HHAP provides one-time flexible block grant funds to focus on supporting regional coordination and expand or develop local capacity to address immediate homelessness as well as moving individual and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

Funding for this RFP is comprised of HHAP Rounds 1 and 2:

HHAP Round 1	\$90,000 Eligible Activity: Operating Subsidies
HHAP Round 2	\$27,112 Eligible Activity: Operating Subsidies

Successful bidder(s) will be subject to the state and federal program requirements for this funding source. Details regarding eligible activities are based on community identified needs and CA/AE’s priority planning outcomes are within the relevant sections for each grant.

REQUIREMENTS

1.3 SCOPE

1.3.1 Provider Experience and Qualifications

Bidder must articulate their experience and qualifications in the following areas:

- A. Bidder should be able to demonstrate they will be able to perform services within the Merced City and County CoC geographical area.
- B. Prioritize assistance given to homeless over assistance to at risk of homelessness.
- C. Must address utilization of the Coordinated Entry System (CES), including the acceptance of referrals from CES priority populations.
- D. Must address utilization of Homeless Management Information System (HMIS) for all project and client data.
- E. Bidder shall provide eligible activities in a manner consistent with the Housing First practices described in California Code of Regulations (CCR), Title 25, section 8409(b)(1)-(6).
- F. Bidder must demonstrate qualifications to carry out the eligible activity.
- G. Bidder shall be experienced in serving the target population of youth individuals experiencing homelessness, chronic homelessness or who are at risk of becoming homeless.
- H. Bidder shall have experience and expertise with the services it proposes to provide.
- I. Services should include the following, but not limited to, providing room and board which must include case managers who connect homeless youth to income, public benefits, health services, permanent housing or other shelters.
- J. Bidder shall be able to demonstrate structured organizational leadership.
- K. Bidder shall have the capacity to communicate to clients in culturally and linguistically appropriate and accessible ways.
- L. Bidder shall have written, signed agreements and processes in place to connect participants to service-enriched programs.
- M. Bidder must be current members or plan to become members of the Merced City and County Continuum of Care (“Merced CoC”) and designate staff to attend all respective meetings.

1.3.2 Staffing

Bidder shall have adequate staff or a plan to ensure adequate staff will be in place to secure its ability to carry out responsibilities for each assigned client consistent with this project and any other related guidance.

Bidder shall ensure all personnel and employees working with children or youth will

submit to a comprehensive background review, including fingerprinting and criminal background check in accordance to 34 U.S. Code § 20351.

1.3.3 Documentation

Bidder shall maintain documentation of its financial records for expenditure incurred during the course of the HHAP activities in accordance with generally accepted accounting principles. Such records shall be kept for at least five (5) years after the close out report is submitted to the CA/AE.

HMIS must be utilized to track all client services.

1.3.4 Audits

Bidder is responsible for the completion of audits and all costs of preparing audits. The CA/AE reserves the right to perform or cause to be performed a financial audit. At the CA/AE's request, the Bidder shall provide, at its own expense, a financial audit prepared by a certified public account.

If there are audit findings, the Bidder must submit a detailed response acceptable to the CA/AE for each audit finding within ninety (90) days from the date of the audit finding report.

The CA/AE may request additional information as needed to meet other applicable audit or reporting requirements.

An onsite monitoring visit of the program activities shall occur whenever determined necessary by the CA/AE, but at least once during the project period.

1.3.5 Training

Bidder shall ensure all staff involved in the HHAP eligible activities are fully trained in the services it proposes to provide to the target population.

1.3.6 Budgeting and Reporting

As part of the submission, Bidder will need to include a budget that specifies operational costs. If budget spans over a year of operations, the budget needs to be represented for each individual year of project.

Bidder shall provide monthly reports which shall contain detailed information as deemed appropriate by the CA/AE.

Bidder shall submit an annual summary report no later than December 1 of each year the project is active. The annual report shall contain a detailed report which includes, at a minimum;

- A. An ongoing tracking of the specific uses and expenditures of any HHAP funds broken out by eligible uses listed, include the current status of those funds.
- B. The number of homeless individuals served by the Program funds in that given year, and a total number of served in all years of the Program, as well as their homeless populations served.
- C. The types of housing assistance provided, broken out by the number of individuals.
- D. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

Bidder may be requested to submit additional reporting information by the request of the Merced CoC and/or CA/AE.

1.4 SPECIFIC COMPLIANCE

Bidder agrees to comply with all State and Federal laws, rules, and regulations that pertain to health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the State of California, the HHAP grant, and the CA/AE, including, but not limited to:

- A. Housing First Regulations
- B. HHAP Regulations
- C. Housing First, Section 8255 of the Welfare and Intuitions Code
- D. Exhibit B Additional Contract Requirements
- E. Exhibit C Assurance of Compliance with Merced County Human Services Agency
- F. Exhibit D HIPAA

SECTION 2

RESPONSE FORMAT AND CONTENT

2.1 GENERAL INFORMATION

This section describes the required response format and content. The response should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the response should be contained in a section entitled "Optional Exhibits and Attachments".

Each Bidder shall submit a complete response, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of your response.

Responses must be complete in all aspects. A response may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A response may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The response must contain all costs required by the proposal.

2.2 RESPONSE FORMAT

The response must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Responses that do not conform to this format may not be considered for evaluation. All responses must be submitted in the name of the legal entity or authorized agency. Responses must be signed in ink by the officer or officers legally authorized to bind the company, partnership or corporation.

The content and sequence of the response will be as follows:

- 2.2.1 Signature Page (Attachment A)
- 2.2.2 Table of Contents
- 2.2.3 Executive Summary
- 2.2.4 Exceptions
- 2.2.5 Approach
- 2.2.6 Bidder's Qualifications
- 2.2.7 Cost Proposal

2.2.1 Signature Page

Bidder must complete and return the enclosed Signature Page (**Attachment A**, "Signature Page"). The Signature Page must be signed in

blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.

2.2.2 Table of Contents

The Table of Contents must be a comprehensive listing of the contents included in your response. This section must include a clear definition of the material, exhibits and supplemental information identified by sequential page numbers and by section reference numbers.

2.2.3 Executive Summary

The Executive Summary shall condense and highlight the contents of the Bidder's Business Response to provide the Evaluation Committee with a broad understanding of the Bidder's approach, qualification, experience and staffing.

2.2.4 Exceptions

This portion of the response will note any exceptions to the requirements and conditions taken by the Bidder. Exceptions should clearly explain why the Bidder is taking exception to the requirements. If exceptions are not noted, the CA/AE will assume that the Bidder's response meets those requirements as specified herein and that the Bidder accepts and intends to abide by all stated terms, conditions, and requirements. Exceptions will be considered by the CA/AE, and will form a part of any resulting Agreement, only if the CA/AE explicitly so states in writing.

Exceptions shall be noted as follows:

- Exceptions to the Requirements
- Exceptions to any other part of this RFP
- Exceptions to terms in the Sample Agreement

2.2.5 Approach

The Bidder's response shall clearly describe in detail how the Bidder will meet the requirements of this proposal and perform the Requirements. Additionally, the response should provide any special or unique qualifications which the Bidder believes it possesses to meet the requirements of this proposal. Only those levels of performance the Bidder actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

The merit of each response received in response to this proposal will be judged largely on the basis of each Bidder's narrative description as described in the Approach of their response. It is important that your response contain all information required for an effective review process. The response should be written in such a manner to provide sufficient detail to enable the Evaluation Committee members to know what is planned at every stage, and to make a judgment as to the probable success of the proposed effort.

(A benchmark chart may be completed to display the time frame for achieving and accomplishing each major program/project task or activity. Flowcharts and other related graphics may accompany this section.)

2.2.6 Bidder's Qualifications

Bidder shall provide a concise statement demonstrating that the Bidder's company has the qualifications, experience, and capability to perform the requirements of this proposal. The following sections must be included:

a) History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years.

b) Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your response.

c) References

Provide a list of at least three (3) customer references. Include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Agreement; and the dates that these services were completed. Bidder may provide sample material of your company's work to substantiate your previous experience.

d) Staff Assignment

A brief description of the experience and qualifications of the proposed key

staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function, level of education, degree and license, if appropriate, and a detailed resume for each person. Additionally, the Bidder must specify where the staff will be located and identify the program/project manager.

2.2.7 Cost Proposal

It is essential that all responding Bidders include and clearly detail all costs, payment schedules, categorization of line items, and/or other related costs associated with your response. All responses must have a narrative providing a thorough and clear explanation of your costs.

As part of the submission, Bidder will need to include a budget that specifies operational costs. If budget spans over a year of operations, the budget needs to be represented for each individual year of project.

SECTION 3

BASIS OF AWARD, SELECTION PROCESS AND EVALUATION CRITERIA

3.1 BASIS OF AWARD

Award will be made to the Bidder whose response demonstrates to be the most qualified, responsive and advantageous to the CA/AE. **The CA/AE shall not be obligated to accept the lowest cost response, but will make an award in the best interests of the CA/AE after all factors have been evaluated (“most responsive response”).**

THE CA/AE RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL RESPONSES OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE RESPONSE AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO COST ALONE. THE CA/AE SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER RESPONSE.

False, incomplete, or nonresponsive statements in connection with the response may be deemed sufficient cause for rejection. The CA/AE shall be the sole judge in making such determination. The CA/AE reserves the right to cancel or discontinue with the response process and reject any or all responses in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the CA/AE's best interest to cancel the proposal process.

3.2 EVALUATION PROCESS

The Evaluation Committee will consider only those responses which have been considered responsive to the proposal. Any response which fails to meet the requirements of the proposal will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder's and the Sub-Contractors references; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a response; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced response, but shall recommend such response that is the most qualified, responsive and cost-effective response and in the best interest of the CA/AE (“most responsive response”).

The RFP will be evaluated based on the following criteria:

Scoring Criteria	Points Allotted
Experience and Qualifications	40
Technical Abilities	30
Budget	20
Bidder Responsiveness	10
Total Points	100

3.3 NOTICE OF INTENT

A "Notice of Intent to Negotiate" with the successful Bidder will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate Agreement negotiation, by email.

3.4 NEWS RELEASES

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the CA/AE.

3.5 DEBRIEFING

A debriefing shall be held before the award of the Agreement upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's response. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the CA/AE located at 2115 West Wardrobe Avenue, Merced, California 95340 within three (3) working days following the CA/AE's transmission, by U.S. postal mail, of the "Notice of Intent to Negotiate". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the CA/AE will be based on the Evaluation Committee determinations of your company's submitted response as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the CA/AE, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the CA/AE's Request for Proposal is the exclusive and sole remedy and means of receiving information regarding the respective Bidder's evaluation and preliminarily challenging the award of the Agreement.

3.6 PROTEST

Should an unsuccessful Bidder request a debriefing, and believes its response to be the most responsive to the CA/AE's proposal and that the CA/AE has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of

the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Agreements on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must have gone through the debriefing process described above, and must provide facts and evidence to support the protest.

Protest(s) to CA/AE's Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

Collaborative Applicant/Administrative Entity
2115 West Wardrobe Avenue
Merced, California 95340

All protests in relationship to the CA/AE's intended award decision must be received by the CA/AE no later than seven (7) working days following the CA/AE's transmission, by U.S. postal mail, of the "Notice of Intent to Award" to the Bidder.

3.7 PROTEST PROCEDURES

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

Upon receipt of the formal protest, the CA/AE will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Continuum of Care (CoC) Board stating their concerns. The decision of the CoC Board constitutes the final step of the Bidder's administrative remedy.

A protest shall be disallowed when, in the judgment of the Collaborative Applicant or the CoC Board, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester 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.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by CA/AE, the protest will be disallowed.

SECTION 4

TERMS AND CONDITIONS

4.1 REQUEST FOR PROPOSAL CLOSING DATE

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the response in due time, and failure of the response to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the CA/AE, the CA/AE reserves the right to accept such response.

All responses shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The CA/AE reserves the right to withhold an award of the proposal for one hundred twenty (120) days from date of closing.

All responses and accompanying documentation submitted by the Bidders, will become the property of the CA/AE. Responses shall be based on the material contained in the proposal. Bidders are instructed to disregard any prospective oral representations it may have received prior to the solicitation of the proposal.

Cost for developing and preparing the response is solely the responsibility of the Bidder whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Agreement.

No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the CA/AE.

THE CA/AE RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL RESPONSES OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE CA/AE SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

4.2 ANNOUNCEMENT OF RESPONSES

All responses received by the published date and time for submission will be made public at our CoC Website. All information contained in the responses shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during

the evaluation process. No award decision, pricing, or exchange of views will be discussed at time of opening.

4.3 INTERPRETATION, CORRECTIONS AND AMENDMENTS

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a response discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "REQUIREMENTS", or any other related matters, Bidder shall immediately submit their request for clarification or modification of the RFP no later than the Question and Answer deadline. No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written amendment, issued by the Collaborative Applicant/Administrative Entity to each vendor on the Bidders list as well as posted on the CoC website, and shall be incorporated in the proposal. **Any oral communication by the CA/AE's designated contact person or any other CA/AE staff member concerning this proposal is not binding on the CA/AE and shall in no way modify this proposal or the obligations of the CA/AE or any Bidders.**

4.4 DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL

All Bidders submitting a response for consideration agree that their company will be willing to enter into a final Agreement if awarded this proposal. The CA/AE may, in its sole discretion, negotiate certain terms and conditions of such final Agreement after identification of the apparent successful Bidder. However, Bidders should not assume that any terms of this RFP or other applicable terms and conditions are subject to later negotiation, and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the "Requirements".

4.5 FALSE OR MISLEADING STATEMENTS

Responses which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the CA/AE, such information was intended to mislead the CA/AE in its evaluation of the response, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the response.

4.6 INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of any services resulting from this proposal, Bidder is an Independent Contractor and is not an agent or employee

of the CA/AE and warrants that all persons assigned to the program/project are employees, or subcontractors, of the Bidder. In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the CA/AE harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between CA/AE and Bidder or CA/AE and Bidder's employees, and that the awarded Bidder shall hold CA/AE harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its sub-Contractor(s) and employees, if any. It is mutually agreed and understood that the Bidder, its Sub-Contractor(s) and employees, if any, shall have no claim under any Agreement that may result from this proposal or otherwise against CA/AE for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

4.7 EXPLANATION OF USE OF SUB-CONTRACTORS

Any Bidder using a Sub-Contractor(s) must clearly explain the use of the Sub-Contractor(s) and list the name(s) of the Sub-Contractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Sub-Contracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any Agreement that is entered into between the selected Bidder and the Sub-Contractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work. Bidder awarded any Agreement as a result of this proposal shall obtain CA/AE written approval of sub-contractors identified in Bidder submittal prior to execution of Agreement.

4.8 CONFIDENTIALITY

The contents of all responses, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's response shall be held in the strictest confidence until after negotiations for the contract are negotiated. If you contend that any submission contains trade secrets or proprietary data, please be advised that the CA/AE cannot and does not give any assurances or guarantees that such information will not be released under the California Public Records Act. The Bidder should clearly mark any of the information within their response that is proprietary, however, the CA/AE will be guided by the California Public Records Act and the definition of Trade Secrets under California Civil Code Section 3426.1, but in no case will the following be considered proprietary: a) the final cost of the bid or response; b) information that is not clearly marked as proprietary in nature;

c) information that, though marked as proprietary, is not actually proprietary d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

BIDDER SHALL NOT DESIGNATE THE ENTIRE RESPONSE AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION WILL NOT BE HONORED.

Submission of a response by a Bidder shall constitute an agreement to the provision for public announcement. The CA/AE shall not be obligated to release information contained in any Bidder's RFP submittal that has been marked as proprietary, without the written consent of the Bidder. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Bidder and forwarded to CA/AE.

CA/AE shall not be required to contact any Bidder for information on behalf of any requesting agency. CA/AE shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

4.9 PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation (hereinafter referred to as Public Agency) shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The CA/AE is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

4.10 PRICING CONDITIONS

All responses shall remain firm for at least one hundred twenty (120) calendar days after RFP Submittal Deadline unless otherwise specified. Within one hundred twenty (120) calendar days after the RFP Submittal Deadline opening, a purchase order and/or an Agreement may be awarded by the CA/AE, as it may deem proper, in its absolute discretion. The time for awarding a purchase order and/or an Agreement may be extended at the sole discretion of the CA/AE, if required to evaluate responses or for such other purposes as the CA/AE may determine.

4.11 DETERMINATION OF BIDDER'S RESPONSIBILITY

- **Responsible Bidder**

A responsible Bidder is a Bidder who has demonstrated the attribute of

trustworthiness, as well as quality, fitness, capacity, financial strength, and experience to satisfactorily perform the Agreement. It is the CA/AE's policy to conduct business only with responsible Bidders.

- **Non-responsible Bidder**

The CA/AE may declare a Bidder to be non-responsible for purposes of this proposal for a variety of reasons, some of which are listed below. This is not an exclusive list - reasons may include the following but are limited to the below:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness, financial strength, or capacity to perform any Agreement that may be derived from this proposal with the CA/AE or an Agreement with any other public entity, or engaged in a pattern or practice which negatively reflects on same; or
- Committed an act or omission which indicates a lack of business integrity or business honesty; or
- Made or submitted a false claim against the CA/AE or any other public entity; or
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

4.12 PUBLIC DISCLOSURE

All public records of the CA/AE are available for disclosure except the contents of the responses received in response to an RFP, which are not open for public review until the contract between the awarded Bidder and the CA/AE is agendized with the CoC Board. In the event that an unsuccessful Bidder files an official request to view the awarded Bidder's response, the CA/AE must comply with appropriate public disclosure procedures. However, if information specifically designated in the response as proprietary is requested CA/AE may attempt to notify Bidder in the event the Bidder wish to pursue protections against disclosure, at its own cost, so that the information will not be made available.

Pursuant to the California Public Records Act, Government Code Sections 6250 *et seq.*, any contract that eventually arises from this Request for Proposal is a public record, in its entirety. Also, all information submitted in response to this Request for Proposals is itself a public record **without exception**, and will be disclosed upon request, but only after negotiations are complete. Submission of any materials in response to this Request for Proposals constitutes your consent to release materials, and a waiver of any claim that the information is protected from disclosure. Furthermore, by submitting materials, you agree to indemnify and hold harmless CA/AE for release of such information.

4.13 QUALIFICATIONS OF BIDDER

The CA/AE may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the CA/AE all information and data for this purpose as the CA/AE may request. The CA/AE reserves the right to reject any response should the evidence submitted by, or investigation of, the Bidder fails to satisfy the CA/AE that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

4.14 DISQUALIFICATION OF BIDDER

A Bidder may be disqualified and the response rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, for any of, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all responses involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- Lack of responsibility or cooperation as shown by past work or services provided to the CA/AE or others.
- Being in arrears on existing Agreements with the CA/AE or having defaulted on previous Agreements.
- Incomplete information or missing documents as required in the proposal.

4.15 INTEGRITY OF EXPENDITURE

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, questionable, or improper conduct.

4.16 GRATUITIES

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly or indirectly, to any employee or agent of the CA/AE, any gift, money, or anything of value, or any promise, obligation, or Agreement for future reward or compensation, neither during the proposal process nor during the performance of any Agreement period resulting from this proposal.

4.17 CONFLICT OF INTEREST

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. Bidder shall make all reasonable efforts to ensure

that no conflict of interest exists between its officers, employees, or sub-Contractor(s), and the CA/AE. Bidder shall make all reasonable efforts to ensure that no CA/AE officer or employee, whose position in the CA/AE enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any Agreement that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any Agreement that may be derived from this proposal without immediate divulgence or such fact to the CA/AE.

4.18 FEDERAL, STATE, AND LOCAL TAXES

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Agreement. The CA/AE makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

4.19 OSHA REQUIREMENTS

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of OSHA 1970 and CA-OSHA 1973. Bidder warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

4.20 ENVIRONMENTAL PROTECTION

The Bidder awarded the Agreement resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal Agreements, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

4.21 DRUG FREE WORK PLACE

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

4.22 PREVAILING WAGE RATES

Should the proposal call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public works project laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq. A copy of this wage scale may also be obtained from the office of the Director of Industrial relations, State of California, or <http://www.dir.ca.gov/DLSR/PWD/mer.xls>

It shall be mandatory upon the Bidder to whom the Agreement is awarded, and upon all sub-Contractor under him, to ascertain and pay not less than the latest general prevailing hourly rates for Saturday, Sunday, holidays, and overtime work for each workman or mechanic employed in the execution of the work of this project as per determination made by the Director of Industrial Relations, California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.

4.23 COMPLIANCE WITH APPLICABLE LAWS

The successful Bidder shall otherwise perform all obligations under the resulting Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and policies.

No Contractor or sub-Contractor(s) may be listed on a bid response for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No Contractor or sub-Contractor(s) may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4.24 LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this proposal, and any subsequent Agreement that may be derived from this proposal, shall be deemed and have agreed to be bound by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any Agreement that may be awarded as a result of this proposal, shall be tried in

Merced County, unless the parties agree otherwise or are otherwise required by law.

4.25 OUT-OF-STATE BIDDER

Where the Bidder is an Out-Of-State Bidder, not doing business in the State of California, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by applicable retail rate of general sales tax and use tax when and where applicable.

4.26 BUSINESS LICENSE

Prior to the issuance of any purchase order and/or the performance of any Agreement derived from this bid, the successful bidder and its sub-Contractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, "An Ordinance Establishing a requirement for a Business License and Temporary Business License and/or persons operating in the unincorporated areas of Merced County" (<http://www.qcode.us/codes/mercedcounty/>).

It is the intent of the CoC Board to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County of Merced Ordinance No. 1705.

ATTACHMENT A

SIGNATURE PAGE

(BIDDER TO COMPLETE AND PLACE IN FRONT OF RESPONSE)

COMPANY NAME _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response are true and accurate to the best of their ability, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

“I certify that I have read the Sample Agreement (Exhibit 1) pursuant to the submittal of a Request for Proposal (RFP) and will comply with said Sample Agreement, unless otherwise noted by exception herein, as of the date and time of close of this proposal”.

Authorized Representative - Name Title

Signature (in blue ink) Date

Business License No.: (Merced City) _____

(Merced County) _____

Professional License No.: _____

Taxpayer Identification No.: _____