



Issue Date: June 22, 2023

**MERCED CITY AND COUNTY CONTINUUM OF CARE
REQUEST FOR PROPOSAL
NUMBER 2023-001**

TITLE: 1213 V Street Rapid Rehousing Project

Please carefully read and follow the instructions.

Please direct all questions to:
Collaborative Applicant/Administrative Entity
2115 West Wardrobe Avenue
Merced, California 95340
Attn. See Her
Phone: 209-385-3000 ext. 5510
Fax: 209-724-4088
E-mail: Collabapp@countyofmerced.com

PLEASE RESPOND BY: 4:30 P.M., on July 18, 2023

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DEFINITIONS

Agreement - Comprises the Request for Proposal (RFP), any amendment thereto, and the RFP response, if appropriate. The Agreement constitutes the entire agreement between the County of Merced and the awarded Bidder.

Bidder - A person, partnership, firm, corporation, or joint venture submitting an RFP response for the purpose of obtaining a County Agreement.

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

Evaluation Committee - A committee established to review and evaluate responses to determine the Agreement award.

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor.

Payment Bond - This bond is to protect subcontractors and suppliers. It ensures that the surety backing the bond will pay the subcontractors and suppliers if the awarded Bidder does not.

Performance Bond - A bond to ensure completion of the project as requested under the "Scope of Work". The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

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 subcontracting, Joint Ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Proposal Security Bond - Also referred to as Bid Security. A bond that is submitted with Bidder's response to compensate the County for damages it might suffer if successful bidder refuses to execute the Agreement that may be derived from their response. Generally, it is 10% of the amount of Bidder's response as bid security.

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 terms which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the RFP.

Subcontractors - Any person, entity or organization to which Contractor or County has delegated any of its obligations hereunder.

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

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, on behalf of the Human Services Agency, acting as the Administrative Entity for the Merced City and County Continuum of Care (hereinafter referred to as "AE") 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, the 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, and any specifically referenced attachments hereto. Contractor's services include, but are not limited to, the following:

- A. (describe in detail the service to be performed by Contractor)
- B. (" " ")

(There may be occasions where exhibits or attachments may be incorporated into the Agreement. In such cases, the following language should be included:)

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 - Additional Contract Requirements
- Exhibit B - Scope of Work
- Exhibit C - Budget
- Exhibit D - Assurance of Compliance with Merced County Human Services Agency
- Exhibit E - California Emergency Solutions and Housing (CESH) Terms and Conditions
- Exhibit F - Homeless, Housing, and Assistance Program (HHAP) Terms and Conditions
- Exhibit G - 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."

(OR)

3. COMPENSATION

(Note to preparer of this agreement: If this agreement is based on an hourly rate(s) then the following language will apply)

AE agrees to pay Contractor an hourly rate of (type out hourly rate in dollars, i.e., Fifty Dollars and No/100 Cents) (\$) (type numerical amount, i.e., \$50.00) per hour for hours actually engaged in the performance of such work, as are more specifically set forth under Section 1, "SCOPE OF SERVICES," whether said work be performed at AE premises or elsewhere, but such compensation shall not be paid for time necessary to travel from Contractor's location to AE premises. This fee includes, but is not limited to, Contractor's time on-site, preparation time associated with this Agreement, and all out-of-pocket expenses. No other fees or expenses of any kind shall be paid to Contractor in addition to those rates or expenses listed herein. In no event shall the total services to be performed by Contractor hereunder exceed a Total Contract Price of \$ _____. 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 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

(Note to preparer of this agreement: If this Agreement is for more than one year, and pricing is not fixed for full term of contract, then the following language will apply.)

For the first twelve (12) months of the Contract, pricing will be fixed at the submitted bid pricing. Sixty (60) days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year, which will be subject to negotiation by the AE at the AE's discretion. The Director of

Administrative Services shall be the authorized AE agent in any such negotiation. The Contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this contract shall not exceed, unless otherwise approved by the Director of Administrative Services, the percent change for the following Producer's Price Index, as published by the Bureau of Labor Statistics: _____ (Product Code). In the event that the index drops, the Contractor shall pass on to the AE an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Letter of Intent to Award, a copy of which will be mailed with the notice.

(OR)

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 contractors, 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. Both the invoice and W-9 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 the 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.

(OR)

5. TERMS OF PAYMENT

(Note to preparer of this agreement: If this agreement is based on an hourly rate or fixed rate(s), then the following language will apply).

Payment shall be only for full and 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:

Contractor shall submit monthly itemized invoices, or alternate documentation as deemed appropriate in advance by AE, for services it has provided and for the amount owed under this Agreement. In addition to the invoices 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". www.irs.gov/pub/irs-pdf/fw9.pdf. Both invoices and the W-9 form shall be forwarded to the AE at the AE address indicated under Section 7, "NOTICES" of this Agreement.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by Contractor.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by AE as deemed necessary by AE to properly evaluate or process Contractor's claim.

Upon approval by AE, the fee due hereunder shall be paid to Contractor within thirty (30) days following receipt of a proper invoice.

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:

County of Merced c/o Contractor
Human Services Agency
P.O. Box 112
Merced, CA 95341
Attn: Contracts Monitoring Unit

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 circumstances, 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", "IOUs", 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.

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, the County of Merced, the City of Merced, 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, the County of Merced, and the City of Merced.
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. ****When Applicable*

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. ****When Applicable*
 - 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 AE 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, the County of Merced, and the City of Merced, 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 AE 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, the County of Merced, and the City of Merced, 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, the County of Merced, and the City of Merced, 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, the County of Merced, and the City of Merced.
4. If the Contractor uses subcontractors or others to perform work under this Agreement, such subcontractors 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, the County of Merced, the City of Merced, and 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, subcontractor 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, the County of Merced, or the City of Merced. 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 subcontractors and employees, if any.

It is mutually agreed and understood that Contractor, its subcontractors 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 ensure 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

(Note to preparer of this agreement - the retention of records may be longer than the four (4) years as indicated below depending on the length of liability – Example: Juvenile probation and dependency may wish to request two years after age 18 of any minor receiving services)

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 four (4) years after the furnishing of services 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.

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.

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, Contractors, or subcontractor, 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 AE.

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.

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.

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 subcontractors, 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.

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, gender (including identity and expression), sexual orientation, age (over 40), medical condition (including HIV and AIDS), physical or mental disability, or any other legally prohibited basis. 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. DEATH AND DISABILITY

(Note to preparer of this agreement: This section is used when the contract is with an individual or with a company that is a sole proprietorship)

It is understood and agreed that this Agreement is entered into for the unique personal services of Contractor, in the event of his/her death, this Agreement is forthwith terminated. In the event Contractor is disabled permanently or for an extended period, AE may, at its option, terminate this Agreement forthwith. Permanent or extended disability means that Contractor is unable to perform the services of this Agreement for such a period of time that it would cause a detriment to the AE as determined by the reasonable judgment of the AE.

35. 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

SIGNATURES

AE

(Name of Individual/Company)

By: _____

By: _____

*Name
Title of Individual*

*Name
Title of Individual*

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By: _____

Date: _____

EXHIBIT A
ADDITIONAL CONTRACT REQUIREMENTS

CHILD ABUSE REPORTING

Contractor shall establish a procedure acceptable to the AE to ensure that all employees, volunteers, consultants, subcontractor 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.

ADULT ABUSE REPORTING

Contractor shall establish a procedure acceptable to the AE to ensure that all employees, volunteers, consultants, subcontractor 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.

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 AE 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 AE.

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

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

COMPLIANCE WITH CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS)

Contractor agrees to comply with all rules, regulations, requirements, and directives of CDSS, which impose duties and limitations upon the AE, which are equally applicable to and made binding upon Contractor, as though made with Contractor directly.

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.

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.

**EXHIBIT B
SCOPE OF WORK**

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**EXHIBIT C
BUDGET**

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

NAME OF VENDOR

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 Inter Ethnic 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

Authorized Signee Name and Title
Company Address
Company City, State and Zip code

EXHIBIT E
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING (CESH)
TERMS AND CONDITIONS

1. Strict Compliance

Contractor will strictly comply with the terms, conditions, and requirements of the California Emergency Solutions and Housing (CESH) statutes, guidelines, and the Notice of Funding Availability (NOFA).

2. Eligible Activities

Contractor agrees to expend grant funds for the eligible-activities as required by the CESH statutes. These activities include:

- A. Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homelessness or who are at risk of homelessness. Rental assistance provided as an eligible activity shall not exceed forty-eight (48) months for each assisted household and rent payments shall not exceed two (2) times the current Department of Housing and Urban Development (HUD) fair market rent for the local area, as determined pursuant to 24 CFR part 888.
- B. Operating subsidies in the form of fifteen (15)-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families.
- C. Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.
- D. Operating support for emergency housing interventions, including, but not limited to, the following:
 - a. Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.
 - b. Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.

- c. Shelter diversion including, but not limited to, homelessness prevention activities such as those describe in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance.
- E. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data and Homeless Management Information System (HMIS) reporting and homelessness planning activities.
- F. Development or updating of a CES, if the CoC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the CESH NOFA.
- G. Development of a plan addressing actions to be taken within the CoC service area if no such plan exists.

3. Core Practices

Contractor must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6).

Funds allocated for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

Except in the case of a program or project specifically targeting homelessness prevention activities as part of shelter diversion activities as described in Section II.B.4.C of the NOFA, Contractor shall prioritize assistance to homeless individuals and families over assistance to those at risk of homelessness.

4. Monitoring Grant Activities

AE will monitor Contractor activities to ensure compliance with CESH requirements. This will include an onsite monitoring visit as deemed necessary by the AE, but at least once during the grant period.

The Department of Housing and Community Development (HCD) may also choose to monitor the performance of Contractor as deemed necessary based on a risk assessment.

5. Inspection of Records

Contractor acknowledges that for any contract exceeding \$10,000 that HCD may audit the AE's records and interview their employees. The AE shall request documentation needed from Contractor to ensure compliance with HCD's audit.

6. Special Conditions

Contractor agrees to comply with all conditions of this Agreement. Contractor will ensure they are aware of and agree to comply with all conditions of the applicable State requirements governing the use of grant funds.

Contractor further agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant activity.

7. Relocation

If there is or will be any residential or commercial displacement directly or indirectly caused by the development, a relocation plan must be provided which conforms to the requirements of state law and the regulations adopted by HCD in California Code of Regulations, Title 25, Section 6000, et seq. The budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by HCD. Should a relocation plan not be required, documentation must be provided for HCD approval that there are no relocation requirements. If there is federal funding of the development, it must comply with federal Uniform Relocation Act requirements to the extent applicable.

EXHIBIT F
HOMELESS HOUSING AND ASSISTANCE PROGRAM (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 August 31, 2023.

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 AE 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 AE 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 statues. 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:

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 October 1, 2022 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 1, 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 Section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by the AE:

- 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 March 31, 2024:

- A. Amount of award with activit(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 section 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 sections 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

For any Subcontract Agreement in excess of \$100,000, mandates that the Contractor in accordance with Public Contract Code section 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

The Contractor agrees to comply with State and Federal laws, rules and regulations that

- A. pertain to construction, health and safety, labor, fair employment practices, environmental
- B. 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.

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 sections 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.

Homeless Housing, Assistance, and Prevention Program

Subcontractor 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 expenditures for this contract.
3. **Invoice Number-**
This would be a number that is created by the subcontractor to track funding request and expenses that are associated to that request.
4. **Contact Person-**
The person that the subcontractor would want to be contacted to answer questions in regards to the submitted RFF or supporting documentation.
5. **Subcontractor-**
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 subcontractor for the project, or for the period of time advance funds are being requested (sample: June 1, 2021 to August 31, 2021).
10. **Budget Breakdown Approved Amounts-**
This budgeted amount of funding listed by activity awarded to the subcontractor for this program can be found in Exhibit C, 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:
County of Merced, on behalf of the Human Services Agency
Attn: Collaborative Applicant/Administrative Entity
P.O. Box 112
Merced, CA 95341-0112

SECTION 1

INTRODUCTION

1.1 INTENT OF THE REQUEST FOR PROPOSAL

It is the intent of this Request for Proposal (RFP) is for the County of Merced on behalf of the Merced County Human Services Agency acting as the Collaborative Applicant/Administrative Entity (CA/AE) for the Merced City and County Continuum of Care (CoC) to secure a qualified vendor with the expertise and experience to provide rapid re-housing and case management services for individuals experiencing homelessness referred through the Coordinated Entry System (CES) for permanent placement housing for the California State Department of Housing and Community Development (HCD)'s Project Homekey's TwelveThirteen project.

The qualified vendor must have experience in working with multiple agencies to ensure community collaboration and successful placement of individuals experiencing homelessness.

The primary goal of this project is to provide up to one (1) year of leasing at the project site, located at 1213 V Street in Merced, with case management services to ensure sustainability for clients' success.

1.2 BACKGROUND INFORMATION

The 2023 Point-In-Time (PIT) count identified seven hundred eighty-four (784) individuals and families experiencing homelessness in the County, a decrease from the 2022 PIT count of eight hundred fifty-five (855) individuals and families. Of the 784 individuals and families identified in 2023, a total of three hundred ninety (390) are unsheltered individuals on the streets of Merced County.

The City of Merced was the primary applicant for the TwelveThirteen Homekey project located at 1213 V Street in Merced. The project is supported through a cooperative effort amongst developers, service providers, and the City of Merced.

The project will provide ninety-five (95) units of permanent supportive housing that targets homeless and chronically homeless individuals. Resident referrals will be made through the CoC's CES process. Forty-five (45) of these units are dedicated units for the chronically homeless and will be supported through the Merced CoC.

Available funding in this RFP is as follows:

California Emergency Solutions and Housing (CESH) Round 1: Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00)

Homeless Housing, Assistance and Prevention (HHAP) Round 1: One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00)

REQUIREMENTS

1.3 SCOPE OF WORK

1.3.1 Provider Experience and Qualifications

- 1.3.1.1 Bidder shall be experienced in serving the target population of individuals experiencing homelessness and chronic homelessness;
- 1.3.1.2 Bidder shall have experience and expertise with the services it proposes to provide;
- 1.3.1.3 Bidder shall have demonstrated experience working with the CES process and meetings;
- 1.3.1.4 Bidder shall demonstrate capable collaboration with other agencies in the community;
- 1.3.1.5 Bidder shall have the capacity to communicate to clients in culturally and linguistically appropriate and accessible ways;
- 1.3.1.6 Bidder shall have demonstrated rapid rehousing and case management practices and policies;
- 1.3.1.7 Bidder shall have capable staff that that can provide rapid rehousing and case management services;
- 1.3.1.8 Bidder shall provide eligible activities in a manner consistent with the Housing First practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6); and
- 1.3.1.9 Bidder shall be knowledgeable and compliant with all CESH and HHAP guidelines.

1.3.2 Staffing

At all times, the Bidder shall have adequate staff to ensure its ability to carry out responsibilities for each assigned client consistent with this project and any other related guidance.

1.3.3 Documentation

Bidder shall maintain documentation of its financial records for expenditure incurred during the course of the 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.

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 thirty (30) 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 rapid rehousing and case management services have been trained to provide these services.

1.3.6 Budgeting and Reporting

As part of the submission, Bidder will need to include a total one-year budget that specifies operational and client-based services.

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

Bidder shall submit an annual summary report no later than January 31st of each year the project is active. The annual report shall contain a detailed report which includes, at a minimum:

1.3.6.1. Identification of the eligible program activities to which the Bidder committed program funds, and the income levels of the households assisted; and

1.3.6.2. Amounts awarded to Bidder with activit(ies) identified.

1.3.7 Quality and Oversight

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, CESH and HHAP grants, and the CA/AE.

1.3.8 Bidder Responsibilities

Bidder agrees to comply with all responsibilities associated with the final contract agreements, including, but not limited to:

- 1.3.8.1. Attend weekly and bi-weekly project meetings;
- 1.3.8.2. Establish a CES and CA/AE approved referral process prior to accepting client;
- 1.3.8.3. Establish a CA/AE approved billing process for the utilization of rapid rehousing and case management services prior to accepting clients;
- 1.3.8.4. Ensure all available client information which has an available field in the Homeless Management Information System (HMIS) is entered, maintained as current, and tracked in the local HMIS platform;
- 1.3.8.5. Work with the project lead agency for referral placements through CES;
- 1.3.8.6. Work with each referred client from CES to assist in documentation process for the project;
- 1.3.8.7. Work with each referred client to provide rapid rehousing services for up to one (1) year;
- 1.3.8.8. Actively participate in the weekly CES meetings;
- 1.3.8.9. Document client activity to track case management services; and
- 1.3.8.10. Provide monthly reports detailing duplicated and unduplicated number of clients served, client program exit outcomes, service referrals made by type and completion percentage, and progress towards completion of mutually agreed upon client goals.

1.4 SPECIFIC COMPLIANCE

The Bidder awarded the Agreement derived from this proposal will be required to abide by all applicable local, federal and state laws and regulations, including, but not limited to:

1.4.1. Additional Contract Requirements;

1.4.2. Assurance of Compliance with Merced County Human Services Agency;

1.4.3. PLHA Terms and Conditions; and

1.4.4. HHAP Terms and Conditions.

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

2.2.2 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.

2.2.3 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.

2.2.4 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.

2.2.5 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:

2.2.4.1 Exceptions to the Requirements

2.2.4.2 Exceptions to any other part of this RFP

2.2.4.3 Exceptions to terms in the Sample Agreement

2.2.6 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.)

2.2.7 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:

2.2.6.1 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.

2.2.6.2. 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.

2.2.6.3. 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.

2.2.6.4. 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.

2.2.8 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 Overall Responsiveness to the RFP	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

4.11.1. 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.

4.11.2. 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:

- 4.11.2.1. 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
- 4.11.2.2. Committed an act or omission which indicates a lack of business integrity or business honesty; or
- 4.11.2.3. Made or submitted a false claim against the CA/AE or any other public entity; or
- 4.11.2.4. 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:

- 4.14.1. 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.
- 4.14.2. Lack of responsibility or cooperation as shown by past work or services provided to the CA/AE or others.
- 4.14.3. Being in arrears on existing Agreements with the CA/AE or having defaulted on previous Agreements.
- 4.14.4. 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 subcontractors 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.

SIGNATURE PAGE

(BIDDER TO COMPLETE AND PLACE IN FRONT OF RESPONSE)

INDIVIDUAL/COMPANY: _____

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

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO.: _____ E-MAIL ADDRESS: _____

The undersigned hereby certifies to be a duly authorized official of the organization above; has the authority to sign on behalf of said organization; assures that all statements made in the response to this Request for Proposal (RFP) are accurate and true; agrees to furnish the item(s) and/or service(s) stipulated in this RFP at the price stated herein; and will comply with all terms and conditions set forth, unless otherwise stipulated herein. Additionally, the undersigned understands and acknowledges that the entirety of their response to this RFP shall be a disclosable public record regardless of any statements to the contrary within the response.

“I hereby certify to have read the Sample Agreement prior to submission of this response to RFP and will comply with said Sample Agreement unless otherwise stipulated by exception herein.”

Authorized Representative - Name Title

Signature (in blue ink) Date

Business License No.: (Merced City) _____

(Merced County) _____

Professional License No.: _____