

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 12262)
HEALTH AND HUMAN SERVICES AGENCY
FOR COMPASSIONATE EMERGENCY SOLUTIONS AND PATHWAYS TO HOUSING
SAFE PARKING SERVICES



County of San Diego

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The County of San Diego is seeking proposals from firms interested in providing Compassionate Emergency Solutions and Pathways to Housing – Safe Parking Services (“Offerors”).

The County intends to award up to two (2) contracts total, one each for the following lots:

- Lot 1: Magnolia Avenue, El Cajon, CA 92020
- Lot 2: Bancroft Drive in Spring Valley, CA 91977

Offerors may propose for one or both lots as listed in this solicitation and must indicate the Lot on the Proposal Cover Page (PC600). A separate proposal must be submitted for each Lot.

The contract term is anticipated to be an initial (base) period of one (1) year with four (4) one (1) one-year options.

- Lot 1: Anticipated start date is approximately August 1, 2023. Start date dependent on site improvements.
- Lot 2: Anticipated start date is May 1, 2023. Start date is dependent on site improvements.

The Contracting Officer for this solicitation is Julie Terrell, Procurement Contracting Officer (Julie.Terrell@sdcounty.ca.gov).

This RFP package includes:

- This Cover Letter to the RFP
- RFP Instructions and Rules
- Evaluation Criteria
- Submittal Items
- Proposal Cover Page (PC 600 Form)
- Representations and Certifications Form
- Nondisclosure Indemnification Agreement
- DVB Requirements and Forms
- Draft Agreement, which includes drafts of the following:
 - Exhibit A - Statement of Work
 - Exhibit B - Insurance Requirements
 - Exhibit C - Payment Schedule
- Attachment A, Budget Template, attached as a separate file in BuyNet
- Attachment B, HHSA Cultural & Linguistic Diversity Plan Template, attached as a separate file in BuyNet

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SCHEDULE

Below is the County’s timeline for this RFP, and is subject to change at any time. The County will issue an addendum for changes to the Pre-Proposal Conference date, Questions due date, or Proposal due date. The actual timing and sequence of events resulting from this RFP shall ultimately be determined by the County.

Event Description	Date and Time (San Diego Time)
Pre-Proposal Conference	February 14, 2023 at 9:30 a.m.
Questions due	February 17, 2023 prior to 5:00 p.m.
Proposals due	March 10, 2023 prior to 3:00 p.m.

A pre-proposal conference will be held by Video/Teleconference using the Microsoft Teams platform on the Date and Time listed in the Schedule. To participate, send an email with your name, email, and company name to Julie.Terrell@sdcounty.ca.gov no later than February 13, 2023 at 5:00pm. The County will provide an overview of the RFP process and may provide a program/technical overview and other information. Requests for clarification related to definition or interpretation of this RFP shall be submitted in writing as Questions in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Attendance at the pre-proposal conference is encouraged but not mandatory.

PROPOSAL SUBMITTAL

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. Unless otherwise modified by the County’s COVID-19 Updates for County Contracts and Contractors, found at https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html, the following procedures shall apply to this RFP:

- Offeror must submit a complete original proposal in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting through electronic upload to BuyNet by the Date and Time listed in Schedule.
- If Offeror is unable to submit via BuyNet for any reason, Offeror may submit via electronic files on CD/DVD or a printed proposal at the Purchasing and Contracting front desk. Please use this method only if unable to submit through BuyNet. When submitting via BuyNet, allow extra time to submit by an alternate method in the event of technical difficulties.
- When submitting electronic files, Offeror may optionally submit in original format (e.g. Microsoft Word) with clear pictures (.jpg, .jpeg, .gif, or ".png") of signature pages containing original signatures. Electronic or digital signatures will not be accepted. Please use this method only if unable to submit in PDF form.

The County's decision about the timeliness or responsiveness of any submitted document shall be final, and the County has the discretion to waive or not waive any defect or nonconformance.

Additional COVID-19 procurement information is available at:
https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html

QUESTIONS

Questions regarding this RFP shall be submitted in writing to the Contracting Officer by the Date and Time listed in Schedule, in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Oral explanations or responses to Questions will not be binding upon the County.

Concerns or comments regarding this solicitation should be directed to the Contracting Officer.

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RFP INSTRUCTIONS AND RULES

1. RFP PROCESS

- 1.1. RFPs shall normally be made available on the County of San Diego’s BuyNet Website at <https://buynet.sdcountry.ca.gov/>. If you are unable to download this document, you may request a hard copy from Purchasing and Contracting’s front desk or contact clerical support at (858) 505-6367.
- 1.2. The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the pre-proposal conference(s) will be as set forth in this RFP or as otherwise provided on BuyNet.
- 1.3. Offerors should submit all Questions by due date and time specified in the cover letter to this RFP.
- 1.4. Proposals received, including any additions, revisions, and clarifications, will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.5. If, at any point in the selection process, the County determines that a proposal will no longer be considered for award, the Contracting Officer will attempt to notify the Offeror.
- 1.6. During the selection process, the SSA may determine that an Offeror’s proposal is no longer in the competitive range and that it will no longer be considered for award
- 1.7. The County reserves the right to request clarification of and/or additional information (“Clarification”) from Offerors. The Contracting Officer will determine the appropriate means of Clarification, which may include telephonic, email, letter, presentations, oral interviews, or as an addendum or revision to the proposal. The County may invite Offerors to make a presentation to, or participate in interviews with, the County at a date, time and location determined by the County. The County is not obligated to seek Clarification, so Offerors are advised to submit complete and accurate information in the proposal.
- 1.8. At any point in the selection process, the SSA may authorize discussions to be held with one or more Offerors in the competitive range. Discussions may include requests for revised proposals, Best and Final Offers (BAFOs), or addenda to the proposal and may contain additional selection factors.
- 1.9. The SSC may recommend to the SSA that award be made to one or more Offerors.
- 1.10. After receipt and approval of the SSA’s decision, the Contracting Officer will post a Notice of Intent to Award.
- 1.11. Upon Posting of the Notice of Intent to Award (NOI) a contract to the Offeror(s) whose proposal(s) has been ranked highest by the County on the basis of best value to the County, the Contracting Officer will enter into contract finalization negotiations and, upon the successful completion, award a contract(s).
- 1.12. The County may rescind or modify the NOI at any time due to unsuccessful negotiations or if the County otherwise determines that it is in its best interest to do so.
- 1.13. The County of San Diego intends to expend federal funds for contract(s) resulting from this solicitation. 2 C.F.R. §200.324 requires that pricing and profit margin be negotiated prior to award if only one conforming proposal is received. Failure to provide sufficient cost and pricing information for such negotiations may be cause for the County to reject Offeror’s proposal.
- 1.14. The County may, at any time, restart evaluations, modify or replace the membership of the SSC, or correct any deficiencies in the procurement process or evaluation.
- 1.15. The timing and sequence of events resulting from this RFP shall ultimately be determined by the County.
- 1.16. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.

2. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- 2.1. It is the Offeror’s responsibility to submit a proposal based on the most current RFP, addenda thereto, responses to Questions, any diligence material made available by the County, and any other information posted on BuyNet. Offerors must consistently check BuyNet for information and are responsible to comply with anything posted on BuyNet relating to this RFP. The County has no obligation to contact Offerors directly with any such RFP related information.
- 2.2. Offerors shall submit one original proposal prior to the date and time specified and through the means specified in the cover letter to this RFP.
 - 2.2.1. When requested, Offeror shall submit additional copies of the proposal in the manner requested. Copies should be clearly marked as copies and numbered.

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- 2.2.2. For proposals submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for purposes of determining timely submittal.
- 2.2.3. For proposals submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered official time for purposes of determining timely submittal.
- 2.2.4. In the event of multiple submittals of an original proposal by an Offeror, the County will only consider the most recent submittal submitted by the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original proposal and withdraw or replace any previous submittals in the event they choose to update their proposal. Proposals may be found non-conforming if the County is unable to determine which is the most recent, timely submittal.
- 2.3. All proposals shall be signed by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned images of pages containing original signatures are acceptable for submission of an electronic file. Electronic or digital signatures will not be accepted.
- 2.4. The proposal must be submitted in compliance with the following format, unless otherwise specified in this RFP:
 - 2.4.1. Submit electronic proposals as files in .pdf format. Separate each exhibit into one or more files. Clearly name files as to the exhibit and order. Pages requiring signatures must be scanned from an original signature. Other pages may be scanned, or converted to .pdf from other file formats. Converted and searchable formats are preferred.
 - 2.4.2. Proposals shall be formatted to print on 8-1/2” x 11” page size with no less than ½” margins and eleven (11) point font.
 - 2.4.3. Proposals shall be formatted as black ink on white background/paper with no shading, or otherwise suitable for black and white reproduction.
 - 2.4.4. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments.
 - 2.4.5. Each proposal shall be typed and be concise but comprehensive. Proposals shall not include unnecessarily elaborate brochures, visual or other presentations, or artwork beyond what is sufficient to present a complete and effective proposal.
- 2.5. Your proposal must be organized in accordance with this RFP. Unless otherwise specified, the proposal shall conform to the following organization:
 - 2.5.1. A completed and signed PC 600 Form shall be submitted as the cover of Offeror’s proposal.
 - 2.5.2. Completed and signed Representations and Certifications form.
 - 2.5.3. Completed and signed Nondisclosure Indemnification Agreement (if applicable).
 - 2.5.4. Completed DVB forms.
 - 2.5.5. Any other required forms.
 - 2.5.6. A table of contents listing, by page number, the contents of the proposal.
 - 2.5.7. Program/Technical exhibit.
 - 2.5.8. Cost/Price exhibit.
 - 2.5.9. Confidential/Proprietary exhibit (if applicable).
- 2.6. Offerors shall submit separate exhibits in separate files for the Program/Technical; Cost/Price; and (if applicable) Confidential/Proprietary exhibit components of their proposal.
 - 2.6.1. Submit a Program/Technical exhibit
 - 2.6.1.1. Content shall be organized to correspond to the applicable question or item within Submittal Items. All forms, responses and attachments shall be sequentially numbered to correspond to the applicable question or item.
 - 2.6.1.2. No price data are to be included in the Program/Technical exhibit.
 - 2.6.1.3. No confidential/proprietary information, including PI (Personal Information), PII (Personally Identifiable Information) or PHI (Protected Health Information), is to be included in the technical exhibit. Responses that include the confidential/proprietary information shall refer to the response contained within the Confidential/Proprietary exhibit (for example: If Submittal Item #1 requires staff Social Security Numbers, the response to Submittal Item #1 shall reflect “see response #1 contained within Confidential/Proprietary exhibit).

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- 2.6.1.4. If price or confidential/proprietary information is included in the Program/Technical exhibit, the County may, at its sole discretion, remove such information or declare the proposal non-conforming.
- 2.6.2. Submit a separate Cost/Price exhibit.
 - 2.6.2.1. All cost and pricing information must be contained within Cost/Price exhibit.
 - 2.6.2.2. If performance or payment bonds are required, the cost of providing the bond shall be included in the proposed pricing, and no additional compensation will be allowed.
- 2.6.3. Submit a separate Confidential/Proprietary exhibit (if applicable). The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. The County of San Diego intends to publish contracts, which may contain some or all of the successful proposal(s), to its public web site. If confidential/proprietary information is contained within the submission:
 - 2.6.3.1. It must be submitted in a separate clearly labeled exhibit with all pages marked as “CONFIDENTIAL/PROPRIETARY EXHIBIT”.
 - 2.6.3.2. Offeror must provide a signed Nondisclosure Indemnification Agreement.
 - 2.6.3.3. In accordance with the California Public Records Act, the County will not treat pricing or terms and conditions as confidential. Confidential/Proprietary exhibits will be examined prior to review, and price or terms and conditions may be removed or the County may declare a proposal non-conforming because of the inclusion of price or terms and conditions in the Confidential/Proprietary exhibit.
- 2.7. All proposals become the property of the County. An Offeror may request the return of its proposal upon withdrawal as specified in Paragraph 6, which return County may grant or deny in its sole discretion.
- 2.8. The County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number of proposals received; identity of Offeror(s), content of proposals; the County evaluation and results; and the identity of the members of the SSC. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.

3. EVALUATION AND SELECTION

- 3.1. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the requirements of the Request for Proposals. The County shall also have the discretion to waive any irregularities or deviations from the requirements of the Request for Proposals in any submission.
- 3.2. Evaluations shall be based on the list of criteria contained in the Evaluation Criteria and Submittal Items.
- 3.3. The County may consider information known to the County in addition to the information provided in response to the RFP.
- 3.4. At any point in the evaluation process, the County may determine that a proposal is unacceptable in any area and no longer consider it for award.
- 3.5. When evaluating Offeror’s program/technical response, County may appropriately consider the Environmental Impact of the proposed products and delivery of services in accordance with Board of Supervisors Policy B-67 Environmentally Preferable Procurement. Offerors are encouraged to include such information in the proposal.
- 3.6. When evaluating an Offeror’s pricing, the County may also consider the effect of the proposal on the overall total cost to the County.
- 3.7. Local preference:

The County of San Diego intends to expend federal funds for contract(s) resulting from this solicitation; therefore, in accordance with 2 CFR §200.319(c), a local preference will not be applied when evaluating offers and determining contract award.
- 3.8. When evaluating Offeror’s program/technical response, County will appropriately consider the proposed purchase, acquisition, or use of goods, products, and materials produced in the United States in accordance with 2 CFR §200.322. Offeror shall include such information in its proposal to be considered for such preference during evaluation.

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4. DETERMINATION OF ECONOMY AND EFFICIENCY

Pursuant to County Charter Sections 703.10 and 916, award of a contract resulting from this RFP may be subject to the County's requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service.

5. COUNTY COMMITMENT

- 5.1. This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 5.2. The County reserves the right to accept or reject any or all proposals received as a result of this RFP or to separately procure the same or similar goods or services.
- 5.3. The County reserves the right to terminate this RFP in part or in its entirety at any time prior to contract execution.
- 5.4. No prior, current, or post award communication with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP except as explicitly provided for in this RFP.

6. LATE, MODIFIED, OR WITHDRAWN PROPOSAL

- 6.1. A proposal that is received, but that is not received at the office or by the electronic means designated in the solicitation by the exact time specified for receipt will not be considered unless: it is received before award is made; the County determines that it is in its best interest to accept the proposal; and
 - 6.1.1. It was sent by mail or personal delivery, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt by the County; or
 - 6.1.2. No timely and conforming proposal was submitted.
- 6.2. Proposals may not be modified after the due date, except a modification resulting from the Contracting Officer's request for a revised proposal, Best and Final Offer (BAFO), or an addendum to the proposal.
- 6.3. Proposals may be withdrawn by written notice signed by a duly authorized representative of Offeror if received prior to Notice of Intent to Award. Thereafter, all proposals constitute firm offers, subject to negotiation, that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter.

7. DILIGENCE

- 7.1. County, its agents, advisors, and representatives make no representation or warranty, express or implied, as to the accuracy or completeness of any provided diligence material. Without limiting the generality of the foregoing, the diligence material may include certain statements, estimates, and projections provided by or with respect to the County. Such statements, estimates, and projections reflect various assumptions made by the County, which may or may not prove to be correct. No representations are made by the County as to the accuracy of such statements, estimates, projections, or assumptions.
- 7.2. Offerors are expected to perform reasonable due diligence with regard to the work required. The selected Offeror(s) shall not be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence. Such due diligence shall include but not be limited to, information that can be obtained during a site visit, if applicable (including verification of measurements, conditions, and other attributes of the site), or independently to the extent that information about the work required or the site is otherwise available for inspection or review.

8. DUTY TO INQUIRE, QUESTIONS, AND EXPLANATION TO OFFERORS

- 8.1. Offerors' Inquiries and County Responses – All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFP or the Offeror's proposal, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Any improper contact may, at County's sole discretion, cause the Offeror to be removed from consideration for contract award.
- 8.2. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFP or related documents, Offeror shall have a duty to at once notify the County. Such notifications, or other requests for

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explanation regarding the RFP or related documents, shall be directed to the Contracting Officer in writing as a question (“Question”). Offeror is responsible for ensuring that Questions are received by the County. The County may choose not to respond to Questions received after the date stated in the Cover Letter. Offerors should not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFP

9. PROTEST PROCEDURE

County Board of Supervisors Policy A-97 sets forth the procedures for filing and resolution of protests related to this RFP. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County’s Web site at <https://www.sandiegocounty.gov/content/sdc/cob/ocd.html>.

All protests must be filed in accordance with Board Policy A-97, which requires among other things that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package, and be based on a protestable action and established grounds for protest.

10. DEBRIEF AND REVIEW OF CONTRACT FILES

Offeror may request a “debriefing” from the Contracting Officer on the findings about Offeror’s proposal (with no comparative information about proposals submitted by others) after Offeror has been notified by the Contracting Officer that the Offeror’s proposal is no longer being considered for award.

After contract execution, the proposals, the Source Selection Committee Report, and any other releasable documents may be reviewed. Copies of any documents desired by the reviewer will be prepared at the requestor’s expense in accordance with current County rates for such copies.

11. OFFEROR COMMUNICATIONS

- 11.1. If Offeror issues any public announcement or otherwise engages in communication that, in the County’s sole determination, compromises the integrity of this RFP process or attempts to restrain competition, Offeror may be removed from consideration for award.
- 11.2. Audio and/or video recording of pre-proposal conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFP are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. CLAIMS AGAINST THE COUNTY

Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).

13. SOLICITING EMPLOYEES

Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County’s employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County’s Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

14. PROHIBITED CONTRACTS

- 14.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
 - (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;

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- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

14.2. Offeror certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above .

15. CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662

In compliance with California Revenue and Taxation code section 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed FTB Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response is still valid, Offeror should submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The County will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance. Franchise Tax Board Websites:

<https://www.ftb.ca.gov>
<https://www.ftb.ca.gov/forms/Search/Home/FormRequest/1619>
<https://www.ftb.ca.gov/forms/search/>

If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

16. W-9 FORM

If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

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EVALUATION CRITERIA

Proposal Evaluation Criteria

The evaluation criteria listed below are in descending order of importance by paragraph, not subparagraphs, and will be considered in the evaluation of the Offeror’s written and oral proposals accordingly. Proposals should give clear, concise information in sufficient detail to allow an evaluation based on these criteria.

Evaluation criteria	Key factors include but are not limited to:
Program Design and Approach	<ul style="list-style-type: none"> • Offeror’s acceptance of the proposed Statement of Work (SOW). • Offeror’s ability to fulfill the County’s requirements effectively and efficiently to administer a Safe Parking model with Housing Navigation incorporating Housing First, Trauma-informed, Evidence-based, Harm Reduction, and Low-barrier approaches. • Offeror’s capacity to provide access to critical services to include case management, healthcare services, behavioral health supports, employment, housing navigation, stabilization services, and diversion. • Offeror’s plan to reduce the length of time that program participants remain homeless. • Offeror’s understanding and knowledge of the population of focus, cultural competency and trauma-informed approach in the design and provision of program services. • Offeror’s approach to a realistic and feasible implementation plan including dates. • Offeror’s Quality Assurance Plan to ensure the finished service meets the criteria and maintains high quality. • Data management system in place with ability to provide data as requested by the County.
Organizational Capability, Experience and Qualifications	<ul style="list-style-type: none"> • Offeror’s experience and subject matter expertise in operating this type or similar programs to improve access to services and housing to prevent and end homelessness. • Offeror’s organizational framework, including Offeror’s management and proposed staffing and resources, supports program’s goals and outcomes. • Offerors inclusion of people with lived experience in staffing.
Organizational Stability and Risk	<ul style="list-style-type: none"> • Offeror’s fiscal stability, accounting system, contract performance, litigation history and any risk to the County.
Acceptance of Terms and Conditions and Insurance	<ul style="list-style-type: none"> • Offeror’s agreement with, or exceptions to the County agreement and insurance, and any risk to the County associated with Offeror’s exceptions.
Cost/Price	<ul style="list-style-type: none"> • The extent to which the Offeror’s pricing is best value to the County and budget aligns with program requirements and supports program objectives.

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SUBMITTAL ITEMS

Proposals should give clear, concise information in sufficient detail and in the order presented below to allow or a comprehensive evaluation. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the Submittal requirements described by these Submittal Items. The County shall also have the discretion to waive any irregularities or variances from these Submittal Items and/or seek Clarification.

Offeror's response to these Submittal Items shall be no more than thirty (30) pages, excluding supporting materials submitted as attachment(s). Attachments are for additional documentation to support the narrative and are not to be used to extend the narrative beyond the page limitation. When including attachments, reference the specific supporting information in the applicable portion(s) of the narrative response. The County has no obligation to read beyond the maximum page limit when evaluating the proposals, nor to review or search attachments for relevant information.

1. Program Design and Approach

- 1.1. Provide a statement that Offeror has read, understands, and accepts the Exhibit A- Statement of Work (SOW). If Offeror does not accept all portions of the SOW, then provide a marked up redline version of the SOW that provides applicable alternative language along with an explanation to support any alternative standards/language being proposed. Failure to specifically reject any proposed requirement(s) will be deemed an acceptance of such requirement.
- 1.2. When services begin, identified sites may be fully established or set up in two phases. Describe how Offerors will provide compassionate emergency solutions and pathways to housing as outlined in Exhibit A. In the proposed approach provide sufficient detail to ensure Offeror's approach will effectively and efficiently meet the requirements and outcomes specified in Exhibit A. Focus on:
 - 1.2.1. Approach to meet the goals and objectives, serve the eligible participants including housing navigation that incorporates Housing First, Trauma-informed, Evidence-based, Harm Reduction, and Low-barrier services.
 - 1.2.2. Offeror's approach to provide case management, healthcare services, behavioral health supports, employment, housing navigation, stabilization services and diversion services to participants.
 - 1.2.3. Outreach techniques and efforts to expand services provided to eligible populations
 - 1.2.4. Offeror's understanding and knowledge of the population of focus, offeror's cultural competency and trauma-informed approach in the design and provision of program services.
 - 1.2.5. Challenges and barriers and how they will be overcome.
 - 1.2.6. How Offeror will reduce the length of time that program participants remain homeless.
 - 1.2.7. Provide additional approaches of new and emerging best practices that would be incorporated into the program that would represent value added to the services being performed and overall goal of the program.
- 1.3. Subcontracting:
 - 1.3.1. Offerors are encouraged to partner /sub-contract with other agencies, organizations, property management companies, realty companies, which have a demonstrated history of trust and success delivering services to the focus population. Elaborate how you will leverage and engage in collaborative relationships with these entities to meet the goals and outcomes of the program.
 - 1.3.2. If subcontractor will be used to meet specific requirements of the Statement of Work, include the following information and complete Appendix A (page xx)
 - 1.3.2.1. Fully identify the subcontractor(s), if known at the time of proposal submission, name address and experience serving the population of focus.
 - 1.3.2.2. Describe the services the subcontractor(s) will provide, list the specific program requirements to be met by the subcontractor (s)
 - 1.3.2.3. Describe how services provided by the subcontractor (s) will be evaluated to ensure that all services have been implemented per the SOW.
 - 1.3.2.4. Specify the type of contract or agreement and whether or not the consultant/subcontractor has committed to the contract or agreement.

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1.3.2.5. If entities for the proposed agreements are unknown at the time of proposal submission, explain how they would be solicited and selected; and provide a draft schedule for soliciting, selecting, and entering into the proposed agreements.

1.3.2.6. Explain how Offeror would monitor performance of subcontractor(s).

1.4. Implementation Plan:

1.4.1. Provide an action plan for program implementation. Include a Gantt chart (or similar type of chart) with start dates and completion dates for all the actions leading up to a fully functioning program. The chart should show actions required, strategies employed, responsibilities (persons, organizations, agencies), dependencies (actions which must be completed before subsequent actions may be initiated or completed), and milestones, (significant actions and dates in the implementation) with dates in days and weeks

1.4.1.1. Describe how quickly program will be able to engage participants, when first services will be provided and when the program will be at fully capacity.

1.5. Quality Assurance Plan:

1.5.1. Provide a QA plan that supports the proposed program. Include a description of how your organization will ensure the quality of services provided. The QA plan should include at a minimum, the following:

1.5.1.1. Provide details regarding how the QA plan will be incorporated into your organization policies and procedures.

1.5.1.2. Describe the role of the staff person responsible for oversight of the QA plan.

1.5.1.3. Describe how your organization quality control monitoring procedures will be tracked and reported.

1.5.1.4. Describe how your organization QA plan will identify and respond to problems.

2. Organizational Capability, Experience and Qualifications

2.1. Describe the Offeror's experience within the last three (3) years for implementing the same or similar services described in Exhibit A. Offeror may list up to five (5) contracts that are most recent and relevant to the services in this solicitation, beginning with the most recent, and ending with the oldest of those selected. The description should include:

2.1.1. Detail knowledge and experience in working with the population of focus and in culturally sensitive service delivery.

2.1.2. Dates of operation for each program; the facility name, address, phone number, email address and contract person(s); agency for which the program operated; population of focus; a brief description of services provided; annual and total contract values and population serviced.

2.1.3. Detail your organization's experience working with local government agencies to effectively communicate, collaborate, problem solve, and work towards a common purpose.

2.2. Organizational Framework. Describe how your organization's framework supports program's goals and outcomes and demonstrate value to the population of focus. Include at a minimum the following:

2.2.1. Provide organizational framework including management and proposed staffing and resources and illustrate how the organizational framework is designed to support the program's goals and objectives. Provide an organizational chart to support illustration.

2.2.2. Key Personnel. Provide a list of key personnel who would be involved with performing the services as required in the Exhibit A – Statement of Work.

2.2.2.1. Include their main role, responsibility for the project, and indicate if their position is or is not full time (if not full-time, identify the portion of a full-time position, such as 0.75, 0.5, etc.).

2.2.2.2. Include a resume that demonstrates each individual's qualifications. Resume should include relevant experience, education, licenses, registrations, certifications, and any language proficiencies (resumes should be no more than one (1) page). DO NOT include any personal information on resumes such as social security numbers, home addresses, personal phone numbers, personal email addresses, etc.

2.2.2.3. Staffing should include people with lived experience.

2.2.3. Staff Training: Describe how your organization will ensure staff will meet the training requirements listed in Section 7 of Exhibit A.

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2.3. Linguistic and Cultural Diversity Plan

- 2.3.1. Complete Attachment B, HHSA Cultural & Linguistic Diversity Plan Template, attached as a separate file in BuyNet

3. Organizational Stability and Risk

3.1. Financial Information.

- 3.1.1. Submit documentation demonstrating fiscal solvency and how entity will maintain solvency throughout the contract period. Briefly outline the internal fiscal management process the organization will use to monitor and ensure that County funding and other revenues are adequate to meet program costs.
- 3.1.2. Submit, as applicable, the most current un-audited financial statements, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).
- 3.1.3. Submit, as applicable, the following information for the last three (3) fiscal years. Annual audit report to include:
- 3.1.3.1. Audited financial statements with the applicable notes.
- 3.1.3.2. Independent Auditor’s Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards.
- 3.1.3.3. Independent Auditor’s Statement of Findings and Questioned costs.
- 3.1.3.4. Management Letter (if applicable).
If your organization does not have audited financial statements, submit un-audited financial statements for the last three (3) Fiscal Years, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).
Offeror may submit in place of the requested audited or un-audited financial statements for the last three (3) Fiscal Years as listed above copies of letters issued by the Health and Human Service Agency (HHSA), Agency Contract Support (ACS) verifying receipt of audited or unaudited financial statements for the last three (3) fiscal years.
- 3.1.4. Systems/Accounting Information Accounting System:
- 3.1.4.1. Describe your organizations’ accounting system and its protocols to be utilized to meet the appropriate and applicable accounting and invoicing requirements as provisioned in Exhibit C-Payment Schedule, Accounting/System Requirements.
- 3.1.4.2. Provide documentation that the organization has sufficient reserves to maintain the program for sixty (60) days. Documentation may include cash and/or credit reserves.
- 3.1.4.3. Cost Allocation Plan: Provide a cost allocation plan for the agency that identifies how administration costs and other shared costs are allocated between programs, in accordance with the Office of Management and Budget Circulars located within the applicable Code of Federal Regulations. Describe the methodology for determining indirect and administrative costs.
- 3.1.5. Federally Approved Indirect Rate: If your organization has a federally approved indirect rate, provide a copy of your organization’s current federally approved indirect rate authorization.
- 3.1.5.1. If Offeror does not have a federally approved indirect rate, describe the methodology for allocation indirect costs.

3.2. Litigation History

- 3.2.1. If applicable, provide a description of any litigation and the resolution in the past five (5) years related to Offeror’s performance. Provide a brief explanation of the reasons for the actions, their status, how they were resolved, and if there were any penalties, fines, or other actions taken.
- 3.2.2. Provide a copy of a letter from Offeror’s attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent fiscal year.
- 3.2.3. List information concerning the status of any lawsuits and pending litigation of Offeror and principals thereof, and a description of any litigation active in the past five (5) years related to Offeror’s past performance under contracts similar to the one proposed in this RFP.

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- 3.2.4. Explain if Offeror, or any of its officers, are presently the subject of any investigation, accusation, or charges by any federal, State, or local law enforcement agency; or licensing/certification body as certified in Paragraph 4.2.3 of the Representations and Certifications form in this packet.
- 3.3. Corrective Actions /Non-Compliance
- 3.3.1. Provide a summary and documentation of contract performance and your organization’s compliance for the last three (3) years:
- 3.3.1.1. List all corrective actions issued, the agency issuing non-compliance, why the corrective actions were issued, the required corrective timelines, and resolutions. (Include in-depth invoice reviews, medical records reviews, corrective action notices or similar related reviews)
- 3.3.1.2. Provide history of all programs on a required Corrective Action or contract risk report over the past three (3) years including program name, reason for corrective action, and length of time on corrective action.
- 3.3.1.3. Provide a detailed listing of any breach or noncompliance, failure, or refusals to complete a contract; information on early termination and details of all liquidated damages assessed by an entity during the last three (3) years.
- 3.4. References. Provide a minimum of three (3) business references for the Offeror’s most relevant similar projects or programs within the past five (5) years. County staff will verify the information provided. Each reference should be summarized in no more than one (1) page and should include the following:
- 3.4.1. Reference organization’s name, address, phone number, email address.
- 3.4.2. Contact person(s) representing the reference organization, title, phone, and e-mail address.
- 3.4.3. Brief statement of the organization’s relationship to your organization and the period of the relationship.
- 3.4.4. A summary that includes: the services provided; contract term and budget; if the services were completed within the original contract term and budget (if applicable, explain reason for any budget increases or delays); problems encountered and resolutions; program objectives and results.
- 3.4.5. If previous work was not similar, list three (3) business references who can attest to Offeror’s competency.
- 3.4.6. If an Offeror lists a non-HHSA County of San Diego Contracting Officer’s Representative (COR) or Health and Human Service Agency (HHSA) staff member as a reference, the Source Selection Committee (SSC) shall rely upon compliance and performance history provided by Agency Contract Support (ACS).

4. Acceptance of Terms and Conditions and Insurance

- 4.1 The Terms and Conditions have been provided as part of the RFP. Your organization should respond to these documents including Terms and Conditions and Definitions in RFP, in accordance with the procedures and format set forth below.

- 4.2 Confirm (YES/NO) Yes No your organization’s acceptance of the proposed County standard terms and conditions and insurance requirements as presented in the RFP.

If NO, provide a detailed paragraph-by-paragraph, contract clause-by-contract clause description of any issues or concerns that your organization may have with the documents listed. If your organization objects to a particular paragraph or clause, then your organization will need to further describe, in business terms and not in proposed language, the nature of its concern and what terms your organization is willing to accept. The Exception List shall provide the reason or rationale supporting the item of concern and/or counter response. Simply stating that a paragraph or clause is "Not Acceptable" or proposing alternative contract terms without describing in business language the reason or rationale may be considered acceptance of that paragraph or clause. If your organization does not identify specific concerns with a particular paragraph or clause, the County will consider the paragraph and/or clause acceptable. Your organization shall also provide a description of the business benefit to the County for the proposed language changes. Your organization shall provide a Redlined (track changes) copy of Exhibit - Terms and Conditions.docx reflecting the proposed revision

The County will favor a response that contains a minimal number of exceptions to the requirements and Terms and Conditions contained in the RFP. Should you take exception(s) to the contract, you understand that the County may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make your organization’s response to the solicitation unacceptable.

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No Standard Offeror Form Contracts – Do not provide a copy of your organization’s standard contract to the County. The County will be using the enclosed “Terms and Conditions” in negotiations with your organization. Your organization will be deemed to have accepted any terms and conditions of the Contract to which it does not take exception in its proposal, and such accepted terms and conditions will not be subject to further negotiation.

5. Cost/Price

- 5.1 Offeror to complete and submit Exhibit C, Payment Schedule for all years of the contract. Pricing shall be inclusive and account for operational and overhead expenses, staffing, materials, and any additional expense necessary to meet the service delivery requirements of the program as described in Exhibit A, Statement of Work.
 - 5.1.2. The estimated allocation for services for Lot One for the initial term (1 year) is \$900,000, Option Year 1 is \$900,000, Option Year 2 is \$900,000, subject to the availability of funding.
 - 5.1.3. The estimated allocation for services for Lot Two for the initial term (1 year) is \$800,000, Option Year 1 is \$800,000, Option Year 2 is \$800,000, subject to the availability of funding.
 - 5.1.4. Offeror shall submit a completed Exhibit C, Payment Schedule. Pricing shall be inclusive and account for operational and overhead expenses, staffing, materials, and any additional expense necessary to meet the service delivery requirements of the program as described in Exhibit A, Statement of Work.
 - 5.1.4.1. Contracts will be paid on a cost reimbursement basis. Offeror shall complete and provide separate annual budgets utilizing Attachment A, Budget Template separately posted on BuyNet for each of the four (4) contract terms: initial term, Option Year 1, Option Year 2, Option Year 3, and Option Year 4. The budget(s) should reflect all staffing, operational, subcontracting, and overhead expenses necessary to meet the service delivery requirements of the program as described in Exhibit A, Statement of Work.
 - 5.1.4.2. Offerors shall ensure that cost of living, merit, or anniversary increases are included when each position’s monthly or hourly rate per contract’s fiscal year are budgeted. It is recommended that the Offerors establish and list a salary range (e.g., \$2,450- \$2,800). The range must be realistic and conform to industry standards for each position.
- 5.2 Offeror shall submit a separate budget for the Start-Up Allocation. Start-Up funding shall be subject to negotiations and shall be at the sole discretion of the County of San Diego. Subject to availability, Start-Up funds shall be limited to a new provider of the service or program that is awarded the contract and shall be for the initial term of the contract and is not to exceed 10% of the initial contract amount, or whichever is lower. Start-up funds shall be spent within the first 180 days after contract execution. Any exceptions must be approved in advance by COR.
 - 5.2.1. Description of start-up fund activities: Describe in detail how the Offeror plans to utilize start-up funds, including a start-up expenditure timeline.
 - 5.2.2. At the end of the three (3) month period, an evaluation of the start-up costs expenditures will be made, and remaining start-up funding may be rescinded at that time.

Examples of expenditures that may be approved include:

- A. Costs of staff hiring
- B. Initial staff training and development related to a new program or operation (ongoing training and development should be included in the annual operating budget)
- C. Minor equipment
- D. Supplies and materials
- E. Licenses and permits
- F. Tenant improvements

Start-up funds will not be used:

- A. To supplant or supplement ongoing or routine operating expenses
- B. For ongoing or routine program activities
- C. To improve an existing program or service

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6. Byrd Anti-Lobbying Amendment Certification: Confirm (YES/NO) Yes No

- 6.1 Offeror certifies that it and its subcontractors will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. List as a disclosure any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Offeror or Offeror's subcontractors

END OF SUBMITTAL ITEMS

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PROPOSAL COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Proposal

DESCRIPTION

Request for Proposals (RFP) 12262
 Check the box for the lot you are proposing for below. A separate proposal must be submitted per lot.
 Lot 1 – Magnolia Avenue
 Lot 2 – Bancroft Drive

Compassionate Emergency Solutions and Pathways to Housing – Safe Parking Services

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

Company/Organization Name

Address
 ()

Telephone Number

Website Address
 ()

Fax Number (optional)

County communications to Offeror regarding this RFP will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Authorized Representative Name

Authorized Representative Title

Authorized Representative Email Address
 ()

Authorized Representative Telephone Number

Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC)
 (if different from Authorized Representative)

POC Name

POC Title

POC Email Address
 ()

POC Telephone Number

POC Mailing Address

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this proposal on behalf of the Offeror listed above; that all of the RFP instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

Authorized Representative Signature

Date

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed, and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

For-profit Non-profit Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, Offeror certifies it is not a non-profit that has entered into a subcontract relationship with a related for-profit entity where an interlocking directorate, management, or ownership relationship exists, except as disclosed on an attached list. All awards of contracts disclosing such relationships must be approved by the Board of Supervisors.

List Attached? Yes

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? Yes No

3.2. Are you certified by the State of California as a:

Disabled Veteran Business Enterprise (DVBE)

Certification #: _____

Small Business (SB, SB-PW, MB, etc.)

Certification #: _____

3.3. Are you certified by the federal government as a:

Veteran Owned Small Business (VOSB)

Certification # _____

Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this certification been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice.

4.2. Except as allowed for in Section 4.2.6, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification.

4.2.2 Are presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

4.2.3 Are proposed for debarment by any state, local, or federal department or agency.

4.2.4 Have a judgment rendered against them by a body described in 4.2.2 that is unsatisfied.

4.2.5 Have within a three (3) year period preceding this certification (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 4.2.2 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

4.2.6 If Offeror is unable to certify any of Sections 4.2.1 through 4.2.5, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____ Signature: _____ Date: _____

Title: _____ Company/Organization: _____

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NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego

(“County”) and Offeror Company/Organization Name: _____
 (“Offeror”) with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror’s submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled “*EXHIBIT – CONFIDENTIAL/PROPRIETARY*” containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County’s ongoing non-disclosure of Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror’s representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as “Claims”), related to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs, which arise out of or are in any way connected to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	_____
Authorized Representative Name:	_____
Authorized Representative Title:	_____
Signature: _____	Date: _____

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DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at <https://www.sandiegocounty.gov/content/sdc/cob/ocd.html> . The County DVB program recognizes the State of California DVBE certification, which may be found at <http://www.dgs.ca.gov/PD> and the federal SDVOSB certification, which may be found at <https://www.va.gov/osdbu/verification/> .

For this solicitation:

Bidder/Offeror (Offeror) must meet or exceed a 3% DVB Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVB Subcontractor Participation Summary and DVB Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. Only contractors that will perform a commercially useful function as defined by California Military and Veterans Code Section 999 or successor statute shall be used in the calculation of DVB Subcontractor Participation.

If the DVB Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVB Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVB Subcontractor Participation goal in the event that all or part of the DVB Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVB Subcontractor Participation Plan. Offeror's failure to provide adequate evidence of meeting or exceeding the 3% DVB Subcontractor Participation goal or adequate evidence of showing a good effort to do so, either in submitting this DVB form or if the County makes a subsequent request for evidence, may be grounds for disqualification from Contract award.

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DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

All Offerors must complete this section
Offeror:
Offeror's Representative:

Exemptions (complete only if Offeror qualifies for one of the exemptions below)
Offeror is exempt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:
<input type="checkbox"/> Government agency
<input type="checkbox"/> Nonprofit organization
<input type="checkbox"/> Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California small/micro business certification #: _____
<input type="checkbox"/> Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a:
<input type="checkbox"/> DVBE - State of California certification #: _____
<input type="checkbox"/> VOSB - U.S. VA certification #: _____
<input type="checkbox"/> SDVOSB - U.S. VA certification #: _____

DVB Compliance (complete if Offeror claimed no exemption above)
<input type="checkbox"/> Offeror will self-perform 100% of the services.
<input type="checkbox"/> Complete and attach DVB Subcontractor Participation Plan
<input type="checkbox"/> Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVB Subcontractor Participation goal)

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL ON THE DUE DATE

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DVB SUBCONTRACTOR PARTICIPATION PLAN

Offeror: _____ Offeror Representative: _____

Project Title: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER, CERTIFICATION, AND CERTIFICATION NUMBER OF DVB TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVB
		Name: Address: Telephone #: Certification: Certification #:	
		Name: Address: Telephone #: Certification: Certification #:	
		Name: Address: Telephone #: Certification: Certification #:	
		Name: Address: Telephone #: Certification: Certification #:	
		Name: Address: Telephone #: Certification: Certification #:	
TOTAL AMOUNT TO CERTIFIED DVB			\$

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet ____ of ____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVB}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
$\frac{\text{_____}}{\text{_____}} \times 100 = \text{_____}\%$	Submit Documentation of Good Faith Effort if goal is not met.

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL ON THE DUE DATE

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DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBS that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVB Firm	Certificate (DVBE/SDVOSB)	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVB Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVB firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

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Identification of: (1) All DVBs that submitted bids/proposals, (2) The qualifying certification (DVBE or SDVOSB), (3) Nature of work/supplies/services offered that are not accepted, (4) Dollar amounts of the DVBs bids/proposals not accepted, (5) Subcontractors and/or suppliers that will be used instead of the DVBs, (6) Dollar amounts of these subcontractors and/or suppliers’ bids/proposals, and (7) The reason for the bidder/offeror not accepting the DVB’s bid/proposal. Use additional sheets if necessary.

Name of DVB (1)	Certification (DVBE/SDVOSB) (2)	Nature of Work (3)	DVB Bids/Offer(\$) (4)	Subcontractor/ Supplier to be used (5)	Bid/Proposal Amount Accepted (6)	Reason Not Accepted (7)

Sheet ____ of ____ (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL ON THE DUE DATE

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DRAFT AGREEMENT

RFP 12262

**COMPASSIONATE EMERGENCY
SOLUTIONS AND PATHWAYS TO
HOUSING – SAFE PARKING SERVICES**

**DRAFT
AGREEMENT**

INCLUDES:

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

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DRAFT AGREEMENT

This agreement (“Agreement”) is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and [# *enter full corporate title, describe company, located at (complete address)*] (“Contractor”), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors Minute Order No. 14, February 8, 2022, authorized the Director of Purchasing and Contracting, to award a contract for Compassionate Emergency Solutions and Pathways to Housing – Safe Parking Services.
- B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1, Exhibit B Insurance Requirements, and Exhibit C Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 **Contractor’s Representative.** The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 “Termination for Default” if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor’s employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 **Contractor’s Agents and Employees or Subcontractors.** Contractor shall obtain, at Contractor’s expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor’s Representative, or under Contractor’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s agents, employees subcontractors, or consultants; to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

- 1.4.1 “Related Subcontract” means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement.

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Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms of representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. “Related Subcontractor” means an individual or entity holding or performing a Related Subcontract.

- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor’s relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors’ compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
 - 1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
 - 1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.
- 1.5 Offshore Prohibition. Except where Contractor obtains the County’s prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
- 1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business (“DVB”) requirements and forms, such requirements and Contractor’s submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor’s DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor’s compliance with such requirements.
- If in County’s determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.
- 1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the “Statement of Work” attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.1.1 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor’s project.
 - 2.1.2 Health Insurance. If Contractor provides direct services to the public under this Agreement, Contractor shall ask if clients and any minor(s) for whom clients are responsible have health insurance coverage. If the response is “no” for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.
 - 2.1.3 Behavioral Health Services Funding Source Requirements. Contractor shall adhere to all Behavioral Health Services policies and requirements, and any modifications thereof, applicable to the type of work performed and funding source(s) involved. The terms of this Agreement shall take precedence over any conflicting terms in such policies and requirements,

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and Contractor shall promptly notify the COR upon discovery of any such conflict. Such policies and requirements can be found at <https://optumsandiego.com/> and include, but are not limited to, the following:

- 2.1.3.1 Mental Health Services
 - 2.1.3.1.1 Organizational Provider Operations Handbook (OPOH)
 - 2.1.3.1.2 Financial Eligibility and Billing Procedures – Organizational Providers Manual
- 2.1.3.2 Substance Use Disorder Services (Alcohol and Drug Services)
 - 2.1.3.2.1 Substance Use Disorder Provider Operations Handbook
 - 2.1.3.2.2 Drug Medi-Cal Billing Manual
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor’s employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor’s employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 Contractor shall repair or replace, at Contractor’s expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County’s option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder (“Transitioning Services,”), the County may elect to have such services, substantially similar services, or follow-on services (“Disentangled Services”) performed by County or one or more separate contractors (“Replacement Provider”). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services (“Disentanglement”) without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor’s Disentanglement that shall not lessen in any respect Contractor’s Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply,

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no more than Contractor’s costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor’s obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County’s reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations (“Specific Obligations”):

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor’s failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor’s possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County’s site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS “The Uniform Guidance,” which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements, including American Rescue Plan Act (ARPA) funds. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County’s fiscal year runs from July 1 through June 30 (“County Fiscal Year”).

4.1.2 Cost Allocation Plan. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.

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- 4.1.3 Agreement Budget. The COR may make Administrative Adjustments to the budget as long as the total budget does not exceed the compensation specified on the Signature Page.
- 4.2 Compensation. For cost-reimbursement Services, the County will reimburse the actual allowable, allocable, necessary, and reasonable costs incurred in accordance with this Agreement (including the established budget), generally accepted accounting principles, good business practices, and the cost principles published by the federal Office of Management and Budget (OMB) (“Allowable Costs”). Where non-cost-reimbursement work (fixed price, labor hour, time and materials, etc.) is also provided for in this Agreement, Contractor shall be entitled to compensation as set forth below:
- 4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule (“Services”). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement (“As-Needed Services”).
- 4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule (“Reimbursable Expenses”), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.
- 4.2.1.2 Where travel, lodging, or meal expenses (“Travel Expenses”) are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.
- 4.3 Invoices.
- 4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month
- 4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.
- 4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable.
- 4.3.2.2 Contractor invoices shall include the following language:
- I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.
- 4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.
- 4.3.4 Contractor invoices for Allowable Costs must be complete, containing all claimed costs for the invoiced period of performance, unless authorized in writing by COR, previously invoiced in accordance with Agreement, or otherwise specifically allowed for in this Agreement.
- 4.3.5 Final Fiscal Year-End Settlements. Contractor shall submit the final invoice for Services performed during each County Fiscal Year no later than the settlement date established by COR or each department, but in no event later than 60 calendar days from (i) the end of each County Fiscal Year or (ii) the expiration or termination of this Agreement. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that County Fiscal Year after this date.
- 4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).
- 4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.
- 4.6 Prompt Payment for Vendors and Subcontractors

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- 4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.
- 4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:
- 4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and
- 4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.3.1 above.
- 4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.
- 4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.
- 4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:
- 4.8.1 Missing Information. Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.
- 4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County
- 4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.
- 4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.
- 4.8.5 Wage Theft. Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.
- 4.9 Disallowance. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.12 Availability of Funding. The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.

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- 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.
- 4.14 Revenue Sources. Federal or other funding source amounts listed in the Agreement or the budget are preliminary estimates and shall not limit the County's use of specific funding sources that vary from the preliminary estimates, provided that such payments do not exceed the total Agreement amount.
- 4.15 Program Income. Program Income as defined in 2 CFR §200.1 shall be administered in accordance with 2 CFR §200.307 and shall be reported at the end of the Initial Term of the Agreement and each Option Period. All use of Program Income requires written County approval.
- 4.15.1 Unless otherwise required by federal, State, or other funding source requirements, Program Income earned after the period of performance of this Agreement shall be utilized in support of the same or similar goals and objectives, preferably under an agreement between County and Contractor.
- 4.16 Incentive/Bonus/Performance Payments. Contractor shall not use any funds paid under this Agreement for employee incentive or bonus programs or structures, for employees at any level, unless such payments are within Contractor's normal compensation policy and are based upon objective measurements of performance that include compliant and ethical conduct. Contractor agrees to provide information to the County on the formula or criteria used to calculate such payments upon request.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").
- 5.2 County's Agreement Administrator. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.
- 5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.
- 5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements, that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.
- 5.3 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
- 6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor
- 6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.
- 6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property.

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Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 “Disputes”. However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

- 6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

- 7.1 Termination for Default. In the event of Contractor’s breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.
- 7.1.2 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor’s response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.
- 7.1.3 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.
- 7.1.4 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.
- 7.1.5 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 “Termination for Convenience.”
- 7.2 RESERVED
- 7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.
- 7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination (“Incomplete Work”). Contractor may, at County’s option, be required to complete some or all Incomplete Work during Disentanglement.
- 7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:
- 7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.
- 7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.
- 7.5.3 County’s termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:
- 7.5.3.1 Fraud, waste, or abuse of Agreement funds, or
 - 7.5.3.2 Improperly submitted claims, or
 - 7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.3.4 Any breach of any term or condition of the Agreement, or
 - 7.5.3.5 Any actions under any warranty, express or implied, or

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- 7.5.3.6 Any claim of professional negligence, or
- 7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

7.5 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor or Contractor’s employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County’s patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual’s race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

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- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.9.1 Byrd Anti-Lobbying Amendment. In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered Federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-Federal funds that takes place in connection with obtaining any covered Federal award.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Audit Requirement.
- 8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and
- 8.12.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.
- 8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:

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- 8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County’s Board Policy C-25 and the above prohibitions.
- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County 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 purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County’s failure to comply with, or violation of, any Environmental Law. As used in this section, the term “Environmental Laws” means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called “common law”), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term “Hazardous Materials” means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.
 - 8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.
 - 8.15.1.1 Contractor agrees to report each violation to the County (and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency) and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include this requirement in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
 - 8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
 - 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and
 - 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
 - 8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

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- 8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.
- 8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.
- 8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.
- 8.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.16.3 Debarment and Suspension.
- 8.16.3.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 8.16.3.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 8.16.3.3 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
- 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal,

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State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

8.22 Prevailing Wage. Reserved.

8.23 Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women’s business enterprises, and labor surplus area firms by:

8.23.1 Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

8.23.2 Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

8.23.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

8.23.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

8.23.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8.24 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323 and shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements.

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

8.24.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

8.24.1.2 Meeting contract performance requirements; or

8.24.1.3 At a reasonable price.

8.24.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.24.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, including the following:

8.24.3.1 For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

8.25 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

8.25.1 “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

8.25.2 “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.26 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:

8.26.1 Procure or obtain;

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- 8.26.2 Extend or renew a contract to procure or obtain; or
- 8.26.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 8.26.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 8.26.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 8.26.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
 - 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor.
 - 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
 - 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
 - 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
 - 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
 - 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:
 - 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

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- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as “Claims”), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor’s defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys’ fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County’s use of the same is, or in Contractor’s or County’s opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County’s other rights and Contractor’s obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

- 10.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor’s and its insurer’s requirements under this section 10.2 and Exhibit B.

ARTICLE 11
AUDIT AND INSPECTION

- 11.1 Audit and Inspection.
- 11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights (“Audit and Inspection”):
- 11.1.1.1 to monitor, assess, and evaluate Contractor’s performance under this Agreement;
- 11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and
- 11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

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- 11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor’s performance.
- 11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.
- 11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in “Government Auditing Standards,” published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.
- 11.2 External Audits. Contractor shall provide the following to the COR:
- 11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. Contractor shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.
- 11.2.3 a copy of Contractor’s response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.
- 11.2.4 a copy of all responses made by a federal or State representative to a Contractor’s audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.
- 11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor’s performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 15 “Disputes,” or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.
- 11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.
- 11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County’s request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.
- 11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 12
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the

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total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 **Findings Confidential.** Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement
- 13.2 **Ownership, Publication, Reproduction and Use of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 **Confidentiality.** Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 **Public Records Act.** The California Public Records Act (“CPRA”) requires County to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County’s notice. Contractor’s request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor’s request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County’s decision whether to withhold and/or redact pursuant to Contractor’s written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County’s withholding and/or redacting of records pursuant to Contractor’s request. Nothing in this section shall preclude Contractor from bringing a “reverse CPRA action” to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 **Custody of Records.** Contractor shall deliver to County or its designee, at County’s request, all documentation and data related to Contractor’s work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor’s client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.
- 13.6 **Reports.** Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 **Recitals.** This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, ***as applicable***:

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- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as “HIPAA;”
- 14.1.2 County agreements with the State of California, collectively referred to as “State Agreements” and posted on the County’s website at: www.cosdcompliance.org, including:
 - 14.1.2.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
 - 14.1.2.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
 - 14.1.2.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
 - 14.1.2.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
 - 14.1.2.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
 - 14.1.2.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
 - 14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
 - 14.2.2 “Business Associate,” when applicable, shall mean the Contractor.
 - 14.2.3 “County PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 14.2.4 “County PI/PII” shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
 - 14.2.5 “Covered Entity,” when applicable, shall mean the County.
 - 14.2.6 “Security incident” shall have the same meaning as defined by the State Agreements.
- 14.3 Responsibilities of Contractor.
 - 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
 - 14.3.2 Safeguards. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
 - 14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
 - 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
 - 14.3.5 Cooperation with County.
 - 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
 - 14.3.5.2 Contractor will assist County regarding individual’s access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
 - 14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
 - 14.3.6.1 Initial Report.

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- 14.3.6.1.1 Contractor shall email County Contracting Officer’s Representative (COR) and HHS Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
- 14.3.6.1.2 Contractor shall email COR and HHS Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3 Contractor shall additionally submit an online County “Privacy Incident Report” through the online portal at www.cosdcompliance.org within one (1) business day for all breaches and suspected security incidents.
- 14.3.6.2 **Investigation Report.** Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County’s “Privacy Incident Report” online form.
- 14.3.6.3 **Notification.** Contractor will comply with County’s request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 **Designation of Individuals.** Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 **Termination.** Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners’ judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County’s ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

- 16.1 **Change of Control.** Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor’s assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation (“Change of Control”) at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.
 - 16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.
- 16.2 **Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor’s assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void
- 16.3 **Entire Agreement.** This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

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- 16.4 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.
- 16.5 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.6 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.8 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations set forth in sections 16.1 and 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this

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Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.

16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor’s performance of work under this Agreement (“Complaints”), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual’s criminal history on file in accordance with paragraph 11.4 “Maintenance of Records.”

16.21.2 Definitions

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.3 Volunteer: A person who performs a service willingly and without pay.

16.22 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on ____, 20__ and end on ____, 20__ (“Initial Term”).

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for ____ increments of ____ year(s) (each an “Option Period”), for a total of ____ years beyond the expiration of the Initial Term, not to exceed ____, 20__. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months (“Incremental Options”). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed **[# write out amount] (\$#####)** (“Maximum Agreement Amount”). **[#optional]** Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown.

<i>Initial Term</i>	##/##/#### - ##/##/####	\$ _____
<i>First Option Period</i>	##/##/#### - ##/##/####	\$ _____
<i>Second Option Period</i>	##/##/#### - ##/##/####	\$ _____
<i>Third Option Period</i>	##/##/#### - ##/##/####	\$ _____
<i>Fourth Option Period</i>	##/##/#### - ##/##/####	\$ _____

COR. The County designates the following individual as the Contracting Officer’s Representative (“COR”)

- #Name and Title
- #Address
- #Address
- #Phone and email

CONTRACTOR’S REPRESENTATIVE. Contractor designates the following individual as the Contractor’s Representative.

- #Name and Title
- #Address
- #Address
- #Phone and email

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

COUNTY OF SAN DIEGO:

JOHN M. PELLEGRINO, Director
 Department of Purchasing and Contracting

By: _____
 #NAME
 #TITLE
 #DATE

By: _____
 #NAME
 #TITLE
 #DATE

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EXHIBIT A – STATEMENT OF WORK

1. Background

Over the last several years, the San Diego County Board of Supervisors (Board) has demonstrated its commitment to establishing housing and supportive services that address the needs of people experiencing or at-risk of homelessness. On April 6, 2021 (06) the Board established the Department of Homeless Solutions and Equitable Communities (HSEC) within the County of San Diego (County) Health and Human Services Agency (HHSA). The new department launched on July 1, 2021, and consists of the Office of Equitable Communities, the Office of Immigrant and Refugee Affairs, and the Office of Homeless Solutions. In addition, on October 19, 2021, Supervisor Joel Anderson led the effort to obtain authority to pursue Compassionate Emergency Solutions and Pathways to Housing for people experiencing homelessness in the East County (District 2). The Board further expanded this effort to all districts.

The Board has adopted a framework to operationalize the guiding principles for homelessness that align the existing work throughout the enterprise and the region to assist people experiencing homelessness or at-risk of experiencing homelessness (Nov 2, 2021), with the ultimate goal of ending homelessness. The Framework for Ending Homelessness (Framework) is anchored in five strategic domains: (1) Root Cause and Upstream Prevention, (2) Diversion and Mitigation, (3) Services, Treatment and Outreach, (4) Emergency/Interim Housing and Resources, and (5) Permanent Housing and Support. Additionally, each of the five strategic domains is driven by five key commitments that guide the County’s approach: Person-Centered, Data, Regional Collaboration, Sustainability, and Equity. The Framework encompasses the County’s ongoing work and provides a vision to support forward, collaborative, and impactful progress. This procurement aligns with the Board’s actions described above.

Diverse stakeholder feedback was incorporated in the process of developing this project including persons with lived experience, service providers, community members, neighborhood groups, philanthropy institutions, similar national programs, and staff from local governments. More than 100 individuals provided valuable feedback on ways to provide safe, dignified, and secure emergency solutions and pathways to housing for individuals experiencing homelessness.

- 1.1 ***Live Well San Diego Vision:*** The County of San Diego, Health and Human Service Agency (HHSA), supports the Live Well San Diego vision of Building Better Health, Living Safely, and Thriving. Live Well San Diego, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life. Information about Live Well San Diego can be found on the County’s website and a website dedicated to the vision:

- http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
- <http://www.LiveWellSD.org>

- 1.2 **A Trauma-Informed System:** The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging participants – staff, participants, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing participants and/or families, and promote safety, self-care, and resiliency.

1.2.1 Trauma-Informed Principles include:

- Understanding trauma and its impact on participants
- Promoting safety
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness
- Supporting consumer empowerment, control, choice, and independence
- Sharing power and governance (e.g., including participants and staff at all levels in the development and review of policies and procedures)
- Demonstrating trustworthiness and transparency
- Integrating services along the continuum of care
- Believing that establishing safe, authentic, and positive relationships can be healing
- Understanding that wellness is possible for everyone

- 1.3 **Equity Impact Statement:** The Contractor will provide needed services and housing supports to individuals/families who are disproportionality overrepresented in the homeless system. In general, the incidence of Black, Indigenous, and other Persons of Color (BIPOC) experiencing homelessness mirrors the disparities found at the broader community levels. Any programs

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addressing homelessness have a significant and direct responsibility to ensure they are assessing their impact through a racial and equity lens by collecting, analyzing, and acting on data. Such data may include quantitative or qualitative information that disaggregates sub-groups and highlights ways to reach those who may be underreported or who may underutilize services.

2. Funding

The Program will include the American Rescue Plan Act (ARPA) funds and is required to be operated in compliance with all federal regulations including, but not limited to, 31 CFR Part 35 and 2 CFR Part 200.

3. Contractor Requirements

Contractor shall administer the Compassionate Emergency Solutions and Pathways to Housing (CESPH) Program for the County of San Diego (County) Department of Homeless Solutions and Equitable Communities (HSEC), Office of Homeless Solutions (OHS). CESPH entails providing emergency interventions for persons experiencing homelessness within the County with a focus in the Unincorporated Area, while also providing access to services necessary to secure stable housing. Contractor shall utilize a Safe Parking model with Housing Navigation – a single-site, low-barrier model to address homelessness at no cost to participants – and is encouraged to partner or subcontract with neighborhood-level community organizations that have a demonstrated history of trust and success delivering services among the groups to be served by this contract to enhance the quality of service provision and to leverage and strengthen local neighborhood-based organizations to be able to provide contracted services within San Diego County.

- 3.1 Contractor shall provide a safe, legal, and accessible place for those experiencing homelessness to sleep in vehicles and receive services.
- 3.2 Contractor shall provide compassionate emergency housing solutions through models that incorporate the following approaches:
 - 3.2.1 Housing first
 - 3.2.2 Trauma-informed
 - 3.2.3 Evidence-based
 - 3.2.4 Harm reduction
 - 3.2.5 Low barrier
- 3.3 Contractor shall assist participants in removing housing barriers.
- 3.4 Contractor shall provide on-site access to the following critical services:
 - 3.4.1 Case management
 - 3.4.2 Access to healthcare services
 - 3.4.3 Behavioral health supports
 - 3.4.4 Employment navigation services
 - 3.4.5 Housing navigation services, and
 - 3.4.6 Diversion
- 3.5 Contractor shall connect participants with community resources including, but not limited to:
 - 3.5.1 Libraries
 - 3.5.2 Homeless court
 - 3.5.3 Housing subsidy vouchers
 - 3.5.4 Public benefits
 - 3.5.5 Financial literacy
 - 3.5.6 Budgeting
 - 3.5.7 Employment
 - 3.5.8 Education
 - 3.5.9 Childcare
 - 3.5.10 Legal supports like San Diego Homeless Court and Supplemental Security Income (SSI) advocacy through the Housing Disability Advocacy Program
 - 3.5.11 Other customized supports as requested by the COR.
- 3.6 Culturally and Linguistically Appropriate Services: To ensure equal access to quality services by diverse populations, Contractor shall adopt the Federal Office of Minority Health (OMH) Linguistically Appropriate Services (CLAS) National Standards. The OMH CLAS standards are located at <https://thinkculturalhealth.hhs.gov/clas/standards>.
- 3.7 Contractor shall reduce the length of time that program participants remain homeless.
- 3.8 Contractor shall ensure all enforcement complaints are routed to the Contracting Officer’s Representative (COR) within 24 hours.
- 3.9 Contractor shall join the Community Information Exchange (CIE) Partner Network and work with 2-1-1’s CIE team to maximize CIE utilization to coordinate care for program participants. Contractor shall assist program participants to understand benefits of opting into CIE and integrate intake forms and upload CIE authorization forms. Contractor shall utilize CIE to establish ongoing connections that will continue after the participant has discharged from the program.

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- 3.10 Contractor shall become an authorized Homeless Court Program provider to support participant resolution of issues related to citations, misdemeanors, warrants, child support, etc.
- 3.11 Contractor shall generate and maintain files for each participant and meet all privacy protections of information to ensure confidentiality pursuant to state and federal regulations, Welfare and Institution Codes (WIC), and Health Insurance Portability and Accountability Act (HIPAA) requirements.
 - 3.11.1 Documents containing PHI and PII must be stored in a secure location that is accessible to authorized Contractor staff, the COR and/or designees upon request.
- 3.12 Contractor shall provide participant satisfaction survey(s) upon each participant's exit and share the completed survey(s) with the COR each quarter during the term of the contract, or as otherwise requested.
- 3.13 Contractor shall develop and maintain a Quality Assurance Plan (QAP) which addresses process improvement for service provision, including demonstrating inclusion of the input of people with lived experience in the QAP, and provide the plan to the COR within 90 calendar days of contract execution, or as otherwise requested. Participant feedback shall be included in the plan and improvements documented.
- 3.14 Contractor shall provide Case Management Services that include providing on-site access to case managers to:
 - 3.14.1 Obtain vital documents from participants
 - 3.14.2 Complete initial evaluations
 - 3.14.3 Provide employment supports (either directly or through connection to the regional workforce system)
 - 3.14.4 Provide assistance in obtaining Federal, State, and Local benefits
 - 3.14.5 Provide on-going risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking
 - 3.14.6 Provide information and referrals to other providers as needed
 - 3.14.7 Assisting participants with entry to the coordinated entry system
 - 3.14.8 Monitor and evaluate program participant progress
 - 3.14.9 Assist in developing a housing retention plan to include a path to permanent housing stability
 - 3.14.10 Providing the continuum of care for their assigned participants, ensuring that each participant has a seamless transition, providing care coordination, and minimal gaps in participant care
 - 3.14.11 Provide linkages to appropriate behavioral health, medical care, and other services based on participant needs
- 3.15 Contractor shall provide Housing Relocation and Stabilization Services (Housing Navigation). The primary goal of housing navigation is to plan a path to permanent housing stability for assigned participants. Housing navigation for participants includes:
 - 3.15.1 Rental assistance linkages to housing providers
 - 3.15.2 Family reunification
 - 3.15.3 Shared housing
 - 3.15.4 Accessing low-income housing
 - 3.15.5 Accessing permanent vouchers
 - 3.15.6 Providing participants experiencing homelessness with a wide array of assistance and services while they are successfully referred to, matched to and/or enrolled in permanent housing programs
 - 3.15.7 Working collaboratively with the Coordinated Entry System (CES) and in coordination with other programs
 - 3.15.8 Providing landlord and tenant supports that include housing identification and placement, landlord recruitment and retention, and use creative and flexible approaches to foster meaningful relationships with landlords to quickly secure units
 - 3.15.9 Ensuring that participants are fully supported in the search, application, and physical transition into housing upon exit from emergency housing
 - 3.15.10 Identifying and assisting the participant with securing safe, affordable, and decent permanent housing, including entry into the Coordinated Entry System
 - 3.15.11 Following Housing First policies regarding a participant's voice and choice in final housing selection
- 3.16 Contractor shall establish a budget for flexible funds within 45 days of contract execution, subject to the approval of the COR.
 - 3.16.1 Upon approval, contractor shall administer flexible funds to pay for specialized goods and services to meet participants' imminent needs, such as car repairs, financial assistance for moving costs, rent application fees, traveler's aid, security deposits, car registration fees, hygiene supplies, utility deposits and other basic needs
- 3.17 Contractor shall provide Behavioral Health Management that establishes participant access to licensed professionals either on-site or through linkages to address the cognitive, behavioral, and emotional aspects of mental health and substance use conditions and refer to mainstream providers.
- 3.18 Contractor shall provide Minor Healthcare Assistance that establishes participant access to licensed medical health professionals either on-site or through linkages to test for communicable diseases, tend to minor health concerns and/or injuries, and support participants while in the program with any minor health-related issues.
- 3.19 Contractor shall provide Employment-Related Services that work in conjunction with other social service supports to provide employment supports, education supports, and life skills support with linkages to resources for participants.

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- 3.20 Contractor shall provide Wellbeing Checks that include regular light touch engagement with participants with a focus on social, emotional, physical, mental, and overall wellbeing. Wellness Checks can be completed by any staff member and must be completed a minimum of once every week with at least a daily attempt to reach participants.
- 3.21 Contractor shall provide transportation supports for residents in the form of gas cards, car repairs, or other as appropriate to the site utilizing Flex Funds.
- 3.22 Contractor shall provide at least two (2) meals (hot dinner and breakfast). This shall include meal service and distribution to participants.
 - 3.22.1 Meals provided cannot exceed published General Services Administration (GSA) per diem rates.
- 3.23 Contractor shall provide on-site 24-hour security that includes gate access. Security staff are expected to walk the site regularly, including the outer perimeter area and to engage with community members to educate them on the program if they have questions.
- 3.24 Vehicle Requirements
 - 3.24.1 Vehicles lacking registration or that have expired paperwork shall not preclude a participant from entering the program. Contractor shall ensure that all vehicles in the Safe Parking program site abide by the following vehicle requirements:
 - 3.24.1.1 Are operable
 - 3.24.1.2 Are provided a catch pan for any oil or fluid leakage under the vehicle
 - 3.24.1.3 The participant has or is assisted to gain a valid driver's license
 - 3.24.1.4 The participant has or is assisted to obtain a valid current vehicle registration
 - 3.24.1.5 The participant has or is assisted to gain valid current state mandated vehicle insurance

4. Goals and Outcomes

Contractor shall meet the following goals:

- 4.1 90 percent (90%) of participants shall be offered assessment by a licensed behavioral health professional within the first three business days of placement, either through linkages or on-site.
- 4.2 90 percent (90%) of participants shall be offered assessment by a licensed medical healthcare professional, either through linkages or on-site, within the first three business days of placement.
- 4.3 90 percent (90%) of participants shall be assigned or offered a housing navigator within one business day of placement. Participant's housing assessment and retention plan shall be completed within three business days of placement and be entered into Homeless Management Information System (HMIS).
- 4.4 At least 40 percent (40%) of participants enrolled in the program for at least 30 days shall successfully exit to a more stable housing option, which may include permanent, temporary, or interim housing, reunification with family, etc.
- 4.5 Program shall average a 95% occupancy rate
- 4.6 Sixty percent (60%) of participants accepted into the program shall be persons experiencing homelessness primarily in the Unincorporated Area of the County
- 4.7 Less than 20 percent (20%) of participants shall be terminated (exited involuntarily) due to noncompliance

5. Population Served and the Geographic Service Area

- 5.1 Contractor shall administer CESP for people experiencing homelessness Countywide, with a focus on participants in the Unincorporated areas of San Diego County who are:
 - 5.1.1 Head of household is 18 years of age or older
 - 5.1.2 Families or households consisting of one or more minor children (17 or under) in the legal custody one or two adults who are living together, including, but not limited to:
 - 5.1.2.1 1-parent and 2-parent families
 - 5.1.2.2 Same sex partners
 - 5.1.2.3 Families with intergenerational or extended family members
 - 5.1.2.4 Unmarried couples with children
 - 5.1.2.5 Families that contain adults who are not the biological parents of the children; and
 - 5.1.2.6 Other family configurations.
 - 5.1.3 Placements will be for persons experiencing homelessness and persons who have engaged with the County's homeless outreach teams.

6. Facility/Infrastructure

- 6.1 Lot One is located on Magnolia Avenue, El Cajon, CA 92020. The program site will have two phases.
 - 6.1.1 Phase One for Lot One is the site's current status, which entails the below features:
 - 6.1.1.1 16 vehicle capacity
 - 6.1.1.2 Portable toilets
 - 6.1.1.3 Handwashing stations
 - 6.1.1.4 Fencing and gate

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- 6.1.1.5 Access to wi-fi
- 6.1.1.6 Picnic tables/outside eating space
- 6.1.1.7 Solar lighting
- 6.1.1.8 Services shelter
- 6.1.2 Phase Two for Lot One will entail site improvements completed by the County, anticipated to include, but are not limited to, more permanent restrooms, access to running water, dog relief area, asphalt to level site, access to electricity, security staff booth, office and meeting space and shade awnings/landscaping. When this phase is complete, the County will reimburse Contractor for the utility costs as part of this project; these utilities include water, electricity, and sewer.
- 6.2 Lot Two is located on Bancroft Drive in Spring Valley, CA 91977. The program will have two phases.
 - 6.2.1 Phase One for Lot two is anticipated to include the below features:
 - 6.2.1.1 21 vehicle capacity
 - 6.2.1.2 Portable toilets
 - 6.2.1.3 Handwashing stations
 - 6.2.1.4 Fencing and gate
 - 6.2.1.5 Access to wi-fi
 - 6.2.1.6 Picnic tables/outside eating space
 - 6.2.1.7 Solar lighting
 - 6.2.1.8 Services office and staff bathroom inside a building on-site
 - 6.2.2 Phase Two for Lot Two will entail site improvements completed by the County, anticipated to include, but are not limited to, more permanent restrooms, access to running water, a surface to level site, access to electricity, security staff booth, office and meeting space and shade awnings/landscaping. When this phase is complete, the County will reimburse Contractor for the utility costs as part of this project; these utilities include water, electricity, and sewer.
- 6.3 Site hours of operation are 7 days a week from 5:30 P.M. till 7:30 A.M.
- 6.4 Contractor will report complaints (inside or outside of facility) to COR within 24 hours and upon COR approval, take responsibility for addressing and resolving reasonable pollution, noise, and other controllable complaints from nearby residents regarding the Safe Parking site.
- 6.5 Contractor is responsible for procuring or assuming contracts for any services that are required, such as portable toilet(s), handwashing stations, food services (see section 3.22), transportation services (see section 3.21), etc. Contractor shall be responsible for operations, cleaning, servicing, site maintenance, and other operational costs in addition to contingencies for emergencies such as flood, fire, etc.
- 6.6 Waste Removal and Garbage Collection: Contractor shall provide for waste removal and garbage collection (including recycling) and pest extermination as needed. Participants will maintain their own personal non-congregate spaces (trash, cleanliness, etc.). Staff and participants shall contribute to area upkeep as part of positive neighborhood relationships.
 - 6.6.1 Maintenance and Janitorial Services: Contractor shall provide general site upkeep, site maintenance for all improvements including the fence and gates, buildings, and amenities, and up to daily cleaning/sanitation and emergency cleaning and pumping of all units.
 - 6.6.2 Contractor shall post disclaimers at entrances and exits to site indicating the following:
 - 6.6.2.1 Firearms and illegal weapons may not be possessed on the site
 - 6.6.2.2 Open fires are prohibited
 - 6.6.2.3 Use or possession of prescription drugs, or other substances which are designated controlled substances under Federal Law, without a valid medical prescription in the holder's name, is prohibited on the site. Use or possession of medical marijuana, or recreational marijuana, is prohibited on the Premises even with a valid medical prescription in the holder's name
- 6.7 Contractor shall be responsible for removing graffiti within or on the site. Graffiti removal shall commence within forty-eight (48) hours of discovery.
- 6.8 Contractor shall ensure that no third-party advertising materials or media are present within or on the site.
- 6.9 Contractor shall ensure there is no criminal activity occurring within or on the site.
- 6.10 Hygiene Services: Contractor shall provide on-site access to restrooms, trash refuse and disposal/dumpsters – including recycling, biohazard waste disposal if needed, and access to showers through community linkages.
- 6.11 Contractor shall provide reasonable computer, telephone, Wi-Fi access, and power for charging devices to participants as needed.
- 6.12 Contractor shall allow participants to keep or bring domesticated animals on the site and shall be responsible for the safety of participants and staff.
- 6.13 Contractor shall have the site operational within 45 days of contract execution.
- 6.14 Contractor is expected to have a site evacuation plan in the event of flooding or other emergencies within 45 days of contract execution, to update plan as needed, and have plan approved by COR.
- 6.15 Contractor shall purchase office supplies, chairs, picnic tables, cleaning supplies and other applicable items for site operation with COR approval.

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- 6.16 Contractor shall provide a safety management plan and fire management plan for fire and flood within 45 days of contract execution, to update plan as needed, and have plan approved by COR.
- 6.17 Oversized vehicles (Recreational Vehicles, large vans, etc.) are not permitted on the site.
- 6.18 Contractor shall ensure no cooking inside of or near vehicles utilizing either a burner, microwave, generator, or other tools is permitted on the site.
- 6.19 Contractor shall ensure an annual fire inspection by the County and/or Fire jurisdiction is performed.
- 6.20 Contractor shall ensure annual stormwater compliance inspections are conducted by the County and shall maintain structural best management practices.
- 6.21 Contractor shall employ Harm Reduction practices and principles, subject to any requirements contained in lease agreement.
- 6.22 Contractor shall not change the hours of operation or location without written pre-approval from the COR.

7. Program Procedures and Rules

Within 30 calendar days of contract execution, the Contractor shall provide an operation manual and governance rules for review and approval by the COR. Any changes to the operation manual and governance rules shall be reviewed and approved by the COR. The Operation Manual shall include the following:

- 7.1 Intake Procedures, including communication with OHS
- 7.2 Coordination with HSEC-OHS
- 7.3 Data Entry
- 7.4 Emergency Flexible Funds Eligibility and Management
- 7.5 Gift Cards Eligibility and Management
- 7.6 Participant Program Exits
- 7.7 Participant Termination
- 7.8 Site Storage
- 7.9 Due Process, which should include an independent review process (including complaints and grievances)
- 7.10 Good Neighbor Agreement & Neighborhood Relations Committee (ex. community site visits, periodic neighborhood meetings, etc.)
- 7.11 Volunteer policy and protocol
- 7.12 Use of Housing Needs/Preferences Assessment Tools
- 7.13 Authorized and Unauthorized Site Absences (how long to hold program parking spots)
- 7.14 Animal Care
- 7.15 Pest Control
- 7.16 Cleaning/Sanitation
- 7.17 Although the Contractor has primary authority and oversight of the program, participants are to be given the opportunity to express feedback, provide input, and have influence over the following areas:
 - 7.17.1 Chores and/or collective community cleanings
 - 7.17.2 Noise (quiet hours policies)
 - 7.17.3 Consequences for rule violations
 - 7.17.4 Community conduct rules and regulations
 - 7.17.5 Resident expectations
 - 7.17.6 Conflict resolution
 - 7.17.7 Visitor policies
 - 7.17.8 Loitering
 - 7.17.9 Quality improvement
 - 7.17.10 Participant entry/exit (limiting repeated entry and exits per night)

8. Flexible Funds and Gift Cards

Flexible funds and gift cards are held to the same standards for oversight and monitoring. Flexible funds and gift cards are the same as cash, and therefore must be managed accordingly. Contractor has the responsibility to demonstrate that they have both the systems and processes in place to appropriately safeguard, track and document all flexible funds and gift cards purchased and/or used with HHSA contract funds.

8.1 Flexible Funds

- 8.1.1 Contractor shall ensure flexible funds are available and utilized within the program. Flexible funds are a key strategy to assist and support program participants. Flexible funds are intended to be driven by the program participant's identified need; not all program participants may require or receive flexible funding.
- 8.1.2 Flex funds should directly benefit the participant and contract objectives.
- 8.1.3 Flex funds shall not be used for tobacco, lottery tickets, or alcohol.
- 8.1.4 Flex funds may be used for critical needs and expenses, such as personal hygiene care, public transportation, personal auto expenses, items to support tenancy such as rent, security deposit, first month utilities and other move-in costs, and other purposes as determined by participant's Housing Assessment and Housing Plan.

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- 8.1.4.1 Contractor shall obtain COR pre-approval for each rental or security deposit expense over \$1,600.00 and shall obtain COR pre-approval for all other flex fund expenses over \$500 unless otherwise approved by the COR
- 8.1.4.2 Payments must be made directly to third parties, e.g., landlords, auto repair companies, utility companies, etc. Payments shall not be provided directly to the participants. No cash shall be provided.
- 8.1.5 Contractor shall have adequate internal controls and written policies and procedures in place to mitigate misappropriation of flexible funds. COR shall review and pre-approve these controls and procedures to ensure:
 - 8.1.5.1 Each purchase shall be accounted for and documented by itemized receipt(s), an accurate tracking system, and follow Contractor’s internal purchase policies.
 - 8.1.5.2 Disbursement of each purchased item with flexible funds shall be accounted for by an accurate tracking system, which shall indicate at a minimum for each purchase:
 - 8.1.5.2.1 Recipient’s full name,
 - 8.1.5.2.2 Total amount spent per item purchased,
 - 8.1.5.2.3 Date(s) purchased and disbursed,
 - 8.1.5.2.4 Need justification for purchase,
 - 8.1.5.2.5 Signature of Contractor employee(s) authorized make the purchase and the disbursement, and
 - 8.1.5.2.6 Signature of the Recipient.
 - 8.1.5.2.7 In the rare occasion that recipient is not able to sign, Contractor supervisor countersignature is required.
- 8.1.6 Contractor shall ensure that only authorized staff are able to see the information stored in Contractor’s tracking system and/or signature logs, that participants’ names or other identifying information cannot be seen or accessed by other participants, recipients, or any other unauthorized persons.
- 8.1.7 Contractor shall retain and provide upon request all back-up documentation for expenses on monthly invoices. Purchase receipts (itemized), tracking logs, COR pre- approvals, and internal policies shall be retained and made available for COR review and inspection at any time.
- 8.2 **Gift Cards**
 - 8.2.1 Gift card purchases shall be pre-approved for each contract year, in writing by the COR upon receipt of sufficient written justification for the cards from the contractor. The written justification shall include the number of gift cards and total dollar value of gift cards to be purchased. Gift cards should directly benefit the participant and contract objectives.
 - 8.2.2 Gift cards that are not used or disbursed at the end of their original approved contract year, must be justified and pre-approved again prior to being used in the next or any future contract years (i.e., gift card purchases and disbursements must be approved for each contract year).
 - 8.2.3 Contractor shall have adequate internal controls and written procedures in place to mitigate misappropriation of gift cards including:
 - 8.2.3.1 Current contract year justification and pre-approval prior to being purchased or used in the current contract year.
 - 8.2.3.2 Gift cards must be accounted for by receipts, a tracking system, and follow Contractor’s internal purchase policies.
 - 8.2.3.3 When disbursed, are accounted for by a tracking system that includes, but is not limited to, the following:
 - 8.2.3.3.1 Recipients full name
 - 8.2.3.3.2 Gift card amount
 - 8.2.3.3.3 Date gift card was disbursed, and
 - 8.2.3.3.4 Two full signatures, one of which must be a contractor employee. When both signatures are those of contractor employee, one must be a supervisor.
 - 8.2.3.4 Expense reimbursements shall only be for gift cards that have been disbursed or used appropriately during the current contract period. Records to support the use of gift cards shall be available for site visits and/or in-depth invoice review visits.
 - 8.2.3.5 Gift cards shall be maintained in a secured and locked environment that is accessible only to designated contractor employees.
 - 8.2.4 Unused gift cards at the end of the prior contract year shall receive a new pre-approval from the COR through the Contractor’s submission of a new request and justification before reimbursement will be considered for the current year.

9. Participant Referrals and Enrollment

- 9.1 Referrals will only be accepted via County of San Diego, Office of Homeless Solutions (OHS), outreach teams and based on site availability, people experiencing homelessness shall be accepted into the program as space permits.
- 9.2 Contractor shall manage a program waitlist for prospective participants in collaboration with the OHS outreach team.
- 9.3 Space shall be available should referred participants do not utilize services after 72 (seventy-two) hours.

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- 9.4 Walk-in, drive-up, and any other self- referrals will not be accepted.
- 9.5 Following the County’s referral of an eligible participant enrollment, Contractor shall complete intake paperwork and collect all demographic data for reporting.
- 9.6 Contractor shall ensure the appropriate channels are in place to receive and respond to referral contacts via encrypted email, other encrypted platform, and/or phone in order respond to individuals seeking emergency housing seven days a week, suggested from 7 a.m. to 7 p.m. Hours may be negotiated or updated by the COR and Contractor. All individually identifiable information pertaining to HHSA clients shall be securely transmitted and stored.
- 9.7 A participant’s previous participation in the program shall not preclude their re-entry to the program.
- 9.8 Contractor shall be prohibited from enforcing or utilizing any form of Do Not Return list precluding previously exited participants from returning to the shelter upon meeting requirements. Any exceptions shall be made in consultation with the COR.
- 9.9 Contractor shall enter participant information and/or data into the HMIS within 24 hours
- 9.10 Contractor shall employ Housing First practices including written notification of their Housing First Policy.

10. Staffing

- 10.1 Contractor shall provide a minimum of two staff members on site from 5:30 p.m. – 9:30 p.m., with one being security personnel. County will not pay differential rates for after-hours staffing.
 - 10.1.1 Security personnel shall be present 24 hours
- 10.2 Key Personnel: Contractor shall provide County with an organizational chart and resumes identifying key personnel within 30 days of contract execution. Organizational chart shall include contact information and reporting relationships.
- 10.3 Contractor shall notify the COR within seventy-two (72) business hours when there is a change to Key Personnel.

11. Training. Contractor shall ensure all staff, including security staff, are trained in the following subjects:

- 11.1 Trauma-Informed Care Practices
- 11.2 Housing First
- 11.3 Cultural Competency/Cultural Humility
- 11.4 Fair Housing
- 11.5 Mediation
- 11.6 Diversion
- 11.7 Mental Health First Aid
- 11.8 Evidence-based Practices and Cultural Awareness in Serving Specific Populations:
 - 11.8.1 Older Adults
 - 11.8.2 Persons Living with Disabilities
 - 11.8.3 LGBTQ+
 - 11.8.4 Black, Indigenous, and Persons of Color (BIPOC)
- 11.9 CPR certification, use of NARCAN (Naloxone) and other emergency medical protocols
- 11.10 Other relevant trainings identified by the COR.
- 11.11 Contractor shall provide proof of training within 45 days after contract execution and within 45 days of new staff hiring.

12. Data Collection, Management and Reporting

- 12.1 Contractor shall conduct evaluative measures with participants including, but not limited to, surveys, focus groups, and one-on-one or group listening sessions, to ensure program success as requested by COR. Results of such evaluative measures shall be provided to COR within 48 hours.
- 12.2 Contractor shall report serious incidents and unusual occurrences to the COR within 24 hours.
- 12.3 Contractor shall report data daily, monthly, or as requested by the COR. The data submitted shall include the following unless modified by the COR, but is not limited, to:
 - 12.3.1 Daily Data Reports (to be provided no later than 7 am daily, for prior evening’s efforts)
 - 12.3.1.1 Total number of available spaces for referral purposes.
 - 12.3.1.2 Total number of spaces occupied.
 - 12.3.1.3 Total number of households referred.
 - 12.3.1.4 Total number of households enrolled, to include:
 - 12.3.1.4.1 Total number of participants enrolled.
 - 12.3.1.5 Number of households in wait list.
 - 12.3.2 Weekly Data Reports (to be provided to COR no later than Tuesday of the following Monday through Sunday week)
 - 12.3.2.1 Participants enrolled, to include:
 - 12.3.2.1.1 First and last name
 - 12.3.2.1.2 HMIS ID
 - 12.3.2.1.3 HMIS Household ID
 - 12.3.2.1.4 Date of Birth

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- 12.3.2.1.5 Gender
- 12.3.2.1.6 Race
- 12.3.2.1.7 Ethnicity
- 12.3.2.1.8 Sexual Orientation
- 12.3.2.1.9 Household composition including number of members and relationship to each other
- 12.3.2.1.10 Zip code where the participant “resided” prior to enrolment
- 12.3.2.1.11 Type of homelessness the participant experienced prior to coming to the safe parking site (unsheltered, emergency shelter, first time homeless, et c.)
- 12.3.2.1.12 Meal received (dinner, breakfast)
- 12.3.2.1.13 Date of completion of participant’s housing assessment
- 12.3.2.1.14 Date of completion of participant’s retention plan
- 12.3.2.1.15 Date participant was offered an assessment by a licensed behavioral health professional either through linkages or on-site.
- 12.3.2.1.16 Date participant was offered an assessment by a licensed medical healthcare professional, either through linkages or on-site.
- 12.3.2.1.17 Date participant got assigned or offered a housing navigator.
- 12.3.2.1.18 If any, description of critical needs covered utilizing flexible funding
- 12.3.2.1.19 If any, amount of flexible funding utilized
- 12.3.2.1.20 If applicable, date of exit.
- 12.3.3 Program Outcomes and Monthly Data Reports (to be submitted to COR by the 10th of following month of services)
 - 12.3.3.1 Number of unduplicated participants served.
 - 12.3.3.2 Average participant length of stay.
 - 12.3.3.3 Total number of participants voluntarily exiting the program:
 - 12.3.3.3.1 Total number of participants exiting the program to temporary housing.
 - 12.3.3.3.2 Total number of participants exiting the program to permanent housing.
 - 12.3.3.3.3 Total number of participants exiting the program to unknown destination.
 - 12.3.3.4 Total number of participants terminated from the program due to noncompliance.
 - 12.3.3.5 Number of participants in program that exited after 30 consecutive days or longer with earned income at program entry and program exit. Report shall include:
 - 12.3.3.5.1 Number of participants with earned income.
 - 12.3.3.5.2 Number of hours of employment support services provided (number of hours of training provided).
 - 12.3.3.5.3 Number of participants placed in employment while in the program.
 - 12.3.3.6 Monthly occupancy rate.
 - 12.3.3.7 Number of participants accepted into the program from the Unincorporated Area of the County.
- 12.4 Notwithstanding any provision of this Agreement to the contrary, County’s COR may make Administrative Adjustments (AA) to the Agreement, such as line-item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be deferred directly to the COR.

13. Definitions

- 13.1 Cultural Competency: The ability of an individual to understand and respect values, attitudes, beliefs, and mores that differ across cultures, and to consider and respond appropriately to these differences in planning, implementing, and delivering supportive services and other programs, including supportive housing.
- 13.2 Cultural Humility: A humble and respectful attitude toward participants of other cultures that pushes one to challenge their own cultural biases, realizing participants cannot know everything about other cultures, and approaches learning about other cultures as a lifelong goal and process.
- 13.3 Emergency Housing: Provides a safe place for persons experiencing homelessness to park and sleep while also providing access to critical assistance necessary to secure stable housing
- 13.4 Equity: The fair treatment, access, opportunity, and advancement for all people, while at the same time striving to identify and eliminate barriers that have prevented the full participation of any specific populations.
- 13.5 Good Neighbor Agreement: A policy that is developed with participants and neighborhood feedback and iterates expectations on addressing specific issues of concern in a collaborative way such as how neighbors and participants peacefully enjoy their housing, and how to resolve problems or challenges.
- 13.6 Neighborhood Relations Committee: An ongoing committee consisting of neighborhood residents, community stakeholders, and site staff to encourage continuous neighborhood-site relations.
- 13.7 Non-Compliance: is defined as failure or refusal to comply with program policies and procedures.

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- 13.8 Harm Reduction: Low demand, low barrier support services for participants in a program that engages people where they are. Sobriety is not a requirement for supports, with a whatever it takes approach, while maintaining professional boundaries and providing participants with resources to needed services.
- 13.9 Homeless: As determined by the United States Department of Housing and Urban Development (HUD), as defined at 24 Code of Federal Regulations (CFR) section 576.2.
- 13.10 Homeless Management Information System (HMIS): A local information technology system used to collect data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness
- 13.11 Households: A social unit of people or a person(s) living together
- 13.12 Housing Assessment: A tool for assessing housing needs, which is used to match homeless participants to available and appropriate housing.
- 13.13 Housing First: A housing approach that ensures low-barrier, easily accessible assistance to all people as described in California Code of Regulations, title 25, section 8409, subdivision (b)(1)-(6).
- 13.14 Housing Retention Plan: A formal written document with a defined plan to help participants pay their rent on time, maintain their housing, including how to be a good neighbor, and solve issues with tenancy.
- 13.15 Participant: Participants who are determined eligible by the County to participate in the CESP program.
- 13.16 Permanent Housing (PH): Community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a program participant must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. PH shall be a minimum of six months in duration unless otherwise preapproved in writing by the COR.
- 13.17 Peer Support Specialists: An individual in recovery from a behavioral health condition (mental health, substance use, or co-occurring) who provides mentoring, guidance, and support services and offers their skills to others who are experiencing behavioral health challenges and/or receiving behavioral health services.
- 13.18 Program Exit: A participant voluntarily or naturally exiting a program and/or site.
- 13.19 Residential Monitors: Individuals who are awake and provide supervision for residents during the sleeping hours and provide nightly checks, they may be participants, or other staff members who are qualified for this work to supplement security personnel, and employment is paid.
- 13.20 Safe Parking: A designated site that is a safe place to park a car overnight while occupants are assisted with their transition to permanent housing.
- 13.21 Serious Incident: An incident that has caused, or could have caused, significant property damage, serious injury or death.
- 13.22 Termination: The termination of assistance, or involuntary exit, for a program participant who does not adhere to program requirements such as violence or other conditions. Termination does not bar the participant from receiving further assistance at a later date.
- 13.23 Trauma Informed: Organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma.
- 13.24 Traveler's Aid: Social services support and funds to assist participant(s) in reconnecting with support system, family member, and/or community.
- 13.25 Wellbeing Checks: Regular light touch engagement with participants with a focus on social, emotional, physical, and mental wellbeing.

END OF STATEMENT OF WORK

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EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Contractor’s indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Workers’ Compensation, as required by State of California and Employer’s Liability Insurance.
- D. Professional Liability (Errors & Omissions) required if Contractor Provides or engages in any type of professional services, including but not limited to medical professional, counseling services or legal services.
- E. Property, Bailees form, covering Personal Property of Others in their Care, Custody and Control,
- F. Cyber/Information Security Liability shall cover all of Contractor’s employees, officials and agents. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall apply to any dishonest, fraudulent, malicious or criminal activities that affect, alter, copy, corrupt, delete, disrupt or destroy a computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; causing electronic or non-electronic confidential electronic data to be accessible to unauthorized persons; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
- G. Pollution Legal Liability and Errors and Omissions covering environmental pollution events arising from or related to work performed under the contract.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer’s Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. Coverage shall include contractual liability. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor’s work pursuant to the Contract.
- E. Property, Bailees form: \$100,000 limit, All Risk Perils, excluding earthquake.
- F. Cyber/Information Security Liability. \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000.
- G. Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions: \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available

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insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

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9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

END OF INSURANCE REQUIREMENTS

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 12262)
 HEALTH AND HUMAN SERVICES AGENCY
 FOR COMPASSIONATE EMERGENCY SOLUTIONS AND PATHWAYS TO HOUSING
 SAFE PARKING SERVICES

EXHIBIT C –PAYMENT SCHEDULE

1. **Compensation** Payment for services described in Exhibit A, Statement of Work will be on a cost reimbursement basis and occur after County’s review and acceptance of original monthly invoice in accordance with this Exhibit C and Contractor’s Budget.

Term	Not to exceed
Initial Term:	\$XXX
Option Term 1	\$XXX
Option Term 2	\$XXX
Total contract amount	\$XXX

2. **Accounting System** Contractor shall have use of an accounting system for segregating, supporting, controlling, allocation and accounting for all funds, property, expenses, revenues, and assets for each County contract distinct from other contract activities. Offeror shall have the ability to provide assurance that the system is in accordance with generally accepted principles and Office of Management and Budget Circulars located within the applicable Code of Federal Regulations.
3. **Payments** All requests for payments are subject to County review and acceptance of deliverables and submitted documentation at the time of the invoice. Pending any adjustments by the Contracting Officer’s Representative (COR) or designee, each invoice approved and paid shall constitute full and completed compensation to the Contractor for the invoice.

4. **Invoices**

- 4.1. Contractor shall submit uniquely numbered invoices with original signature to the County by the tenth (10) calendar day after the end of the reporting month. County will provide invoice format and instructions for completion.
- 4.1.1. Invoices shall include original signature or
- 4.1.2. Scanned, in PDF format, submitted via email and original kept by Contractor.
- 4.1.3. County will provide invoice format and instruction for completion.
- 4.2. Invoices shall be submitted to the assigned COR or Designee.
- 4.3. Invoices must include the following certification signed by an authorized Contractor representative:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

 Printed Name

 Signature

 Date