

**County of El Dorado
Chief Administrative Office
Procurement and Contracts Division**
solicitation on behalf of the

**Health and Human Services Agency
And
The El Dorado County Continuum of Care,
El Dorado Opportunity Knocks**



**Request for Proposal
#21-961-022**

for

**Rapid Rehousing Homeless Outreach and Homeless Prevention
Services**

Submittal Deadline:

February 19, 2021, not later than 3:00 PM (PST)

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Attachment A – Sample Agreement*

Attachment B – Fair Market Rents

*The attached Sample Agreement for Services is for reference only. Other terms and conditions may apply based on the types of services and funding involved.

1.0 INTRODUCTION

Overview:

The County of El Dorado (County) is soliciting sealed proposals from highly qualified firms (Contractor, Proposer, respondent, or firm) to provide Rapid Rehousing (RRH), Homeless Outreach, and Homeless Prevention services for homeless citizens throughout the County. Rapid Rehousing services will prioritize those homeless clients currently housed in non-congregate shelter settings as a result of the COVID-19 pandemic; homeless prevention and homeless outreach services will be directed at citizens impacted as a result of the COVID-19 pandemic.

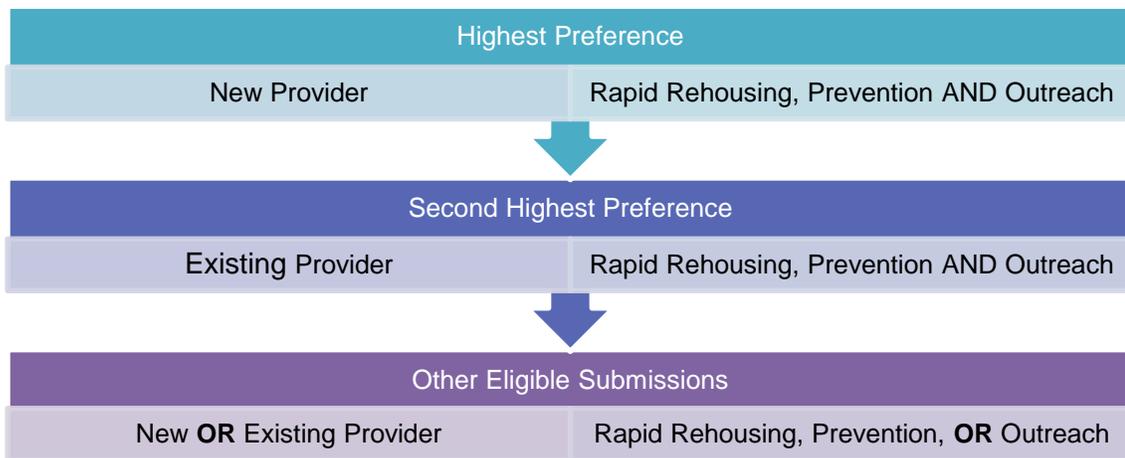
The County of El Dorado acts as the Administrative Entity for the El Dorado County Continuum of Care (CoC), El Dorado Opportunity Knocks (EDOK). In support of the CoC, the County submitted an application for funding to the California Department of Housing and Community Development (HCD), in response to a solicitation for projects related to the Emergency Solutions Grant (ESG) funded through the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act (ESG-CV).

Subsequent to an Executive Order issued by Governor Newsom on May 29, 2020 (N-66-20), the ESG-CV allocation was streamlined for direct distribution to the County, acting as an Administrative Entity for EDOK. As the Administrative Entity, the County has assumed the role typically reserved for HCD, making the County responsible for soliciting service providers on behalf of the EDOK, consistent with the approved proposal submitted to the HCD.

The approved proposal submitted for ESG-CV budgeted \$163,900 for Rapid Rehousing (RRH) of homeless individuals, \$75,000 for Homeless Outreach, and \$75,000 for Homeless Prevention. Because the CARES Act funding available through ESG-CV is specific to the Coronavirus pandemic, all services and activities provided with the funding must be directly related to and in support of responding to the needs of homeless individuals (or in the case of Homeless Prevention services, those at imminent risk of homelessness) directly impacted by COVID-19.

El Dorado County and EDOK are in the process of building a comprehensive network to support the homeless within the County, with a focus on building the capacity for homelessness response within the community. As a result, the County is seeking both current and new service providers to help support the system of providers. Leveraging this opportunity to recruit additional/new service providers could add service capacity to the existing system and greatly benefit the community.

The County will accept proposals for all three (3) services (Rapid Rehousing, Homeless Outreach and Homeless Prevention services) as well as proposals for any one (1) of these services, with preference given to providers not currently established in El Dorado County who can perform all three (3) services. In the event a proposal is not received for an appropriately qualified, new provider capable of providing all three (3) services, the County will evaluate and select proposals from any eligible provider serving El Dorado County, with preference given to a provider who can perform all three (3) services. Lastly, if no local provider can perform all three (3) services, the County will accept proposals for any one (1) of the three (3) services solicited by either a new or existing provider. In all cases, Proposers responding to this solicitation will be required to provide services throughout El Dorado County; regional approaches to services that limit proposed services to a geographic portion of the County will not be evaluated.



Funding Information:

Several factors related to this funding are important for Proposers to consider prior to submitting a response to this Request for Proposal (RFP):

- ESG-CV funds are derived from a federal origin. By law, this federal funding must adhere to the Code of Federal Regulations (CFR), and the United States Department of Housing and Urban Development (HUD) Housing First Principles, in addition to local/County rules and requirements.
 - Funding must strictly adhere to the Cost Principles identified in 2 CFR 200, which specifies allowability for costs as being direct or indirect costs in support of the project.
 - Consistent with 2 CFR 200 Part 200.403(b) and Part 200 Appendix 4, the selected recipient may only seek indirect costs consistent with a Federally approved indirect cost rate, or a de minimis rate which may not exceed ten percent (10%) of the modified total direct cost calculations.
 - Funding awarded should be considered in determining whether the organization is subject to the 2 CFR 200 Subpart F. “Audit Requirements” threshold. Those organizations who receive more than \$750,000 in federal

funding will be required to perform a single audit, consistent with the requirements of Subpart F.

- Any contracts resulting from this solicitation are subject to monitoring of both costs and activities. Contract terms and conditions resulting from a successful proposal will include provisions requiring the subrecipient to make available to any County, State, or Federal representative all records and documents related to these activities.
- ESG-CV funds are not a permanent or inexhaustible funding stream. Service providers selected through this opportunity will be subawarded fixed amounts with which to perform the required work, in addition to a limited timeframe in which to perform all activities and expend funds.
- The amounts of funding identified in ESG-CV are specific to the proposal submitted and approved by HCD in the first round of funding. HCD has already announced an additional round of funding (Round 2), which will likely include additional funding for RRH. In the likely event the County serves as the Administrative Entity for Round 2, this solicitation will also serve as the selection process for any subaward for Round 2 funding, which will likely include additional funding for Rapid Rehousing Services. The additional Round 2 funding will be added to the selected subrecipient's subaward through a contract amendment.

Because ESG-CV is federal funding passed through the State and through the County, any Proposer selected as a result of this solicitation will be subject to verification that the organization has not been prohibited from acting as a federal contractor (debarment and suspension). Consistent with Title 2 of the Code of Federal Regulations, Part 180, the County cannot use federal funding to contract with an organization that has been debarred or suspended. The County verifies organizations are not debarred or suspended through the federal System of Award Management (<https://www.sam.gov/SAM/>). Registration with the System of Award Management is free and can be completed with an active DUNS number, which can be obtained through Dun and Bradstreet (<https://www.dnb.com/duns-number/get-a-duns.html>). The entire process of obtaining a DUNS number and registering with SAM.gov may take several weeks to complete, but the process must be completed prior to any contract with the County. As a result, Proposers are strongly encouraged to begin this process prior to submitting a proposal in response to this RFP.

Current COVID-19 Homeless Situation:

The 2019 Point in Time Count (PIT) in El Dorado County recorded a total of six hundred thirteen (613) homeless individuals. Of that count, seventy-eight percent (78%) were unsheltered and twenty-two percent (22%) were sheltered. Only thirty-eight percent (38%) of this population reported being homeless for the first time with sixty percent (60%) of the population reporting they have been homeless before (nineteen percent [19%] chronically homeless). Relevant to the COVID-19 pandemic, thirty-six percent (36%) of reporting individuals identified a

chronic health condition and twenty-four percent (24%) reported a physical disability. The 2021 PIT count was scheduled to take place in January 2021, but has been postponed until 2022 (likely) as a result of complications related to COVID-19.

The County Health and Human Services Agency currently partners with the Tahoe Coalition for the Homeless, the Upper Room Dining Hall, Marshall Medical Center, and numerous others to provide Non-Congregate Shelter (NCS) and case management services for medically vulnerable, unsheltered homeless persons at two (2) separate hotel locations: the Stagecoach Inn in Pollock Pines, California (twenty-six [26] rooms), and Fairbridge Inn, in South Lake Tahoe, California (twenty [20] rooms). The population count sheltered at each site fluctuates with new referrals and placements. However, the total population housed at any given time remains relatively stable at approximately forty [40] individuals/families.

This emergency shelter service is being provided as a response to the COVID-19 pandemic, and is not intended to serve as a permanent housing solution. Through the RRH component of this solicitation, it is the goal of the County to use available RRH funding, in combination with the most qualified service provider available, to rehouse as many clients currently sheltered at the NCS sites into permanent housing, or those waitlisted for NCS services.

Proposers should keep in mind that NCS services are currently provided on both the County's West Slope (areas west of Echo Summit) and East Slope (South Lake Tahoe basin). It is the intent of this solicitation to identify providers who can serve the entire homeless population, on both slopes of the County. The County will accept joint proposals from multiple agencies with a clear plan for all agencies involved in the proposal to serve their respective regions. If Proposers choose to collaboratively submit a joint proposal, one agency must serve as the lead agency, the Proposer, and will be responsible for contracting with the other agencies involved in the joint proposal, including all invoicing and monitoring of those contracts subsequent to award and a fully executed funding agreement.

RFP Process Information:

The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

The County will award a one (1) year sub-award funding agreement, during which the selected subrecipient of funding will have a fixed subaward amount from which actual costs may be billed. Upon mutual written agreement, the

contract may be extended for one (1) additional year, under the same terms and conditions, should a balance of available funding remain and services continue to be required.

This RFP includes a description of the evaluation and selection process, Scope of Work, proposal requirements, and insurance requirements.

The following schedule is for reference purposes:

RFP Issuance	January 8, 2021
Deadline for Questions	January 22, 2021
Answers Posted on or about	January 29, 2021
Due Date for Submissions	February 19, 2021

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued and posted at: <http://edcapps.edcgov.us/contracts/invite.asp>. Any amendment to this RFP is valid only if in writing and issued by the County, Procurement and Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of the County that modify any terms or obligations of this RFP are invalid.

All interpretation or corrections, as well as any additional RFP provisions that the County may decide to include, will be made only as an official addendum that will be posted to the County's website and it shall be the Proposer's responsibility to ensure they have received all addendums before submitting a proposal. Any addendum issued by the County shall become part of the RFP and will be incorporated into the proposal.

The County will not be bound by oral responses or inquires, or written responses other than written addenda.

2.0 SCOPE OF WORK

2.1 ESG-CV Service Descriptions

A. Rapid Rehousing (RRH)

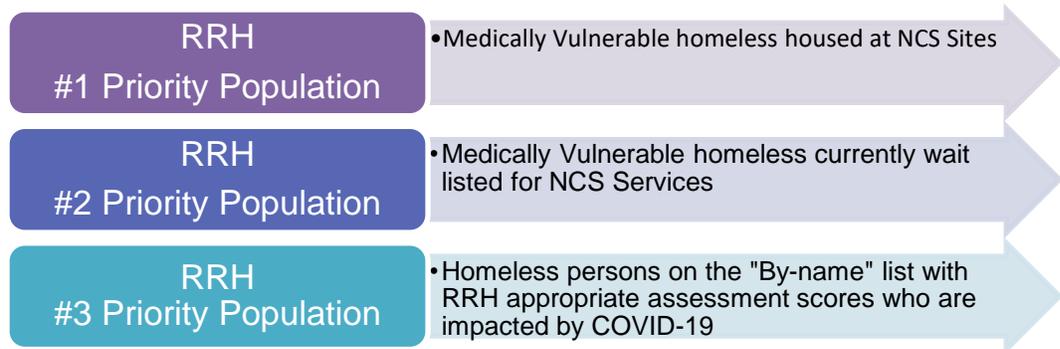
The United States Interagency Council on Homelessness defines Rapid Re-Housing as, "An intervention designed to help individuals and families that don't need intensive and ongoing supports to quickly exit homelessness and return to permanent housing."

The goal of Rapid Rehousing Services solicited through this RFP is to rehouse clients currently housed at NCS sites into permanent housing, as well as those on the wait list for NCS services. Local providers have

expressed concerns regarding limited staff and organizational capacity to expand services to address this population in addition to the work already being performed. While local providers are not being excluded from this competition, the County acknowledges recruiting additional providers to help achieve this goal may be necessary to ensure positive outcomes for those housed in NCS.

It is also important to note, El Dorado County, like much of California, is experiencing a chronic, short supply of affordable housing. As a result, it is highly anticipated the selected service provider will need to employ innovative approaches and creative solutions to help identify available housing and aggressively engage and recruit landlords, in addition to placing these individuals into the identified housing. It is also noteworthy that Landlord Incentives are an allowable cost as a part of RRH.

Lastly, in the event service capacity and funding allows for services that extend beyond the NCS sites and waitlist, services would then be focused on those individuals impacted by COVID-19 who are on the “by-name” list with an appropriate vulnerability score for RRH.



Any landlord incentives or rental assistance proposed as a part of RRH services must be consistent with the Allowable Costs/Restrictions Section, identified in Section 2.4 “A”.

B. Homeless Outreach

Homeless Outreach takes place in many ways throughout the County currently, as many County departments serve homeless clients within the scope of their departments’ services. In light of the COVID-19 pandemic, anecdotal evidence indicates the financial impacts of the pandemic may have forced additional citizens into homelessness (better evidence may result from the 2021 PIT Count). Conducting outreach to identify the newly homeless impacted as a result of COVID-19 and then connecting those individuals and families with appropriate services is a necessary component of homeless service provision in response to COVID-19.

As a part of Homeless Outreach, Proposer's are encouraged to consider innovative approaches and models to reaching underserved members of the homeless community to ensure these groups connected with services. Allowable costs for homeless outreach services may include hand washing stations, mobile services and/or assistance costs, kits/packages of emergency essentials, and other costs that may help to incentivize connections with services.

C. Homeless Prevention

Anecdotal evidence also suggests individuals and families may be at imminent risk of homelessness as a result of the financial impacts of COVID-19. Activities and efforts that can be taken to prevent these individuals and families from entering homelessness would result in stabilizing any increase to the number of homeless persons seeking services.

Any landlord incentives or rental assistance proposed as a part of Prevention services must be consistent with the Allowable Costs/Limits Section, identified in Section 2.4 "A".

2.2 Housing First Principles

Housing First is an approach that quickly and successfully connects individuals and families experiencing homelessness with permanent housing, without preconditions and barriers to entry, including but not limited to sobriety, treatment, or participation in services. Supportive services are offered to maximize housing stability and prevent return to homelessness, but cannot be used as a condition that must be met to enter housing.

The California Welfare and Institutions Code (WIC) Section 8255(b), provides eleven (11) core components of Housing First principles:

1. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
2. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
3. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

4. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
7. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
8. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
9. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
10. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
11. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

2.3 Racial Disparity Effort and Data Requirements

As a part of the requirements for ESG-CV funding, HCD has placed an emphasis on projects that will address racial disparities in service provision for homeless individuals. While not an evaluative component considered in the selection process for this RFP, **all Proposers will be required to examine racial disparities in their service provision and develop a plan for addressing racial disparities.** This plan must be submitted with the proposal seeking funding as a result of this RFP, as identified in Section 4.4 of this RFP. Subsequent to award, all ESG-CV funded projects will be required to report to the County efforts and outcomes related to reducing any racial disparities.

The required plan for addressing racial disparities must, at a minimum, answer the following questions:

- What are the service area's racial demographics and those within the service area of the proposed project?
- What are the outcomes of the homeless response system based on race?
- What race-based disparities exist amongst those receiving services?
- How will underserved and marginalized communities learn about and enter into services funded through ESG-CV?
- What marketing and communication strategies will be used to increase equitable access to ESG-CV services?
- How are the voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities, and those with lived experience of homelessness being centered in a meaningful, sustained way to help influence effective approaches to reducing and ending homelessness in these communities?
- What partnering organizations will the Proposer work with that focus on addressing racial equity in housing and homeless response, and what is the nature of that partnership?

The required plan must also include proposed outcomes related to reducing disparities in services for underserved and traditionally marginalized communities. Outcomes proposed must include clearly defined metrics that demonstrate both a current state of services, a goal for reducing disparities, and a method for measuring the reduction over the course of the funding cycle.

In furtherance of the goals of reducing racial disparities amongst homeless individuals and those impacted by COVID-19, organizations serving traditionally unserved or underserved populations are encouraged to submit proposals, emphasizing achievable reductions to racial disparities in service provision.

2.4 Other Considerations

A. Allowable Costs/Limits:

Because Rapid Rehousing is a fairly broad area of services, which may include Landlord Incentives, Rental Assistance, and a myriad of other costs, ESG-CV funding has identified several limits and constraints governing how this funding may be used. Allowable costs for RRH include:

- Arears payments for both utilities and rent;
- Up to twelve (12) months of rental assistance for properties at or below Fair Market Rent (FMR), consistent with those rates identified in Attachment “B”;
- Signing bonuses for Landlords in a value up to two (2) months of rent;
- Security deposits for properties in a value up to three (3) months of rent;
- Costs for repairs and damages incurred by a client receiving services as a result of this funding when those damages or repairs are not covered under the security deposit; and
- Costs for extra cleaning or required maintenance of the rental unit.

B. HMIS Data requirements

Homeless service providers in El Dorado County are required to input data into the Housing and Urban Development Homeless Management Information System (HMIS) related to the services they provide to clients. Clients enter the homeless system through Coordinated Entry Services in place in County, at which time a record is created. The Proposer selected as a result of this RFP will be required to input data into HMIS for the purposes of capturing data specific to their clients/efforts to ensure data continuity within the system.

The HMIS system currently used in El Dorado County is provided through BellData Systems. **The selected Proposer will be responsible for paying for a license for their organization, and are encouraged to budget sufficient funding for a license for this system if the organization does not currently have a license for the system; licenses currently cost approximately \$495 annually.** Each license can have an unlimited number of users, but the system does limit the number of users who can access the system at the same time.

C. Coordination with Case Management Providers and Collaborative Partners

Clients already placed into NCS have been provided with case management services while in shelter. While the goal of case management has been to help clients establish income, obtain documentation, and overcome obstacles necessary for permanent housing, the provision of these services does not guarantee any particular client is “housing ready”. The selected Proposer will be required to, as a matter of necessity, work closely with the case management providers currently serving clients in NCS to ensure a coordinated approach in moving these clients into permanent housing solutions.

For the purposes of outreach and prevention, the selected Proposer will also be required to coordinate and collaborate with existing providers, including ensuring clients are referred to the other homeless service organizations in the community, when services or resources available at these organizations may help create better outcomes for clients. The selected Proposer will also be required to attend all Coordinated Entry meetings.

D. Reporting Requirements

In addition to recording data in HMIS, the respondents can anticipate quarterly progress reports that identify counts of activities/clients, in addition to qualitative/narrative speaking to the overall progress of the effort. The purposes of reports outside of HMIS will be to ensure sufficient information is available to report on the success/outcomes/achievements resulting from this funding.

3.0 ELIGIBILITY

To be considered eligible to submit a proposal for evaluation, Proposers must:

1. Be an established organization with a demonstrable history serving homeless individuals in California. This funding will only be used to pay for the costs of direct services in El Dorado County, which may include operational costs in El Dorado County. To establish that the Proposer's organization meets this requirement, the Proposer must indicate how many years it has been serving homeless individuals in the Cover Letter, as noted in section 4.1. "Cover Letter" of this RFP.
2. Have an established, demonstrable commitment to Housing First principles. To demonstrate eligibility in this area, the Proposer must submit evidence that Housing First principles are adhered to organizationally; evidence may include policies, procedures, or other organizational governing documents specifically identifying Housing First as principles being adhered to.
3. Include a plan for addressing racial disparities, consistent with the requirements outlined in Section 2.3 of the RFP.
4. Certify the Proposer understands it will be required to provide services throughout El Dorado County including the West Slope and East Slope.
5. Certify the Proposer has read and will agree to the standard terms and conditions identified in the Sample Agreement, attached to this RFP as Attachment "A".
6. Certify neither the organization nor its members have been debarred or suspended from receiving federal funding, and provide evidence of active

registration or pending active registration in the Federal System of Award Management (Sam.gov).

Proposals received by the County that do not meet Eligibility Requirements, as identified in this section, will be considered non-responsive and not evaluated further.

4.0 PROPOSAL SUBMISSION COMPONENTS

Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. The document shall be 8-1/2 inches by 11 inches in size or shall be folded to that size. Proposers should ensure submitted proposals are of sufficient length to effectively answer address required evaluative components identified in the RFP. However, overly lengthy submissions will not be evaluated favorably.

All proposals shall contain the following components, and in the order given:

4.1 Cover Letter must at least contain the following information:

- Title of this RFP;
- Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box);
- Contact person including telephone number, fax number, e-mail address, and physical mailing address;
- The number of years the organization has been providing services to homeless individuals in California or Nevada (regions adjacent to South Lake Tahoe);
- A statement indicating whether or not the Proposer is currently serving homeless clients within El Dorado County and actively involved in the El Dorado County Continuum of Care;
- A statement identifying whether the Proposer is interesting in providing all three (3) of the services solicited, as identified in this RFP, or if the Proposer is only interested in providing one (1) of the services;
- A statement certifying the Proposer understands it will be required to provide services throughout County, including both the West Slope and the East Slope;

- A statement certifying the Proposer has read and will agree to the standard terms and conditions identified in the Sample Agreement, attached to this RFP as Attachment “A”;
- A statement certifying neither the organization nor its members have been debarred or suspended from receiving federal funding. Evidence of active registration or pending active registration in the Federal System of Award Management (Sam.gov) must also be provided, separate from the Cover Letter; and
- A statement by submitting firm requesting protection of proprietary information, if necessary consistent with the provisions and requirements identified in Section 14. All proposals may be considered public information. Subsequent to award of this RFP, all or part of any proposal may be released to any person or firm who may request it. Therefore, Proposers may request in their Cover Letter if any portion of their submittal should be treated as proprietary and not released as public information.

4.2 Signatory Requirements: In order to receive consideration, the Cover Letter must be signed by an official empowered by the organization to sign such material and thereby commit the organization to the obligations contained in the RFP response. **Further, the signing and submission of a response shall indicate the intention of the organization to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.** Submittals shall be signed by one of the following representatives:

- If the respondent is a **partnership**, submittal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- If the respondent is a **for-profit corporation**, the submittal shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- If the respondent is an **individual** doing business under a firm name, the submittal shall be signed in the name of the individual doing business under the proper firm name and style.
- If the respondent is a **non-profit organization** (i.e., 501(c)3), the submittal shall be signed by the Executive Director of the organization

with additional evidence submitted to demonstrate the Executive Director has been delegated to have signature authority by the organization's governing body.

4.3 Proposal Narrative

A. Executive Summary:

The Executive Summary section of the proposal should address the Proposer's overall approach to providing Rapid Rehousing, Prevention, and Outreach Services related to COVID-19 impacted homeless clients in El Dorado County. At a minimum, the Executive Summary should:

1. Describe the Proposer's understanding of the need for services for homeless citizens in El Dorado County; and
2. Describe the Proposer's overall intent and approach for meeting the need for services, including its ability and capacity to do so, and whether it is proposing all three services (Rapid Rehousing, Homeless Outreach, and Homeless Prevention) or one (1) of the three (3) services.

B. Plan for Services:

The plan for services should address the Proposer's plan for providing Rapid Rehousing, Homeless Outreach, and/or Homeless Prevention services. All descriptions of plans should be detailed and include measurable outcomes, defined timelines, a clear discussion of the staff/resource requirement to provide the services, and the activities/steps that will be taken to achieve the outcomes identified. At a minimum, the plan for services should clearly:

1. Describe the Proposer's plan for Rapid Rehousing homeless clients currently housed in NCS sites on both the West Slope and East Slope of El Dorado County;
2. Describe the Proposer's plan for providing outreach for homeless persons in El Dorado County on both the West Slope and East Slope of the County;
3. Describe the Proposer's plan for providing homeless prevention services to those at imminent risk of homelessness throughout El Dorado County;
4. Describe the Proposer's plan for working with current case managers to address each client's unique needs in order to assist with rehousing efforts;
5. Describe the Proposer's plan for collaborating with existing homeless services providers in order to ensure continuity and

collaboration within the existing homeless service provider community;

6. Describe the Proposer's plan for addressing data metrics capturing and reporting requirements;
7. Describe the Proposer's plan for ensuring all services are provided consistent with Housing First principles;
8. Describe the Proposer's plan for identifying additional housing locations and property owners to increasing housing capacity for those clients currently housed in NCS who are in need of permanent housing;
9. Describe the Proposer's plan for measuring outcomes proposed in order to ensure those outcomes are met through the course of the contract; and
10. Describe the Proposer's plan for increasing Rapid Rehousing services, should additional funds become available.

C. Capabilities and Experience:

The Capabilities and Experience section should provide an overview of the organization's history and experience serving homeless individuals in California. At a minimum it should also address the following:

1. Describe the qualifications and credentials required of all positions/classifications who will be dedicated to providing services described in the plan for services;
2. Describe the organization's history providing similar services to a similar population including any achievements or demonstrable success the organization has had in finding permanent housing for homeless individuals;
3. Describe the organization's experience and history capturing and reporting detailed data metrics, including experience inputting and extracting HMIS data; and
4. Describe the organization's administrative experience managing and accounting for federal funding including capturing/accounting for direct costs related to specific projects and tracking costs to ensure timely and consistent expenditures within the limits of available funding.

4.4 Racial Disparity Effort and Data Requirements:

Consistent with Section 2.3 of this RFP, Proposer's must submit a plan for addressing racial disparities in services. The plan must address each of the components identified in Section 2.3. Proposals received that do not include a plan consistent with this section will be considered unresponsive and eliminated from consideration for funding.

4.5 Budget and Budget Narrative:

Provide a detailed budget identifying all proposed costs associated with the performance of the activities and services proposed. This budget must be on a spreadsheet, including but not limited to, detailed descriptions for all costs proposed/budgeted, including personnel costs, operating costs, incentives/subsidies, rent/lease space, and any administrative/indirect costs (consistent with the limitations on federal funding as articulated in the RFP). The budget spreadsheet should be included as an attachment to the Proposal and be directly reflective of answers provided within the budget narrative. At a minimum, the detailed budget narrative should address:

1. How proposed costs are directly related to each of the activities proposed;
2. How administrative costs are reasonable and consistent with federal indirect cost regulations;
3. How direct costs will be tracked in order to ensure only costs related to the activities proposed are billed to the County; and
4. How costs related to each of the activities will be separately tracked in order to ensure funding limits in each approved category (Rapid Rehousing, Prevention, and Outreach) are not exceeded and can be adequately tracked by category to meet reporting requirements.

4.6 Additional Proposal Information

Proposers should be aware that additional information not requested or required in Section 4. "Proposal Submission Components" of this RFP will not be evaluated independently. Proposers may include attachments or references that help validate responses provided to the Section 4.3 Proposal Narrative, Section 4.4 Racial Disparity Effort and Data Requirements, and Section 4.5 Budget and Budget Narrative. However, these attachments or references will not be scored or evaluated independently. Additionally, any not requested information that does not support the information provided in the Section 4. "Proposal Submission Components" will not be considered in any way in determining the successful Proposer.

5.0 PROPOSER QUESTIONS

- 5.1 Questions regarding this RFP must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office and must be received no later than 5:00 p.m. on **January 22, 2021**.
- 5.2 All emails must have "**RFP #21-961-022 – QUESTION**" as their subject, and all envelopes or containers must be clearly marked "**RFP #21-961-**

022 – QUESTION” for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.

- 5.3 Questions will **not** be accepted by telephone, facsimile (fax), or orally.
- 5.4 The County reserves the right to decline a response to any question if, in County’s assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.
- 5.5 A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be posted to the County website on or about **January 29, 2021**.
- 5.6 All inquiries shall be submitted by email to: matthew.potter@edcgov.us
or by U.S. Mail to: County of El Dorado
Procurement and Contracts
2850 Fairlane Court
Placerville, California 95667
RFP#21-961-022 – Question
- 5.7 Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this RFP.

6.0 PROPOSAL SUBMITTAL INSTRUCTIONS

- 6.1 Submit one (1) original, three (3) hard copies and one (1) electronic copy via USB drive, of your proposal not later than the time and date indicated on the cover page of this RFP. Proposers submitting less than the required number of copies of their proposal may be rejected and considered non-responsive.
- 6.2 All submittals shall be submitted in a sealed envelope or container and clearly marked with “**RFP #21-961-022 – DO NOT OPEN**” on the outside of the parcel.
- 6.3 Proposals shall be submitted **ONLY** to:

El Dorado County
Procurement and Contracts Division
2850 Fairlane Court
Placerville, CA 95667
- 6.4 County shall not be responsible for proposals delivered to a person or location other than specified herein. Proposals submitted to a location

other than the above will not be considered duly delivered or timely. County shall not be responsible for rerouting proposals delivered to a person or location other than that specified above.

- 6.5** Faxed or emailed proposals shall not be accepted.
- 6.6** Late submittals may not be accepted or considered.
- 6.7** All submittals, whether selected or rejected, shall become the property of County and shall not be returned.
- 6.8** The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 6.9** All costs associated with proposal preparation shall be borne by the Proposer.
- 6.10** All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of the submittals.
- 6.11** It is the responsibility of the Proposer to ensure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.
- 6.12** Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified above for receipt of proposals.
- 6.13** County staff will open proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting proposals. The contents of all proposals, or any other medium which discloses any aspect of the proposal, shall be held in strictest confidence until the County releases a Notice of Award or Notice of Intent to Award.

7.0 EVALUATION PROCESS

Proposals will be evaluated by a selection committee comprised of both County personnel and representatives from the CoC. The following evaluation criteria

and rating schedule will be used to determine the firm that provides the best value:

	Evaluation Criteria	Maximum Possible Points
A.	Executive Summary	24
B.	Plan for Services	80
C.	Capabilities and Experiences	48
D.	Budget and Budget Narrative	48
	TOTAL POSSIBLE POINTS	200

Notwithstanding the above evaluation criteria, a preference of +15% of the evaluated score received will be added to any proposal from a Proposer willing to perform all of the services solicited in this RFP, that is not currently serving El Dorado County (e.g. a qualifying proposal from a provider not currently serving El Dorado County could earn 160 points through the proposal evaluation and then receive a +15% preference added to the score received, bringing the total score to 184 points). A preference of +5% of the evaluated proposal score received will be added to existing providers that can perform all of the services solicited in the RFP.

8.0 SELECTION PROCEDURE

- 8.1 Proposals will be reviewed for responsiveness. A selection committee will then evaluate responsive proposals in accordance with the above criteria. The Committee will recommend the Proposer with the highest overall value, based on evaluation score, for approval by the Purchasing Agent or Board of Supervisors.
- 8.2 The County reserves the right to make an award without further discussion of the submittal with the Proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.
- 8.3 The County reserves the right to award a contract to the firm or individual who, in the sole judgment of the County, presents the most favorable response to this RFP pursuant to the evaluation criteria indicated above.
- 8.4 County reserves the right to reject any and all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. County shall be the sole judge of the materiality of any such defect or irregularity.

- 8.5** In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. The
- 8.6** The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit the El Dorado County website at:
- <http://edcapps.edcgov.us/contracts/bidresults.asp>
- 8.7** RFP results will be posted within approximately fourteen (14) business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.
- 8.8** The selected Proposer will receive written notification of the award. Response and selection of a proposal will not necessarily result in a contract with the County of El Dorado. Proposal opening does not constitute awarding of a contract. Contract award is by action of the Purchasing Agent or Board of Supervisors and is not in force until fully executed.
- 8.9** Once contract negotiations are initiated, the County reserves the right to select the next ranked Proposer if for any reason a contract cannot be negotiated with the selected Proposer.

9.0 EL DORADO COUNTY WEBSITE REQUIREMENTS

It is the Proposer's responsibility to monitor the County's website for possible addenda to this RFP to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her proposal in accordance with original RFP requirements and all required addenda. All available RFPs and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of Proposer to obtain this information shall not relieve him/her of the requirements contained therein. Those Proposers not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

10.0 REJECTION OF PROPOSALS

Proposers interested in being considered must submit a proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the proposal. The County reserves the right to reject any or all proposals.

The County may reject a proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded the contract.

11.0 VALID OFFER

Proposals shall remain valid for one hundred twenty (120) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned.

12.0 COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one (1) contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded the contract.

13.0 CONFLICT OF INTEREST

Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement

without immediate divulgence of such fact to the County. Proposer's proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the project defined in this RFP.

14.0 PUBLIC RECORDS ACT

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records in accordance with the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a successful Proposer. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

15.0 BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Selected Proposers may be required to possess a County business license to award contract.

16.0 PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

ATTACHMENT A

Contractor Name

Rapid Rehousing Homeless Outreach and Homeless Prevention Services

AGREEMENT FOR SERVICES #XXXX

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and _____, a _____ duly qualified to conduct business in the State of California, whose principal place of business is _____ (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, WHEREAS, County has determined that it is necessary to obtain a Contractor to provide _____;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, Contractor was selected in accordance with formal Request for Proposal #21-961-022 for Rapid Rehousing Homeless Outreach and Homeless Prevention Services;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, equipment, and services necessary to provide _____.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire on _____.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be _____.

The total amount of this Agreement shall not exceed _____, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department
Address
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County

during the term hereof.

ARTICLE VII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's _____ Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this

Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department
Address
Placerville, California 95667

With a copy to:

County of El Dorado
Department
Address
Placerville, California 95667

Attn.: Name
Title

Attn.: Name
Title

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Contractor Name
Address
City, State Zip Code

Attn.: Name, Title

or to such other location as Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional Consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide

at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. Contractor

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE XX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully

discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXI

California Residency (Form 590): Contractor If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Contract Administrator's Name, Contract Administrator's Title, or successor.

ARTICLE XXVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVIII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- CONTRACTOR NAME --

By: _____

Dated: _____

Name
Title
"Contractor"

By: _____

Dated: _____

Name
Corporate Secretary

Market Area Setup

General

Market Area Key	19	Status	Active
Market Area Name	2021 SAFMR Populated		
Description			
HUD Area Name	Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area		
HUD Area Code	METRO40900M40900		
PS Reduction Type	Hold Harmless		

Administrative Fees	100% Proration %	Amount
	\$97.00	(First 600 Units)
	\$90.74 81.00%	\$58.80 (Remainder of Units)

Small Area Fair Market Rent/ Payment Standard

HUD Effective Date	10/1/2020							PHA Effective Date	10/1/20						
	SA-0	SA-1	SA-2	SA-3	SA-4	SA-5	SA-6	PS-0	PS-1	PS-2	PS-3	PS-4	PS-5	PS-6	
95682	\$1,070	\$1,200	\$1,510	\$2,160	\$2,610	\$3,002	\$3,393	\$1,177	\$1,320	\$1,661	\$2,376	\$2,871	\$3,302	\$3,732	
95634	\$1,090	\$1,220	\$1,540	\$2,200	\$2,670	\$3,071	\$3,471	\$1,090	\$1,220	\$1,540	\$2,200	\$2,670	\$3,071	\$3,471	
95709	\$1,230	\$1,370	\$1,730	\$2,480	\$3,000	\$3,450	\$3,900	\$1,107	\$1,233	\$1,557	\$2,232	\$2,700	\$3,105	\$3,510	
95726	\$1,030	\$1,150	\$1,450	\$2,080	\$2,510	\$2,887	\$3,263	\$1,030	\$1,150	\$1,450	\$2,080	\$2,510	\$2,887	\$3,263	
95623	\$1,060	\$1,190	\$1,500	\$2,150	\$2,600	\$2,990	\$3,380	\$1,060	\$1,190	\$1,500	\$2,150	\$2,600	\$2,990	\$3,380	
96142	\$1,150	\$1,290	\$1,620	\$2,320	\$2,800	\$3,220	\$3,640	\$1,093	\$1,226	\$1,539	\$2,204	\$2,660	\$3,059	\$3,458	
95619	\$1,400	\$1,570	\$1,980	\$2,830	\$3,430	\$3,945	\$4,459	\$1,330	\$1,492	\$1,881	\$2,689	\$3,259	\$3,748	\$4,236	
95667	\$1,000	\$1,120	\$1,410	\$2,020	\$2,440	\$2,806	\$3,172	\$1,100	\$1,232	\$1,551	\$2,222	\$2,684	\$3,086	\$3,489	
96150	\$940	\$1,060	\$1,330	\$1,900	\$2,300	\$2,645	\$2,990	\$1,034	\$1,166	\$1,463	\$2,090	\$2,530	\$2,909	\$3,289	
95762	\$1,590	\$1,780	\$2,240	\$3,210	\$3,880	\$4,462	\$5,044	\$1,431	\$1,602	\$2,016	\$2,889	\$3,492	\$4,016	\$4,540	

Market Area Setup

General

Market Area Key 16 Status Active
 Market Area Name 2021 SAFMR
 Description _____
 HUD Area Name Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area
 HUD Area Code METRO40900M40900
 PS Reduction Type Hold Harmless

Administrative Fees

Administrative Fees	100% Proration %	Amount
		(First 600 Units)
\$97.00		
\$90.74	81.00%	\$58.80 (Remainder of Units)

Small Area Fair Market Rent/ Payment Standard

HUD Effective Date	10/1/2020							PHA Effective Date	10/1/20						
	SA-0	SA-1	SA-2	SA-3	SA-4	SA-5	SA-6	PS-0	PS-1	PS-2	PS-3	PS-4	PS-5	PS-6	
95614	\$1,590	\$1,780	\$2,240	\$3,210	\$3,880	\$4,462	\$5,044	\$1,431	\$1,602	\$2,016	\$2,889	\$3,492	\$4,016	\$4,540	
95720	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354	
95651	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354	
95633	\$1,040	\$1,170	\$1,470	\$2,100	\$2,550	\$2,933	\$3,315	\$936	\$1,053	\$1,323	\$1,890	\$2,295	\$2,640	\$2,984	
95635	\$1,310	\$1,470	\$1,850	\$2,650	\$3,210	\$3,692	\$4,173	\$1,310	\$1,470	\$1,850	\$2,650	\$3,210	\$3,692	\$4,173	
95672	\$1,310	\$1,470	\$1,850	\$2,650	\$3,200	\$3,680	\$4,160	\$1,310	\$1,470	\$1,850	\$2,650	\$3,200	\$3,680	\$4,160	
95684	\$1,200	\$1,350	\$1,700	\$2,430	\$2,940	\$3,381	\$3,822	\$1,140	\$1,283	\$1,615	\$2,309	\$2,793	\$3,212	\$3,631	
95636	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$2,967	\$3,354	
95664	\$1,410	\$1,580	\$1,990	\$2,850	\$3,440	\$3,956	\$4,472	\$1,410	\$1,580	\$1,990	\$2,850	\$3,440	\$3,956	\$4,472	

**Payment Standards
Housing Choice Voucher Program**

Families participating in the Housing Choice Voucher (HCV) program benefit from a monthly subsidy to help pay their rent and utilities. The subsidy varies for each family depending upon the family's size and income.

The U. S. Department of Housing and Urban Development (HUD) has mandated 24 jurisdictions in the country, including the El Dorado County Housing Authority (PHA), to begin using Fair Market Rents (FMRs) based on zip codes, called Small Area FMRs (SAFMRs), to establish payment standards. The Payment Standard is the maximum amount of assistance a family can receive and is based on the region's fair market rent and funding from HUD. This is not the maximum rent that can be charged by landlords. This is the maximum amount a family can receive, but monthly assistance may be different. The amount of rent a landlord can charge must be "reasonable" when compared to unassisted rental units in the neighborhood with similar amenities. If the cost of the rent plus utilities is greater than the payment standard, the PHA may approve the family to pay the difference if they have sufficient income.

The chart below shows the Payment Standard for El Dorado County zip codes and the bedroom sizes listed.

Zip Code	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom	Five-Bedroom
95667	\$1,100	\$1232	\$1551	\$2222	\$2684	\$3087
96150	\$1034	\$1166	\$1463	\$2090	\$2530	\$3289
95682	\$1177	\$1320	\$1661	\$2376	\$2871	\$3302
95709	\$1169	\$1302	\$1644	\$2356	\$2850	\$3,278
95762	\$1,431	\$1,602	\$2,016	\$2,889	\$3,492	\$4,016
95726	\$1030	\$1150	\$1450	\$2080	\$2510	\$2887
95623	\$1,060	\$1,190	\$1,500	\$2,150	\$2,600	\$1,060
96142	\$954	\$1,071	\$1,350	\$1,935	\$2,340	\$2,691
95619	\$1,260	\$1,413	\$1,782	\$2,547	\$3,087	\$3,551
95634	\$1,090	\$1,220	\$1,540	\$2,200	\$2,670	\$3,071
95720	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$3,071
95651	\$1,060	\$1,180	\$1,490	\$2,130	\$2,580	\$3,071
95633	\$1,040	\$1,170	\$1,470	\$2,100	\$2,550	\$2,933
95664	\$1,269	\$1,422	\$1,791	\$2,565	\$3,096	\$3,560
95672	\$1,245	\$1,397	\$1,758	\$2,518	\$3,040	\$3,496
95614	\$1,431	\$1,602	\$2,016	\$2,889	\$3,492	\$4,016
95635	\$1,310	\$1,470	\$1,850	\$2,650	\$3,210	\$3,692
95636	\$1,007	\$1,121	\$1,416	\$2,024	\$2,451	\$2,819
95684	\$1,140	\$1,283	\$1,615	\$2,309	\$2,793	\$3,212

Eff 10/1/2020