

LAKE COUNTY REQUEST FOR PROPOSALS

May 19, 2023

ANNOUNCEMENT:

The Lake County Continuum of Care (LCCoC) and Lake County Behavioral Health Services (LCBHS) are pleased to announce the availability of up to \$2,625,000 through the Housing and Homeless Incentive Program (HHIP) and the Homeless Housing, Assistance and Prevention (HHAP) grant programs to provide 24/7 Interim Sheltering and coordinate supportive services for up to three years.

The deadline for applications is **June 19, 2023, BY 11:59 P.M.**

Non-discrimination Statement:

The sponsor will not deny the benefits of this grant from or discriminate against any person based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The sponsor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The sponsor will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Sponsor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case, less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Sponsor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Local Scoring Rubric Criteria can be found on the Lake County Continuum of Care website: [Scoring Rubric | Lccoc \(lakecoc.org\)](https://www.lakecoc.org/scoring-rubric)

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Lake County Continuum of Care Engagement Statement

Our mission is to align programs and resources to facilitate solutions to end homelessness in our community. Through cross-sectional partnerships and shared resources, our team of dedicated organizations and individuals have a bold goal—to end homelessness in Lake County

REQUEST FOR PROPOSALS

1. Project Overview

Recent History: The Lake County Continuum of Care (LCCoC) and Lake County Behavioral Health Services (LCBHS), with community cooperation, have funded an overnight shelter at the County's former juvenile detention center successfully the last 5 months, utilizing Homeless Housing, Assistance and Prevention (HHAP) grant funding received. The shelter has functioned as an overnight shelter, opening late afternoon, and closing again in the morning and providing an evening meal and a continental style breakfast before guests leave for the day.

Current Need: It has been recognized that there is an ongoing need to assist those vulnerable in the community who are experiencing homelessness. It is also recognized that the benefits of a shelter to the community reduce the burdens placed on the justice and healthcare systems. Therefore, the community has expressed the continuation and expansion of shelter operations and services to include a full-time shelter and formal involvement of community service providers to assist residents to gain permanent housing.

Funding: Along with HHAP, the Housing and Homeless Incentive Program (HHIP) grant programs are administered through the California Department of Housing and Community Development (HCD) to allocate funding to the California Counties and Continuum of Care "to assist persons experiencing homelessness" in local communities as part of the State's homelessness initiatives. It has been determined that these funds will be utilized to fund an ongoing, 24/7 shelter at the County's former juvenile detention center. Lake County Behavioral Health Services (LCBHS) as the Administrative Entity (AE) for the Lake County Continuum of Care (LCCoC), will receive applications, administer the awards, and be responsible for state reporting.

The LCCoC and Lake County Behavioral Health Services have determined the grant is for the creation of one Emergency Shelter for \$75,000 per month for up to three (3) years. It is expected that shelter(s), located at the former juvenile detention center at 1111 Whalen Way, Lakeport, will be open full-time, 24/7 through Fiscal Years 23-26 and will be able to accommodate individuals as well as youth and families with children. Funding source parameters are for persons experiencing homelessness with 10% of funding set aside for youth (for age 24 and younger).

Local applicants must submit their proposals to the AE no later than **11:59 pm on June 19, 2023**. Applications meeting the minimal qualifications will be asked to attend an interview meeting on June 22, 2023, and answer clarifying questions from the Grant Selection Committee, comprised of general members of the LCCoC. Funding recommendations shall be made by the Grant Selection Committee, which will be forwarded to the LCCoC Executive Board for approval. Any remaining funds not requested shall be redistributed to the LCCoC, to maximize Lake County's allocations.

The contracting process, leading to funding disbursement, will begin immediately after an applicant has been given a letter of intention.

The contract term will be through June 30, 2026, and is dependent upon state grant funding at this time.

- All proposals will be reviewed for compliance with the terms of this RFP and the parameters of [HHIP](#) and [HHAP](#) grant funding. Potential applicants are invited to attend a

Question-and-Answer session on **June 2, 2023, at 3 pm**. Please seek technical assistance for potential proposals at the Q and A session.

- **The applicant's Proposal and Interview are scored separately but together make the final score.** Both the Proposal and Interview require a score of 80% to be eligible for recommendation to Executive Board.

2. Eligible Subrecipients

HHIP and HHAP funds are distributed locally through the Lake County Continuum of Care (LCCoC), respectively, to subrecipients. **The LCCoC strongly encourages first-time applicants, agencies serving underserved populations, and agencies serving special needs populations to apply for CoC funding.** Scoring support documents are available on the LCCoC website: lakecoc.org

A subrecipient can include:

- a unit of local government including housing authority,
- a registered 501©3 non-profit organization,
- or a state or federally recognized tribal entity.

3. Eligible Activities Details

Both HHIP and HHAP all funding to be used for interim or emergency shelter operation expenses. Funding will be used for reasonable costs including staffing, food, utilities, supplies, insurance, and other costs associated with operating subsidies for emergency shelter and be described in a budget narrative.

Subrecipients will also be expected to coordinate with community service providers to assist residents in gaining benefits, potential employment services, improving behavioral and physical health and wellness, and ultimately gaining permanent housing. This will include, with LCCoC assistance, formal Memorandums of Understanding (MOUs).

Applicants will describe a plan of how proposed activities/services will promote advancing residents into recovery and permanent housing.

All applications must describe how the activities outlined are aligned with the [United States Interagency Council on Homelessness's Housing First Checklist](#).

All activities must be conducted within the relevant LCCoC geographic area of Lake County.

4. Requirements

The applicant will be responsible for obtaining the proper insurance, fire, and city inspections (if applicable), and whatever other requirements for a particular placement is located.

Subrecipients **MUST** actively participate in the local Coordinated Entry System (CES) and Homeless Management Information System (HMIS).

CES is an important process through which people experiencing or at risk of experiencing homelessness can access the crisis response system in a streamlined way, have their strengths and needs quickly assessed, and rapidly connected to appropriate, tailored housing and mainstream services within the community or designated region.

HMIS is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Such software applications record and store client-level information on the characteristics and service needs of homeless people. Each subrecipient **MUST** enter client data into HMIS.

Such data should include:

- a) The number of people served.
- b) The number of unsheltered homeless people served.
- c) The number of shelter beds.
- d) The average length of time spent as homeless before entry into the program or project.
- e) The number of homeless people exiting the program or project to permanent housing.
- f) The number of people that return to homelessness after exiting the program or project.
- g) The number of households expected to increase monthly income.
- h) The number of people receiving services during the annual Housing Inventory Count (HIC).
- i) The percentage of destination error rate in HMIS.
- j) The percentage of unduplicated persons in HMIS.

Technical assistance and software licensing will be offered through the LCCoC.

Quarterly Reports:

Subrecipients will be required to submit quarterly reports to the LCCoC AE, including:

- Expenditures made within the quarter.
- Activities done within the quarter.
- HMIS Client Data input within the quarter

LCCoC and County may request additional information, as needed, to meet other applicable reporting or audits.

LCCoC and County will monitor the expenditures and activities of Subrecipients, as LCCoC and County deem necessary, including performing a review prior to the obligation of funds to ensure compliance with program requirements. As a result, LCCoC and County may stop payment or request the repayment of funds from a Subrecipient or pursue any other remedies available to it by law for failure to comply with program requirements. After a contract has expired, any funds

not expended for eligible activities shall revert and must be remitted back to LCCoC and County.

Additional requirements:

Develop partnerships with other community organizations and healthcare organizations for whole system of care approach for residents including utilizing the Lake County Community HUB

Ensure that the expenditure of funds is consistent with the requirements of the [HHIP](#) and [HHAP](#) grants.

Minimum standards for emergency shelters at [24 CFR 576.403\(b\)](#); Shelter and housing standards at [24 CFR 576.500\(j\)](#).

Additionally, the standards of the following must be met: Recordkeeping and reporting requirements at [24 CFR 576.500\(a\)](#); Affirmative Outreach at [24 CFR 576.407\(b\)](#); Communications at [24 CFR 8.6](#); Duplication of Benefits at [Section III.F.10 of Notice CPD-21-08](#), [24 CFR 576.500\(a\)](#), and [2 CFR 200.403](#); Confidentiality at [24 CFR 576.500\(x\)](#); Equal Access at [24 CFR part 5, Subpart A](#); Prohibition against involuntary family separation [24 CFR 576.102\(b\)](#), protections described in the Violence Against Women Act (WAWA) under [24 CFR Section 5, subpart L](#).

LCCoC and County to monitor the expenditures and activities of Subrecipients, therefore, subrecipients will make records available as well as allow for site inspections to ensure standards as outlined in [24 CFR 576.403\(b\)](#) are being followed.

Applicant has a current Security and Privacy Policy and a Code of Conduct that has been made available to all staff. Applicant has a current Grievance Policy that has been made available to program participants and applicable staff.

Applicant has developed a housing assessment and housing stability plan for participants.

Become a [member of the Lake County Continuum of Care](#).

Subrecipients must provide eligible activities in a manner consistent with the Housing First practices described in [California Code of Regulations, title 25, section 8409, subdivision \(b\)\(1\)-\(6\)](#). Subrecipients allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First, as provided in [Section 8255, subdivision \(b\) of the Welfare and Institutions Code](#). Under the Housing First model, services offered are as needed and requested voluntarily, and that does not make housing contingent on participation in services.

In many communities, homelessness is experienced disproportionately by race and other protected classes, including disability status. Additionally, the Centers for Disease Control and Prevention is also reporting disproportionate impacts by race and ethnicity for COVID-19 hospitalization and death, specifically Black, Indigenous, and Hispanic/Latinx persons. Therefore, it is important to incorporate equity and

accessibility considerations into the proposed projects to address racial and systemic inequities, and equitably distribute resources within the target population.

5. Conflict of Interest

The Applicant must disclose, as part of the proposal, any possible conflicts of interest that may result from the award of the contract or the services provided under the Contract.

Except as otherwise disclosed in the proposal, the Applicant affirms that to the best of its knowledge there exists no actual or potential conflict between the Applicant, the Applicant's project manager(s), or its family's business or financial interests ("Interests") and the services provided under the Contract. In the event of any change in either Interests or the services provided under the Contract, the Applicant will inform LCCoC and County regarding possible conflicts of interest, which may arise as a result of such change and agrees that all conflicts shall be resolved to the LCCoC and County's satisfaction or the Applicant may be disqualified from consideration under this RFP. **As used in this Section, "conflict of interest" shall include, but not be limited to, the following:**

- Giving or offering a gratuity, kickback, money, gift, or anything of value to an LCCoC or County official, officer, or employee with the intent of receiving a contract from LCCoC or County favorable treatment under a contract.
- Having or acquiring at any point during the RFP process or the term of the Contract, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Applicant's performance of its duties and responsibilities to LCCoC and County under the Contract or otherwise create the appearance of impropriety concerning the award or performance of the Contract; or,
- Currently in possession of or accepting during the RFP process or the term of the Contract anything of value based on an understanding that the actions of the Applicant or its affiliates or Interests on behalf of LCCoC and County will be influenced.

6. Application Proposal

The proposal must be submitted in the following format:

PDF with no more than 10 pages (not including any supplemental appendices or materials), a minimum of 11-point font, and each page shall be numbered.

The proposal shall include the **following as a minimum:**

1. **Applicant:** The applicant shall provide an introduction of the Applicant, the information listed below, and be signed by a principal of the firm (CEO/Board Chair/Executive Director). Please also include the dollar amount of funds you will be applying for.

State: "[Name of Organization] agrees to all terms outlined in the Request for Proposal, including, but not limited to participating in the Coordinated Entry and HMIS programs, adopting/implementing Housing First practices, prioritizing assistance to

homeless individuals and families over assistance to individuals and families at risk of homelessness, and ensuring that expenditures of grant funds are consistent with the requirements of the Program.”

Organizational Details shall include:

- Organization/agency name, and address
- Contact information of the main point of contact
- Proposal title, and date
- In appendices:
 - Letter of support from the applicant governing/advisory board
 - Documentation of verifiable 501(c)3 nonprofit organization status, a local government including housing authority, or a state or federally recognized tribal entity.
 - Please disclose all litigation and/or criminal investigations or proceedings involving the Applicant and any claims or allegations of fraud or breach of contract against Applicant by a governmental or public entity arising out of their business dealings with governmental or public entities.
 - Conflict of Interest Statement (see above).
 - Finance statement of income, expenses, balance sheet, and cash flow
 - Organizational chart and resume

2. **Executive Summary:** Give an overview of the entire project describing its most essential elements. Include information on the population, barriers, and severity of need for the project. Include data elements of past performance, permanent housing, exits to permanent housing, income, the expectation for percentages on unduplicated persons served, and potential data errors. The summary should present the Service Provider’s basic scope of services, objectives, and intended results of the project. It should summarize how the proposal meets the RFP requirements and why the Service Provider is best qualified to perform the required work.

Any first-time applicants will need to provide detailed planning on how they expect to meet project requirements and performance measures. Examples include but are not limited to documents with action plans, milestones, and the team members that will assist in successful execution.

Guidance for a detailed forecasted Action Plan for the new project can be found on the LCCoC website [Grant Selection Committee | Lccoc \(lakecoc.org\)](https://lccoc.org) under the “New Gran Applicant Guidelines.”

Executive Summary MUST describe how the activities outlined in the proposal provide immediate emergency assistance to people experiencing homelessness or at imminent risk of homelessness, and that those uses are aligned with California’s Housing First policy.

3. **Evidence-Based Practice:** A detailed description of the project showing which evidence-based model the services will be based upon and the Service Provider's understanding of the project requirements and challenges. Describe how best practices will be used to enhance services and meet benchmarks. Fill out a minimum of the core elements section of the [United States Interagency Council on Homelessness's Housing First Checklist](#).

Applicant has developed writing policies and procedures for programs offered to persons experiencing or at-risk of homelessness, which includes client eligibility criteria.

4. **Key activities:** Please see 3. Eligible Activities Details and 4. Requirements above. Please describe key activities and how they align with providing assistance by one or more activities of this grant. Include how services are aligned with Housing First and will assist persons experiencing homelessness or at imminent risk of homelessness, and that those uses are aligned with Housing First. Describe your intake process, how you will report on performance measures, and using HMIS and CES. Include information on how your agency expects to use Coordinated Entry System for Housing Problem Solving, referrals, and client case conferencing. Describe the process of providing services that lead to permanent housing.
5. **Equity:** Describe how the Project will address equity and provide equitable services for the target population, including any local disproportionate impacts of COVID-19 and homelessness by underserved communities based on the LCCoC's Gaps Analysis. Provide supporting evidence of the strategies' effectiveness including data trends, policies, training, community engagement, and collaborative efforts with providers and community partners. Describe your organization's strategies to address inequities and processes to overcome barriers for the underserved populations to meet equitable outcomes.
6. **Performance Measures:** Describe in detail the performance measures targets. Give a number value to each performance measure. Additional performance measures may be added, but at a minimum, the following performance measures must include:
- The anticipated number of people expected to serve with the proposed funding.
 - The anticipated number of unsheltered homeless persons served.
 - The anticipated number of shelter beds.
 - The anticipated average length of time spent as homeless before entry into the program or project.
 - The anticipated number of homeless persons exiting the program or project permanent housing.
 - The anticipated number of persons that return to homelessness after exiting the program or project.
 - The anticipated number of households expected to increase monthly income.

- h) The anticipated percentage of the number of people participating in the annual Housing Inventory Count (HIC).
- i) The anticipated percentage of destination error rate in HMIS.
- j) The anticipated percentage of unduplicated persons in HMIS.

7. Staffing: Include a list of personnel who will be directly assigned and a description of duties for this project.

8. Budget & Budget Narrative: The LCCoC or County asks applicants for a budget table with a narrative. The budget table displays the total costs for each category of the budget. The Grant Selection Scoring Group will accept a variety of budget formats. Scoring will be based on content. Financial summary disclosure of all funding sources related to this project is required.

The Budget Table should lay out the expenses/capital over the period of the grant. The important categories include personnel, fringe benefits, travel, equipment, materials/supplies, contracts, construction, professional development, indirect costs, direct service costs, and administrative costs.

The Budget Narrative can be included in the budget table or as a supplemental document. The general requirements for the narrative are:

- The budget narrative must correlate with the grant specifications/legislation identified in the grant.
- The budget narrative should break down costs for each of the major categories.
- Describe each line item in the budget table and show the calculations to derive the costs. Current Unit cost or forecasted cost should be included.
- Expenses should be justified in the context of the proposal.
- Justify the use of consultants and subcontractors with milestone dates and deliverables as funds are spent.
- Explain how indirect costs were calculated.
- Each item must correlate to specific activities described in the body of the project.
- Provide budget drawdown plans, utilization rate, and matching funds, by category breakdown.
- Detail the various types of available housing together with anticipated spending changes.

Indirect Costs are the costs necessary for the general operation of an organization to deliver its services or conduct its business. Indirect costs include rent, utilities, and overhead expenses. Other funding sources should also be identified, including volunteer hours or in-kind donations.

Administrative Costs are those that support the entire organization and are often limited by statute. Examples of administrative costs include fiscal operations, executive salaries, and legal counsel.

Eligible applicants may submit more than one program/project for consideration. However, each program/project must be submitted with its own proposal.

7. Q and A session

Technical Assistance and questions regarding the grant and the application process will be addressed in a virtual Q and A Session on **June 2, 2023, at 3:00 P.M.** via Zoom:

<https://us06web.zoom.us/j/89289989147?pwd=emY5dmt2b0d4SUIveUZiRUUpUSEVHdz09>

Meeting ID: 892 8998 9147 Passcode: 1234 Dial in: +1 669 900 6833 US (San Jose)

8. Application Deadline

Applications are due by email to scott.abbott@lakecountyca.gov no later than June 19, 2023, at 11:59 p.m. Proposals must be in PDF format and may not exceed 10 pages (plus appendices). Local applicants **MUST** submit proposals to the LCCoC AE and **NOT** directly to HCD. Proposals submitted to HCD or not completed by the deadline shall be disregarded.

9. Grant Applicant Interview

Grant applicants will be scheduled to make a brief interview via Zoom to answer clarifying questions for their proposals by members of the Grant Selection Scoring Group, according to the Timeline of Activities in Section 9. The 30–45 minute interview process is part of the total score for the applicant. Each applicant is allowed several staff to be present. This will take place after the initial review of the proposals to make sure they are in compliance with the RFP terms. Applicants will be contacted to schedule the time.

10. Project Selection Process

Selection of Proposals for Awards

The project selection process shall avoid conflicts of interest in project selection and shall be easily accessible to the public – all documents, including this one and the application pertaining to this funding opportunity, are located at www.lakecoc.org.

Following the Grant Application Interview, the Grant Selection Working Group will review all eligible applications and interviews. Scores will be added with a top score of 100 points. [See Scoring Criteria](#). The subrecipient with the highest scores will be recommended to the LCCoC Executive Committee. The subrecipient must receive a minimum score of 80% to be eligible for recommendation to the LCCoC Executive Committee. Following a vote, the LCCoC Executive Committee will then authorize a letter of intent for funding for the operations of the ongoing Emergency Shelter.

Application Notification

Applicants shall be notified of the LCCoC Executive Committee decisions via email within 48 hours after it has been presented to the executive committee, no later than **June 27, 2023**. Applicants who were not selected shall also be notified via email. The representative listed as the main grant contact in the application shall be the person contacted.

Appeals Process

To appeal, an applicant must submit to LCCoC, a written appeal, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in an advantage to an applicant. Once the written appeal is submitted to LCCoC, no further information or materials will be accepted or considered thereafter.

Appeals may be submitted by email to scott.abbott@lakecountyca.gov

Emails to the email address listed above will be accepted if the email time stamp is before the appeal deadline. The Appeal Deadline is **July 5, 2023**, at 5:00 p.m. Pacific Standard Time.

Contracting Process

Following the Letter of Intent, a contract will be developed by Lake County Behavioral Health Services on behalf of the County and the Lake County Continuum of Care and reviewed by County Counsel. See examples of past contracts here: [CoC Contracts | Lccoc \(lakecoc.org\)](https://lakecoc.org/CoC_Contracts)

Once the contractor has signed the contract, the contract will be scheduled for the Lake County Board of Supervisors for final execution, anticipated to be on **July 18, 2023**.

11. Timeline

Activity	Date & Time
Local NOFA Released	May 19, 2023
Q and A Zoom Meeting	June 2, 2023, at 3:00 p.m.
Submission Deadline	June 19, 2023, by 11:59 p.m.
Initial Review for Compliance	June 20, 2023
Applicant Interviews	June 22, 2023
Letter of Intent	June 27, 2023
Appeals Due	July 5, 2023, by 5:00 p.m.
Board of Supervisors Contract Approval	July 18, 2023
Deadline for funds to be expended	June 30, 2026

12. Terms and Conditions

By your submission of a proposal, you agree to be bound by the requirements of this proposal and the following conditions:

12.1 To the best of Applicant's knowledge and belief, all information provided in the grant application is true and correct and all estimates are reasonable.

12.2 To the fullest extent allowed by law, RFPs will not be public record until discussion and negotiations with Respondent have been completed, as such premature disclosure would jeopardize the County's and the Respondent's negotiating interests. If any proposal contains trade secrets or other information that is confidential or proprietary by law, Respondent shall label all such pages with a stamped annotation such as: "**CONFIDENTIAL-PROPRIETARY TRADE SECRETS, DO NOT DISCLOSE**", and further, provide written notification to the County of its request to keep said information confidential. A Respondent's request for confidentiality must be made in writing and enclosed in the envelope containing the proposal. The proprietary or confidential data must be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.

12.3 The County reserves the right to cancel this RFP at any time, even after the opening of proposals.

12.4 County is not liable for any costs incurred by Proposer in the preparation, presentation or in any other aspect of the Proposal.

12.5 Disposition of Proposal(s) and Contract Award:

- A. All proposals shall become the property of LCBHS.
- B. Failure to furnish all information requested in this RFP or to follow the proposal format may disqualify a proposal.
- C. County reserves the right to accept or reject all or any part of any proposal, waive immaterial defects, informalities, or irregularities, negotiate with all qualified Respondents, and award the contract to the firm or individuals, who, in the sole judgment of the County, best serves the interests of the County. The County may terminate negotiations if, in its opinion, they are unsuccessful and begin negotiations with other respondents.
- D. A response to this RFP is an offer to contract with the County based upon the terms, conditions, scope of work, and/or specifications contained herein. The county shall have no contractual or other obligation to a Respondent under any successfully negotiated contract until the contract has been approved and signed by both parties. The contents of the proposal submitted by the successful Respondent and this RFP will become part of any contract awarded.
- E. Issuance of this RFP in no way constitutes a commitment by the County to procure or contract for the articles of goods or services solicited.
- F. Proposers may be required before the award of any contract to show, to the complete satisfaction of the County, the necessary facilities, ability, obtaining the proper insurance, fire and city inspections (if applicable), and whatever other requirements for a particular placement is located, and financial resources to provide the services specified in a satisfactory manner.

12.6 Respondent shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for

damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of the person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely by the negligence of County.

12.7 Default by Respondent: In case of default by the successful Respondent, LCBHS may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Respondent, the difference between the price named in the Purchase Order, Contract, or Agreement with said Respondent and the County's subsequent cost to obtain substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time of such purchase.

12.8 LCBHS reserves the right to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission and to request additional data after the deadline. If it becomes necessary to do so, addenda or supplements to the RFP will be issued and shall become a part of the RFP. The County is not responsible for any other explanation or interpretation. It is the responsibility of the Respondent to ensure that he/she has received all addendums and/or supplements prior to submitting a proposal.

12.9 It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Respondent's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than ten (10) days prior to the date set for acceptance of proposals.

12.10 Errors and Omissions: If prior to the date fixed for submission of proposals, a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP or any of its exhibits, it shall immediately notify the designated County contact of such error in writing and request modification or clarification. Modifications and clarifications will be made by written addenda and distributed to all parties who have been furnished or who have requested the RFP.

12.11 Security and Confidentiality: To preserve the integrity of the security and confidentiality measures integrated into County operations, any Respondent required to meet confidential County information in order to respond to this RFP and/or to perform the services solicited, may be required to sign, and submit a Confidentiality Statement. Successful Respondent's personnel and/or subcontractors, who may require periodic access to secured areas within the County, may be required to wear security identification badges. Badges will be issued to individuals only after the satisfactory completion of a background check. Any such confidentiality and/or security measures will be part of the contract.

12.12 Insurance: Successful Respondent agrees to comply with the County's standard insurance provisions.

12.13 Governing Laws: The laws of the State of California will govern any purchase order entered between the County and the selected Respondent.

12.14 Each Respondent shall inform self of, and the successful Respondent awarded a contract shall comply with, State and local laws, statutes, regulations, ordinances, and generally accepted industry standards relative to the execution of the material supplied or work performed. This

requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

12.15 This RFP supersedes all proposals, oral and written, and all negotiations, conversations, or discussions heretofore and between the parties related to the subject matter.

12.16 Services are to be provided only to eligible Lake County residents at no cost during the grant period.