

Palm Beach County Board of County Commissioners
REQUEST FOR PROPOSALS (RFP)
APPLICATION PACKET



INFORMATION GUIDANCE

Community Services Department (CSD)
is seeking proposals for:

U.S. Department of Housing and Urban Development
Community Development Block Grant (CDBG)
Shelter Dispatch Services

July 1, 2021 through September 30, 2022

Release Date: Tuesday, May 11, 2021

Application Due Date: Tuesday, May 25, 2021 by 12:00 p.m. (Noon)

Community Services Department
Division of Human Services (DHS)
Wendy Tippett, Director
810 Datura Street, Suite 350
West Palm Beach, Florida 33401

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READ CAREFULLY AND COMPLY WITH ALL REQUIREMENTS

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS RFP GUIDANCE AND DOCUMENTS LISTED CAN BE REQUESTED IN AN ALTERNATE FORMAT. AUXILIARY AIDS OR SERVICES WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE DIVISION OF HUMAN AND VETERAN SERVICES AT (561) 355-4772 OR CSD-CDBGFRP@PBCGOV.ORG.

SECTION I: GENERAL INFORMATION

Introduction

Palm Beach County Board of County Commissioners (BCC), Community Services Department (CSD) invites eligible entities to submit proposals for Community Development Block Grant (CDBG) Shelter Dispatch Services to implement a homeless dispatcher system.

Program Overview

Palm Beach County Department of Housing and Economic Sustainability (HES) receives CDBG funds from the U.S. Department of Housing and Urban Development (HUD) annually. CSD Division of Human Services (DHS) administers a portion of this funding to operate homeless shelters in Palm Beach County, an eligible activity for CDBG as per 24 CFR 570.201 (e)–Public Services, that will meet a CDBG National Objective as per 24 CFR 570.208 (a) (2)-Limited Clientele Activities.

CSD is seeking proposals from qualified nonprofit organizations to implement a homeless dispatcher system that will be located in Delray Beach and operate 365 days per year from 7:00 am to 7:00 pm. The homeless dispatchers will:

- 1) Serve as the front line responder to all homeless calls;
- 2) Vet callers who report as homeless and refer them to navigation;
- 3) Dispatch and follow-up with Outreach Teams, based on agreed upon Grid Map; and
- 4) Enter data into the Client Management Information System (CMIS).

Funding Available

Funding availability for this project is \$350,000. All dollar amounts are subject to annual Federal budget approval.

Note:

- ONLY one (1) application per agency will be considered for funding.
- This solicitation is governed by 2 CFR 200.

Eligibility

- Hold current and valid 501(c)(3) status as determined by the Internal Revenue Service (except public entities).
- Be chartered or registered with the Florida Department of State and have been incorporated for at least one agency fiscal year (except public entities), and have provided services for at least six (6) months.
- Create a Vendor Registration Account OR activate an existing Vendor Registration Account through Palm Beach County Purchasing Department’s Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.
- Demonstrate accountability through the submission of acceptable financial audits performed by an independent auditor.

- Maintain contractual liability insurance as listed in [ATTACHMENT 1](#), if applicants are awarded the contract.

SECTION II: APPLICATION PROCESS

Publish/Release Date

May 11, 2021

Deadline Date/Application Due Date:

Entities must complete and submit their applications packages to the CSD RFP submission website by **12:00 pm (Noon), Tuesday, May 25, 2021**. Application packages must be submitted to:

<https://pbcc.samis.io/go/nofo/>

No application will be accepted after this deadline.

Technical Assistance

DHS will hold a Technical Assistance Workshop for applicants from 1:00 pm to 3:00 pm on **Thursday, May 13, 2021** using WebEx (Online). Please check the DHS [website](#) for changes to the meeting location.

<https://pbc-gov.webex.com/pbc-gov/onstage/g.php?MTID=eb8c005cac615b9bd67dfb13928c16c4b>

Meeting number/Access Code: 160 984 1649
Password: jTG6Ktww6P9

Join by phone: +1-415-655-0001 United States Toll
1-844-621-3956 United States Toll Free

Members of the public who plan to attend the meeting in person are asked to please notify CSD as soon as possible by email at CSD-CDBGFRP@PBCGOV.ORG or by phone at (561) 355-4772.

Communication Media Technology (CMT) may be accessed at the following location, which is normally open to the public at 810 Datura Street, West Palm Beach, FL 33401, Basement Conference Room.

People wishing to attend in person may do so at 810 Datura Street, West Palm Beach FL 33401, Basement Conference Room.

Anyone interested in additional information may contact DHS by mail at 810 Datura Street, West Palm Beach, FL 33401, by email at CSD-CDBGFRP@PBCGOV.ORG or by phone at (561) 355-4772.

Also, those wishing to make public comments may contact DHS by sending your comments via traditional mail to at 810 Datura Street, West Palm Beach, FL 33401, or email at CSD-CDBGFRP@PBCGOV.ORG.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status.

In accordance with the Americans with Disabilities Act (“ADA”), persons with disabilities requiring accommodations in order to participate in this public meeting may contact CSD-CDBGFRFP@PBCGOV.ORG no later than three (3) business days prior to such meeting.

Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge), please call (561) 355-4772 or email PBC- CSD-CDBGFRFP@PBCGOV.ORG at least five business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

To maintain a fair, impartial and competitive process, additional requests for assistance must be made in writing and emailed to CSD-CDBGFRFP@PBCGOV.ORG. All questions and answers will be made available for the public to review on the HHA website at:

<http://discover.pbcgov.org/communityservices/humanservices/Pages/HHA.aspx>.

DHS will avoid private communication with applicants regarding this RFP, other than via email as noted above, during the proposal preparation and evaluation period.

The deadline to submit RFP questions by email to DHS is **12:00 pm (Noon), Monday May 24, 2021**, which is one (1) business day before the project application submission deadline.

This RFP Information Guidance is available at the following locations:

- <https://discover.pbcgov.org/communityservices/humanservices/Pages/CoC-Grant-Apps.aspx>
- <http://discover.pbcgov.org/BusinessOpportunities/Pages/default.aspx>

Paper copies of this RFP are available upon request.

CDBG Shelter Dispatcher RFP Information Guidance is for reference purposes only since the proposal must be submitted through the CSD RFP submission website.

Experiencing Unforeseen Technical Issues

An applicant that experiences unforeseen technical issues beyond its control with the CSD application submission site which prevents it from submitting its application by the deadline, must contact the DHS by email at CSD-CDBGFRFP@PBCGOV.ORG to report the technical issue on **Tuesday, May 25, 2021, by 3:00 p.m. EST**, to request approval to submit its application after the deadline. Failure to submit an email containing the required information by this deadline will result in automatic denial of a request to submit a late application. The applicant's timely email must describe the technical difficulties the applicant encountered, and must include a timeline of the applicant's submission efforts.

Note: CSD does not automatically approve requests to submit a late application even in the event of technical difficulties. After CSD reviews the applicant's request, and verifies the reported technical issues, CSD will inform the applicant whether the request to submit a late application has been approved or denied. If CSD determines that the late application submission was due to the applicant's failure to follow all required procedures, CSD will deny

the applicant's request to submit its application. The following conditions generally are insufficient to justify late submissions:

- Failure to follow each instruction in the CSD RFP.
- Failure to complete all required questions within the application.
- Technical issues with the applicant's computer or information technology environment, such as issues with firewalls or browser incompatibility.

Contact Person

This RFP is issued, as with any addenda, for BCC and HES by CSD. The contact for inquiries to this RFP is CSD-CDBGRFP@PBCGOV.ORG.

Anticipated Schedule of Events

CDBG Shelter Dispatch Services RFP Timeline

DATE	ITEM	RESPONSIBLE
May 11, 2021	Publish/Release Date	DHS
May 13, 2021	Technical Assistance Meeting 1:00 pm to 3:00 pm	DHS Applicants
May 24, 2021	Deadline to email application questions 12:00 pm (Noon)	Applicants
May 25, 2021	Deadline Date/Application Due Date 12:00 pm (Noon)	Applicants
May 25, 2021	Deadline to Submit Email Requesting Permission for Late Submittal 3:00 pm	Applicants
June 1, 2021	CDBG Non Conflict Grant (NCG) Review Meeting 9:00 am to 1:00 pm	CDBG NCG Review Committee DHS
June 8, 2021	Deadline to Submit a Grievance (7 Business Days following the NCG Review Meeting).	Applicants
June 8, 2021	Funding recommendation forwarded to Housing and Economic Sustainability (HES) to include in Action Plan for BCC approval.	CSD
June 23, 2021	Final day for response to a grievance (15 Business Days following the receipt of a grievance).	CSD
July 13, 2021	Estimated Date the Cone of Silence Ends BCC Meeting to Approve Recommendations.	HES to include in Action Plan.

Cone of Silence

RFP applicants are advised of the following:

Lobbying “Cone of Silence”

This RFP includes a Cone of Silence. The Cone of Silence will apply from the date the RFP is due back to DHS, which is May 25, 2021, until the final recommendations are approved by the BCC.

Applicants are advised that the "Palm Beach County Lobbyist Registration Ordinance" (Ordinance) is in effect. A copy of the Ordinance can be accessed at:

http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying_Regulations.aspx

The Applicant shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience, the provisions relating to the Cone of Silence have been summarized here:

"Cone of Silence" means a prohibition on any non-written communication regarding this RFP between any Applicant or Applicant's representative and any County Commissioner or Commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the Commission or local governing body to award a contract.

An Applicant's representative shall include but not be limited to the Applicant's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Applicant.

The Cone of Silence is in effect as of the submittal deadline/application due date, May 25, 2021. The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including pre-application conferences, oral presentations before selection committees and contract negotiations during any public meeting. The Cone of Silence shall not apply to contract negotiations between any employee and the intended awardee and any dispute resolution process following the filing of a protest. The Cone of Silence shall terminate at the time that the BCC awards or approves a contract, when all proposals are rejected, or when an action is otherwise taken that ends the solicitation process.

SECTION III: SCOPE OF SERVICES

Funding Terms

Project Funding Term:	14 months
Project Start Date:	July 1, 2021
Project End Date:	September 30, 2022

Terms and Conditions

1. Proposal Guarantee:
CDBG Shelter Dispatch Services Applicants guarantee their commitment, compliance and adherence to all requirements of this RFP by submission of their proposal.
2. Late Proposals, Late Modified Proposals:
CDBG Shelter Dispatch Services Applicants shall save any unfinished proposals and continue to modify the proposals until the proposals are submitted. Once submitted, the proposals are final. Proposals and/or modifications to proposals submitted after the deadline are late and shall not be considered.
3. Costs Incurred by Proposers:

All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by CDBG Shelter Dispatch Services Applicants. No payment will be made for proposals received or for any other effort required of or made by CDBG Shelter Dispatch Services Applicants, prior to commencement of work, as defined by a contract approved by the BCC.

4. Public Record Disclosure:

CDBG Shelter Dispatch Services Applicants are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection in compliance with the Florida Public Records Act.

5. Palm Beach County Office of the Inspector General Audit Requirements:

Palm Beach County has established the Office of the Inspector General in PBC Code Sections 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor and inspect the activities of the winning Proposer's agency, officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impede any investigation shall be in violation of PBC Code Sections 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

6. Commencement of Work:

The County's obligation will commence when the contract is approved by the BCC or their designee and upon written notice to the CDBG Shelter Dispatch Services Applicant. The County may set a different starting date for the contract. The County will not be responsible for any work done by the CDBG Shelter Dispatch Services Applicant, even work done in good faith, if it occurs prior to the contract start date set by the County.

7. Non-Discrimination:

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Applicant warrants and represents that throughout the term of the contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the contract.

As a condition of entering into the contract, the Applicant represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the Applicant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of sub-contractors, vendors, suppliers, or commercial customers, nor shall the Applicants retaliate against any person for reporting instances of such discrimination. The Applicant shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Applicant understands and agrees that a material violation of this clause shall be considered a material breach of the contract and may result in termination of the agreement, disqualification or debarment of the company from

participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Applicant shall include this language in its subcontracts.

8. Client Management Information System (CMIS):

All agencies awarded contracts for CDBG Shelter Dispatch Services must participate in CMIS. All clients served through CDBG Shelter Dispatch Services funds must be entered into CMIS. Funding requires that all clients served be entered and exited in CMIS during the applicable fiscal year. Agencies must execute the required partner and user agreements with Palm Beach County and must participate in the data sharing of CMIS on an ongoing basis throughout the term of their CDBG Shelter Dispatch Services contract in order to maintain eligibility for reimbursement. Provisions are in place within CMIS to protect client confidentiality, yet still report statistical data. Domestic Violence Agencies are exempt from this requirement and will be required to enter into SAMIS.

9. Unified Grant Guidance

Successful applicants receiving contracts under CDBG Shelter Dispatch Services program shall be required to comply with 2 CFR Part 200-*Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

Additional terms and conditions will be included in the program contracts and included in [ATTACHMENT 2](#).

Scope of Services

The Homeless Dispatcher Service will provide for comprehensive coordination and navigation services for homeless persons and will establish a method in which the public can report homelessness throughout Palm Beach County. Services include:

- 1) Serve as the front line responder to all homeless calls.
- 2) Vet callers who report as homeless and refer them to navigation.
- 3) Dispatch and follow-up with Outreach Teams, based on agreed upon Grid Map.
- 4) Enter data into the Client Management Information System (CMIS).

See [EXHIBIT 1](#) for complete description of services.

SECTION IV: WHERE TO FIND LOCAL PROJECT DOCUMENTS YOU MAY NEED

Timeline: Refer to **SECTION II – APPLICATION PROCESS, Anticipated Schedule of Events** in this RFP.

CDBG Shelter Dispatch Services Program RFP Application package can be found at the following locations:

- Visit Palm Beach County’s CoC Grant App website to access RFP:

<https://discover.pbcgov.org/communityservices/humanservices/Pages/CoC-Grant-Apps.aspx>

- Visit The Leading The Way Home website to access RFP:

<http://thehomelessplan.org/>

- Visit CSD RFP Application Submission Website:

<https://pbcc.samis.io/go/nofa/>

SunBiz.org Florida Department of State, Division of Corporations

- <http://search.sunbiz.org/inquiry/corporationsearch/byname>

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

- https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

24 CFR 570.201 (e) – CDBG Basic Eligible Activities

- <https://www.law.cornell.edu/cfr/text/24/570.201>

24 CFR 570.208 (a) (2) – CDBG Criteria for National Objectives

- <https://www.law.cornell.edu/cfr/text/24/570.208>

SECTION V: CONTENT OF PROPOSAL AND INSTRUCTIONS

Summary Instructions

All application questions shall be completed. Any missing or incorrect information will have a negative impact on applications. Use “N/A” only where a response is clearly not applicable.

Applications shall be submitted on or before the application deadline.

No waivers will be granted for applications submitted after the deadline. **Late applications will not be accepted.**

Submission of applications is final. Applications shall be evaluated as submitted. Additional information or documentation after applications have been submitted will not be accepted or considered.

Priority Description

The priority for the CDBG Shelter Dispatch Program is applicants who are knowledgeable in the areas of homelessness and homeless providers, HUD homeless definitions, collaboration, and CMIS data entry/analysis.

CDBG Shelter Dispatch Services Program Application

Except where noted, all CDBG Shelter Dispatch Program applicants shall complete and submit all items listed below.

The deadline for application package submission is Tuesday, **May 25, 2021 by 12:00 pm (Noon)**. Application Package shall be submitted on the Palm Beach County, (CSD) RFP Application Submission Website:

<https://pbcc.samis.io/go/nofo/>

The NCG Review Committee meeting, during which the NCG Review Committee will review and score all applications, is scheduled to take place on **Monday, June 1, 2021, from 9:00 am to 1:00 pm** using WebEx (Online). Please check the DHS [website](#) for changes to the meeting location.

<https://pbc-gov.webex.com/pbc-gov/onstage/g.php?MTID=ea99926d73b02eeaf14881d93b92fadec>

Meeting number/Access Code: 160 814 8079
Password: QJuJcNHP323

Join by phone: +1-415-655-0001 United States Toll
1-844-621-3956 United States Toll Free

Members of the public who plan to attend the meeting in person are asked to please notify CSD as soon as possible by email at CSD-CDBGFRP@PBCGOV.ORG or by phone at (561) 355-4772.

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People wishing to attend in person may do so at 810 Datura Street, West Palm Beach FL 33401, Human Services Conference Room.

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Scoring Criteria

Palm Beach County makes CDBG Shelter Dispatch Program funds available to area non-profit organizations with programs currently serving the homeless and/or persons at risk of homelessness. Only agencies with experience

serving the homeless and/or persons at risk of homelessness will be considered for funding. Applications will be scored based on the following criteria. See [ATTACHMENT 3](#).

Scoring for RFP:

- 1) Experience - 20 points
- 2) Coordination- 20 points
- 3) Key Staff – 10 points
- 4) Organizational Capacity – 20 points
- 5) Inclusivity – 10 points
- 6) Racial Equity – 10 points
- 7) Program Budget - 10

Application Package

Proposal

Federal ID

Agency Name

Doing Business As (DBA)

Please indicate name(s) by which agency is known or does business.

Address

City

State

Zip Code

NOFO/RFP

Additional Editors

Program Name

RFP Information Document

Click to download the **CDBG Shelter Dispatch Services RFP Guidance** document for reference throughout the application.

General Contact Information

CEO/Executive Director Name and Title

CEO/Executive Director Email

Agency Contract Person Name and Title

Agency Contract Person Phone

Agency Contract Person Email

Total Funding Amount Requested

Please enter total funding amount across all service categories that you are requesting.

Total People Expected to Serve

Please enter total number of unduplicated people expected to be served with the funding requested.

CDBG Shelter Dispatch Services Application

1. Experience (5000 characters) (20 points)

Please describe your agency's experience in engaging, assessing and coordinating services for the homeless population in Palm Beach County.

2. Coordination (5000 Characters) (20 points)

How will your proposed activity coordinate with the County's Homeless Resource Centers and the current system of care? How has your agency been involved with Coordinated Entry? If your agency has not been involved, please describe your willingness and timeline for participation.

3. Key Staff (1500 Characters) (10 points)

Describe key staff that will be working on your project. The description should include position titles, education and experience required. Including specific staff names is optional.

4. Organizational Capacity (4000 Characters) (20 points)

Describe the capacity of your organization. Include the following in your description:

- Length of time in business
- Length of time undertaking activity for which funding is being requested
- Number of full-time, paid administrative and/or fiscal staff
- Number of full-time, paid programmatic staff
- Number of active volunteers

5. Inclusivity (4000 Characters) (10 points)

Describe how your agency is (or is working to become more) inclusive and equitable, both in terms of internal practices and programming, and in terms of external partnerships, and within the community.

6. Racial Equity (4000 Characters) (10 points)

What steps has your agency taken or plans to take in order to establish, develop or continue policies, practices, and procedures that increase racial equity in the following areas: Training, hiring and retention, board development, community engagement and partnerships, and other organizational work?

7. Program Budget (10 points)

The Program Budget must be attached to the proposal. The Budget forms that are part of the proposal do not need to be utilized for this budget as it can be in any form, but it should include all program funding sources as well as expenditures by program.

- **Please submit Program Budget in one of the following formats: .pdf OR .xls OR .xlsx**
- **Please name your Program Budget as such: *(Agency Name or Initials) ProgramBudget***

Agency Nonprofit Verification

11. Nonprofit Status Verification

Only public entities and private nonprofit organizations exempt from IRS taxation under section 501(c)(3) are eligible to apply. The nonprofit organization must be incorporated and have an active status. A copy of the IRS letter of designation must be included in the application.

- **Please upload your document in one of the following formats: .pdf**
- **Please name your document as such: (Agency Name or Initials) IRS_FY22**

12. Agency Corporate Status Verification – SunBiz Form

Eligible nonprofit organizations must be registered and have an active status at the Florida Department of State, Division of Corporation (SunBiz). A copy of the SunBiz form must be included in the application.

- **Please upload your document in one of the following formats: .pdf**
- **Please name your document as such: (Agency Name or Initials)Sunbiz_FY22**

SECTION VI: CDBG SHELTER DISPATCH SERVICES PROGRAM PROJECT REVIEW PROCESS

- DHS shall recruit CDBG Shelter Dispatch Services Non-Conflict Grant Review Committee members, prioritizing members who have other relevant experience and are approved by the HHA Executive Committee. NCG Review Committee members shall sign “no conflict of interest” and confidentiality statements.
- CDBG Shelter Dispatch Services NCG Review Committee members shall be appropriately trained.
- Submitted Shelter Dispatch Program applications shall be reviewed by DHS to ensure eligibility criteria are met and that no fatal flaw exists.
- If one or more CDBG Shelter Dispatch Services applications is submitted with a fatal flaw, the application shall automatically be disqualified.
- Accepted applications shall be reviewed, discussed and scored by the CDBG Shelter Dispatch Services NCG Review Committee. The NCG Review Committee shall make award recommendations based on the application scores.
- Preliminary scoring results are delivered to applicants with a reminder about the appeals process.
- Appeals, if any, shall be reviewed by the HHA Appeals Committee.
- The CDBG Shelter Dispatch Services Program NCG Committee’s recommendations for contracts are submitted to the BCC for final approval as a component of HES’s Action Plan.
- BCC has final decision-making authority for all contracts.

The process is welcoming to persons with disabilities, persons who have experienced homelessness, and persons with limited English proficiency. If applicants need any accommodations, please contact CSD-CDBGFRP@PBCGOV.ORG.

SECTION VII: GRIEVANCE POLICY AND APPEALS PROCEDURES

Palm Beach County Board of County Commissioners Community Services Department

CDBG Shelter Dispatch Services Grievance Notice Form

Grievances may be submitted by a CDBG Shelter Dispatch Services applicant who is aggrieved in connection with deviations from the established process for reviewing and awarding CDBG Shelter Dispatch Services Program applications. The amount of recommended awards may not be grieved through this procedure. The filing of a grievance will not delay consideration of contracts by the BCC based on the recommended awards.

An applicant filing a grievance shall complete and submit this CDBG Shelter Dispatch Services Grievance Notice Form to the CSD Director within seven (7) business days of the NCG Review Meeting. Applicant shall receive a written response within fifteen (15) business days of the receipt of this form.

There are no administrative fees associated with filing this grievance.

When completed, submit this Grievance Notice Form via mail or email to the following. Add additional pages as needed.

Mr. James Green, Director
Community Services Department
810 Datura Street, First Floor
West Palm Beach, Florida 33401
JGreen1@pbcgov.org

Entity Filing Grievance: _____

From which process was there an alleged deviation?

Describe in detail the alleged deviation, including how applicant was directly affected.

What remedy does the applicant seek?

Authorized Agency Representative Name and Title

Agency Filing Grievance

Authorized Agency Representative Signature

Date

EXHIBIT 1: SCOPE OF WORK TEMPLATE

SCOPE OF WORK AND SERVICES

SCOPE OF WORK

Agency Name:

Program Name: Homeless Dispatcher Services

Location: Palm Beach County

Target Population: Homeless families, individuals, youth and seniors

Funding Priority: High

Overview:

The Homeless Dispatcher Services will provide for comprehensive coordination and navigation services for homeless persons and establish a method in which the public can report homelessness throughout Palm Beach County. The dispatcher services will be located in the Delray Beach area in a County owned and secured building.

Services:

Services included in the Scope of Service include:

- 1) Provide for coverage of the Homeless Dispatcher line seven days per week between the hours of 7 am and 7 pm (subject to change based upon demonstrated need).
- 2) Provide navigation services to all homeless callers including referral to outreach, referral to prevention and homeless navigators as needed.
- 3) Answer all calls to Call Center and assist callers who identify as homeless.
- 4) Input into the Client Management Information System (CMIS) documentation of homeless callers, dispatcher service provided, and referral for or transfer to prevention services navigation.
- 5) Confirm and enter follow up results from all dispatched services to area resources.
- 6) Work in conjunction with CMIS lead to develop a Geographic Information System (GIS) report based on outreach GIS data.
- 7) Develop callback and wait time procedures for review and approval by County.
- 8) Sign CMIS agency agreement and adhere to Continuum of Care CMIS data standards, as amended.

Number of (unduplicated) Clients Served:

The number of calls received will vary monthly but the anticipated minimum number of calls received by the dispatchers is 300 monthly. These are unduplicated calls.

ATTACHMENT 1: REQUIRED INSURANCE

Prior to execution of this Contract by the COUNTY, the AGENCY must obtain all insurance required under this article and have such insurance approved by the COUNTY'S Risk Management Department.

A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract. Where permitted by the policy, coverage shall apply on a primary and non-contributory basis.

B. **Commercial General Liability.** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the COUNTY'S Risk Management Department.

C. **Business Automobile Liability.** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non- Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

D. **Workers' Compensation Insurance & Employer's Liability.** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

E. **Professional Liability.** AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self- insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims - Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years.

F. **Additional Insured.** AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."

G. **Waiver of Subrogation.** AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the

insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such a Contract on a pre-loss basis.

H. **Certificate(s) of Insurance.** No later than the execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in the Notices article, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. The Certificate of Insurance shall be issued to

Palm Beach County Board of Commissioners

c/o Community Services Department

810 West Datura Street

West Palm Beach, FL 33401

ATTN: Contract Manager

I. **Umbrella or Excess Liability.** If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

J. **Right to Review.** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ATTACHMENT 2: SPECIAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED CONTRACTS

The following additional Terms and Conditions are applicable to this contract for services paid or reimbursed with federal funds and entered into between Palm Beach County (“COUNTY”) and the Vendor (VENDOR).

ORDER OR PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal VENDOR, which are codified in the Code of Federal Regulations (C.F.R.) and applicable to the funding source for this Contract; (3) the federal award or funding document for this Contract; (4) the provisions of the Contract, including any exhibits; (5) all other documents, if any, cited herein or incorporated herein by reference.

VENDOR REGISTRATION

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department’s Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Vendor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Vendor’s most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

SUCCESSORS AND ASSIGNS

The COUNTY and the VENDOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the VENDOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other

NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the VENDOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the VENDOR represents and warrants that it will comply with the COUNTY’S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the VENDOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of sub-contractors, vendors, suppliers, or commercial customers, nor shall the VENDOR retaliate against any person for reporting instances of such discrimination. The VENDOR shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY’S relevant marketplace in Palm Beach County

VENDOR shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.S.C. § 2000d et seq., Title VI, Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. Vendor shall comply with the Drug Free Workforce Act of 1988.

The VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. VENDOR shall include this language in its sub-contracts.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The VENDOR, if prime sub-contracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Article.

B. **AFFIRMATIVE STEPS** must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development VENDOR of the Department of Commerce.

PUBLIC RECORDS, ACCESS, AUDITS, AND RETENTION

The VENDOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Contract, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the VENDOR'S place of business.

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the VENDOR: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, the VENDOR shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time The VENDOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The VENDOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the VENDOR does not transfer the records to the public VENDOR.
- D. Upon completion of this Contract the VENDOR shall transfer, at no cost to the COUNTY, all public records in possession of the VENDOR unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the VENDOR transfers all public records to the COUNTY upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically by the VENDOR must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the VENDOR to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. VENDOR acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

CONFLICT OF INTEREST

The VENDOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and Palm Beach County Code of Ethics. The VENDOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The VENDOR shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the VENDOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work

that the VENDOR may undertake and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the VENDOR. The COUNTY agrees to notify the VENDOR of its opinion by certified mail within thirty (30) days of receipt of notification by the VENDOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the VENDOR, the COUNTY shall so state in the notification and the VENDOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the VENDOR under the terms of this Contract.

INDEPENDENT CONTRACTOR RELATIONSHIP

The VENDOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDORS sole direction, supervision, and control. The VENDOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the VENDOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The VENDOR does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this contract.

PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the VENDOR certifies that it, its affiliates, suppliers, sub-contractors and vendors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, sub-contractor, or VENDOR under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

SCRUTINIZED COMPANIES

- A. As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the VENDOR certifies that it, its affiliates, suppliers, sub-agencies and VENDOR who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the VENDOR certifies that it, its affiliates, suppliers, and sub-contractors, and VENDORS who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With

Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by VENDOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" is required at time of contract execution. Upon request, the VENDOR agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-recipients and sub-agencies after Contract award.

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

The VENDOR must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Contract is valid and throughout the period of any contract that may arise from this Contract, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

BYRD ANTI-LOBBYING

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

A completed certificate (attached hereto and titled Byrd Anti-Lobbying) is required in Contractor's sealed Bid. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

CRIMINAL HISTORY RECORDS CHECK

The VENDOR, VENDOR'S employees, sub-contractors of VENDOR and employees of sub-contractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R2015-0572, as amended. The VENDOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the VENDOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the VENDOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The VENDOR shall make every effort to collect the badges of its employees and its sub-contractors’ employees upon conclusion of the contract and return them to the COUNTY. If the VENDOR or its sub-contractor(s) terminates an employee who has been issued a badge, the VENDOR must notify the COUNTY within two (2) hours. At the time of termination, the VENDOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the VENDOR if the VENDOR 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated VENDOR employee or sub-contractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the VENDOR. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the VENDOR authorized to use the COUNTY’S Tax Exemption Number in securing such materials.

The VENDOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract.

PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the VENDOR, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

AUTHORITY TO PRACTICE

The VENDOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY’S representative upon request.

FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.).

The VENDOR agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding VENDOR and the appropriate Environmental Protection VENDOR Regional Office.

The VENDOR agrees to include these requirements in each sub-contract exceeding \$100,000 financed in whole or in part with Federal assistance money.

SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding VENDOR.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Contract. The COUNTY shall hold the copyright to works produced or purchased under this Contract. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

VENDOR is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. § 6201).

PROCUREMENT OF RECOVERED MATERIALS

VENDOR is to provide COUNTY with those goods designated by the Environmental Protection VENDOR "(EPA)", at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 *or* where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

VENDOR acknowledges that it must comply with The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from a VENDOR or sub-recipient under the Contract. (31 U.S.C. § 3729).

REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or VENDOR

TERMINATION

This Contract may be terminated by the VENDOR upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the VENDOR or without cause upon ten (10) business days written notice to the VENDOR. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the VENDOR shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

In the event the grant to the COUNTY under the CARES Act is suspended or terminated, this Contract shall be immediately terminated effective on the date the Federal Government notifies the COUNTY of the suspension or termination.

REGULATIONS

The VENDOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The VENDOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means.

E-VERIFY-EMPLOYMENT ELIGIBILITY

VENDOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of VENDOR'S subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

VENDOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that VENDOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that VENDOR'S

subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

**ATTACHMENT 3: CDBG SHELTER DISPATCH SERVICES PROGRAM NCG
GRANT REVIEW COMMITTEE SCORING SHEET**

**CDBG SHELTER DISPATCH SERVICES Application
Review Committee Score Sheet**

Applicant: _____

Reviewer: _____

Categories	Maximum Points Allowed	SCORE
1. Experience	20	
2. Coordination	20	
3. Key Staff	10	
4. Organizational Capacity	20	
5. Inclusivity	10	
6. Racial Equity	10	
7. Program Budget	10	
Total Points	100	

Total Points Scored: _____

Final Score Converted to Percentage: _____ (total points scored / maximum points allowed * 100)