



COUNTY OF KERN
PUBLIC HEALTH

**REQUEST FOR APPLICATIONS TO ISSUE
ONE-TIME HOUSING RELOCATION ASSISTANCE FUNDS**

DUE May 30, 2025

TIME Before 11:00 a.m.



REQUEST FOR APPLICATIONS (RFA) TO ISSUE ONE TIME HOUSING RELOCATION ASSISTANCE FUNDS

Introduction

The Kern County Public Health, Environmental Health Division (KCEH) is the local enforcement agency for hotel/motel facilities within Kern County. KCEH is responsible for inspecting local hotel/motel facilities and enforcing the Uniform Housing Code. KCEH can initiate enforcement action against local hotel/motel facilities for substandard living conditions, which may result in the displacement of tenants. In November 2015, KCEH received \$50,000 from enforcement taken against a hotel/motel operator which is to be used to assist displaced tenants. KCEH has identified specific activities that these funds should be used for and is issuing a request for application (RFA) to identify and select organizations to implement these identified activities. Awardees will enter into an agreement with KCEH if selected.

Definitions

Tenant - a person who rents a rental unit from a landlord. The tenant obtains the right to the exclusive use and possession of the rental unit during the rental period. If the rental agreement identifies more than one person as the tenant, then all of the identified people are co-tenants and together they have the right to the exclusive use and possession of the rental unit vis a vis the landlord and other third parties during the rental period but non-exclusive use and possession of the rental unit with respect to each other.

Displacement - the involuntary temporary or permanent removal of a person or a family from a location .

Timeline

- RFA Response Deadline May 30, 2025 by 11:00 a.m.
- RFA Review Panel June 1, 2025 through June 30, 2025
- Approval of all Award Recommendations and Agreements

Designated Eligible Activities

Activity	Funding Available up to
Temporary Housing Provide temporary housing placement of individuals/families displaced due to a lawful order from KCEH	\$40,000
Transportation Transport displaced tenants to temporary housing location(s)	\$5,000

RFA Process

RFA responses are due by: May 30, 2025

Proposals Titled “One Time Funding for Housing Relocation Assistance – (Insert Your Organization Name)”

Applicant must submit Five (5) written copies of application. All pages, including exhibits, must be numbered. Applicants are encouraged to submit their applications using Arial 11 font style and size.

Please submit applications to:

Kern County General Services – Purchasing
1115 Truxtun Avenue
Bakersfield, CA 93301
Telephone: (661) 868-3000

Applications may be delivered in person, by courier services, or by mail to the address indicated above. **ALL APPLICATIONS MUST BE SEALED AND RECEIVED BEFORE 11:00 a.m. ON May 30, 2025**, at the above office and address. Applications submitted after the above deadline will not be accepted. The time stamp clock in the mail lobby of General Services will be the official time. Any application received after 11:00 A.M. will be returned unopened.

A postmark date will not constitute timely delivery. Responses received after the above date and time will not be considered. Applicants are solely responsible for ensuring timely receipt of their applications.

Kern County Environmental Health has established a RFA review panel to review and rank responses. The panel will evaluate all proposals received against the evaluation criteria set forth below and rank them in numerical order based on the aggregate of the evaluation criteria.

After conducting a thorough review and analysis using the RFA review panel, the highest-ranking proposal(s) for each eligible activity will be selected.

Threshold Requirements

Applicants selected to implement the designated activities must agree to the following threshold requirements:

- Must become a member of KCEH's Housing Task Force and regularly attend and participate in Housing Task Force meetings.
- Provide an after-hours contact to KCEH.
- Be able to provide assistance 24 hours a day, 7 days a week, 365 days a year.

Applicants must meet a minimum threshold score of 75 to be considered for the award.

Selection Criteria

Experience (25 pts)

Applicants should describe in 750 words or less their experience providing temporary housing and/or transportation services to the affected population. If the applicant does not have any direct experience, please indicate the ability to innovatively address the proposed activity.

Capacity (25 pts)

Applicants should describe in 750 words or less their organizational capacity to administer the funds in compliance with the terms of the agreement. Please also address the organization's ability to expend the funds and explain the financial controls and oversight in place to ensure proper use of the funds.

Cost Effectiveness/Leverage (25 pts)

Provide a budget detailing:

- The costs for the activity.
- The proposed number of persons/families that can be served with the funds.
- Any leverage of other funding sources.

When available, please cite prior success in addressing the activity(ies). Please address your organization's ability to track, monitor, and support meeting the goals of the activity and adjust as needed.

Implementation Plan (25 pts)

Applicants should provide a project narrative of 750 words or less explaining the activity(ies) to be provided and a realistic timeframe for implementation of the activity. Demonstrate you understand the steps necessary to quickly implement the activity, what partnerships/contracts you have in place that will benefit the activity and any existing best practices.

Expenditure Deadlines

There is no expenditure deadline associated with this funding. Funds can be used until completely drawn down.

This is one-time funding, and applicants should not expect the funding to be renewed.

Other Information

Applicants selected to implement eligible activities will enter into an agreement with Kern County Public Health. Funding will be paid in a lump sum upon entering into the Agreement.

Contact Person

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFA. Unauthorized contact of any County personnel may be cause for rejection of a vendor's application. All inquiries concerning this RFA should be directed to the following Contact Person:

Kern County Public Health
Michelle McFarland
1800 Mt. Vernon Ave
Bakersfield, CA 93306
Telephone (661) 868-0177
mcfarlandmi@kerncounty.com

Exhibit A

I. Background

The following is a brief summary including details that generally describe the services the County is currently receiving, including data and usages in order to provide additional context.

Kern County has 196 permitted hotel/motel facilities. Kern County Public Health, Environmental Health (KCEH), utilizes a risk-based inspection and permitting system which accounts for hotel/motel facilities which operate as a residential hotel/motel. These facilities often act as a tenant's permanent residence and lack the oversight offered to tenants of traditional rental housing. KCEH inspects these facilities two to three times annually to ensure that health and sanitation issues are addressed. In some cases, these facilities may have a gross accumulation of health and safety violations which necessitate the closure of a facility. This means tenants will be displaced from their residence. Often times while required to provide relocation benefits to tenants, owners are not capable of doing so and tenants often seek help in finding alternative housing so as not to end up unsheltered. The RFA would offer displaced tenants temporary funding or temporary accommodations should they be subject to the situation as described.

II. Desired Objective(s)/Scope of Work

The following is a general list of desired outcomes(s) that are essential to achieve as a result of this request to provide transportation for or temporary housing to individuals or families displaced due to a lawful order from KCEH.

The outcome of this RFA is to provide additional safe temporary housing for individuals or families displaced due to a lawful order from KCEH in order to prevent them from becoming unsheltered. This RFA seeks to select an applicant(s) who is capable of providing transportation services or temporary housing services to tenants who have been displaced due to a lawful order from KCEH.

Transportation services are necessary to help displaced tenants who may not have transportation to relocate to temporary housing. Temporary housing services may include contracts with other hotel/motel facilities or vouchers distributed to displaced tenants that can be used at a facility of their choosing. Temporary housing may not be the use of the shelter system.

III. Estimated Value/Cost

The following is a general outline of the estimated budget or value/cost of the work and/or services to be performed.

It is anticipated that the services described under Section II will be funded by Environmental Health fund 22066 account 2160 for Displaced Tenants

Please include the following within your proposal:

- a. The costs for the activity.
- b. The proposed number of persons/families that can be served with the funds.
- c. Any leverage of other funding sources that may be used.

IV. Business and/or Work Environment

The following is a general outline of the Business and Work Environment which includes a description of where and how the work will be performed (operation requirements of the work and programs, systems and infrastructure) in the operation and management of program.

- a) Services shall be provided at the direction of the County.
- b) It is preferred that the proposer demonstrate an ability to provide services to all areas of the County.
- c) Services shall be initiated as directed by County staff through methods described in the Scope of Work.
- d) County will also be available to meet and discuss the project requirements and development at key times during the performance of the service.

V. Deliverables

The following are objective tangible results that the Contractor must produce. This may also include deliverables with milestone dates or time periods that are required to be completed.

The Contractor will provide reports no less than 30 days after initiation of temporary housing services. The location from which tenants are displaced shall be used as the Project name. The report shall include the following information:

- a) Project name
- b) Total number of tenants offered temporary housing
- c) Total number of tenants placed into temporary housing
- d) Name of tenants that were housed under the program
- e) Cost per each temporary housing facility utilized
- f) Length of stay provided to tenants
- g) Number of transportations
- h) Cost of transportation (fuel receipts, bus ticket or ride sharing purchases)

VI. Contractor Licensing, Certifications & Qualifications

The following is a general outline of the skill sets and qualification that will be required.

- a) History of outcomes for similar or comparable works
 - a. Project title, location and description of project
 - b. Nature of vendors responsibility
 - c. Start and end dates of vendors involvement in the project
 - d. Names of vendors keys personnel involved in the project
 - e. Total dollar amount of vendor's contract
 - f. Name and phone number of the project owner
 - g. Name and address of vendor's client if different from the project owner
- b) Prior experience with local, state or federal funding
- c) Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail

EXHIBIT B
SAMPLE MASTER TERMS AND CONDITIONS

1. Insurance

Consultant, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or County as an additional insured.

- a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Consultant has employees who may perform any services pursuant to this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Consultant shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

(1) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form

CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

e. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

- f. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Consultant agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2. Indemnification

Consultant agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

3. Compensation

As compensation for Consultant's satisfactory performance of services, County agrees to pay Consultant the sum of dollars (\$) per month. Payment for Consultant's services shall be promptly processed by County upon Consultant's presentation of claim identifying the services rendered for the period covered by the claim.

4. Term

The term of this Agreement shall be for the period commencing January 1, 2012, and terminating December 31, 2014.

5. Termination

County and Consultant agree that this Agreement shall be immediately terminable if a conflict of interest is determined to exist which would impair the effective performance of services hereunder. Otherwise, either party may terminate this Agreement by providing thirty (30) days written notice to the other party, and such termination is effective on the last day of said thirty (30) day period.

Should notice be given by either party, both parties agree to cooperate during said thirty (30) day period to act in the best interest of the County. Upon termination of this Agreement, neither party shall have any obligations or responsibilities to the other party beyond the effective date of its termination.

6. Assignment

Consultant shall not assign, sublet or transfer this Agreement, or any part hereof. Consultant shall not assign any monies due or which become due to Consultant under this Agreement without the prior express and written approval of the County.

7. Audit, Inspection and Retention of Records

Consultant agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Consultant shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

8. Authority to Bind County

It is understood that Consultant, in Consultant's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

9. Captions and Interpretation

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. Choice of Law/Venue

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

11. Compliance with Law

Consultant shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

12. Confidentiality

Consultant shall not, without the written consent of County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. Conflict of Interest

Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

14. Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Enforcement of Remedies

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

16. Nonwaiver

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

17. Representations

Consultant makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Consultant has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Consultant does not have any actual or potential interests adverse to County nor does Consultant represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

- c. Consultant shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

18. Severability

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

19. Signature Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

20. Sole Agreement

This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

21. Compliance with IRCA

Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

22. No Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Consultant that any such person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

23. Amendments

This Agreement represents the full and complete understanding between the parties, and may only be modified or amended by a written agreement signed by both parties.

24. Political/Religious Activity

No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

25. Communications

Communications in writing made pursuant to this Agreement shall be addressed as follows:

Consultant

County of Kern