



REQUEST FOR APPLICATIONS

FY 2019 Continuum of Care Program Competition

Permanent Supportive Housing Bonus Funding

FOR THE

Department of Housing

NOTICE REGARDING DISCLOSURE
OF
CONTENTS OF DOCUMENT

All responses to this Request for Applications (RFA) accepted by the City of Pasadena (City) shall become the exclusive property of the City. At such time as the City Manager recommends a contractor to the City Council, and such recommendation, with any recommended contract appears on the Council agenda, all applications accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each application which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of an application which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

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City of Pasadena
REQUEST FOR APPLICATIONS
FOR
FY 2019 Continuum of Care Program Competition
Permanent Supportive Housing Bonus Funding

1. REQUEST FOR APPLICATIONS

The City of Pasadena, as the Collaborative Applicant for Continuum of Care Homeless Assistance Funding from the U.S. Department of Housing and Urban Development (HUD), is seeking a qualified non-profit agency to apply for available Permanent Supportive Housing (PSH) Bonus funding as part of the 2019 Continuum of Care (CoC) program competition in conjunction with the City of Pasadena Department of Housing. The Pasadena Department of Housing will submit an application to HUD by September 30, 2019, which will include the selected PSH Bonus application. HUD will ultimately decide which projects included in the application will be funded. If HUD awards funding to the application for PSH Bonus funding, the City will move forward with a contracting process once the grant agreement is received.

In order to be eligible to be considered for funding, all applications must meet threshold requirements, which can be found in Section 11.1 of this RFA and are also listed in the evaluation criteria.

2. DEADLINE FOR SUBMISSIONS

Parties interested in responding to the RFA are asked to complete and submit one (1) electronic copy at <https://pasadenapartnership.org/2019-new-project-applications/> with all required attachments by **5 p.m. on Monday, August 12, 2019.**

Applications received after the deadline or incomplete applications will not be accepted by the City or considered for funding.

3. RFA QUESTIONS AND MANDATORY WORKSHOP

City staff is available to answer any questions and provide technical assistance to any organization wishing to submit an application. Questions regarding this RFA should be directed only to the person designated below. Do not contact any other City employee or official regarding this RFA.

1. Diana Trejo
Homelessness Policy Fellow

Department of Housing
E-mail: dbro-intern@cityofpasadena.net

- Questions regarding the City of Pasadena Living Wage Ordinance:

Antonio Watson
Project Manager
Department of Finance
Phone: (626) 744-838
E-mail: awatson@cityofpasadena.net

3.1 Mandatory Workshop

There will be a RFA workshop on **Thursday, July 25th at 1 p.m.** held at the City of Pasadena Department of Housing Community Room (649 N. Fair Oaks Ave, Suite 203. Pasadena, CA 91103). Attendance at the workshop is mandatory in order to submit an application for Continuum of Care PSH Bonus funding.

4. DEFINITIONS

The words (A) "City", (B) "Department", (C) "Director", or (D) "Contractor", as used in this RFA, shall be understood to refer respectively to (A) the City of Pasadena, California; (B) the several departments therein; (C) the directors of the several City departments; or any of their properly authorized assistants; and (D) the person, firm or corporation with whom the contract is made by said City or the agent or legal representative who may be appointed to represent such person, firm or corporation in the signing and performance of said contract.

5. ADDENDA

If any person contemplating submitting an application for the items or services listed herein is in doubt as to the true meaning of any part of this Request for Applications, he/she may submit to the City representative(s) identified in Section 3, above, a written request for an interpretation or correction thereof.

Any interpretation or correction of City specifications will be made only by addendum, duly issued by the City representative(s) identified in Section 3, above. Addenda shall be made available to each applicant. An applicant's failure to address the requirements of the addenda may result in the application not being considered. If the City determines that a time extension is required for the application, the addenda will give the new submission date.

The City reserves the right to change any part of these instructions to applicants and specifications any time prior to Deadline for Submissions. Any changes shall be in the form of addenda and will become a part of the application documents and of the contract.

6. BACKGROUND

6.1 City of Pasadena

Pasadena is an ethnically diverse community that is home to approximately 137,122 people making it the 183rd-largest city in the United States. Pasadena is the ninth-largest city in Los Angeles County. It is one of the primary cultural centers of the San Gabriel Valley. The City covers approximately 22.5 square miles, with an average of ten residents per acre. The median age of its residents is approximately 36.9 years. There are over 100,000 jobs in a wide variety of industries in the City of Pasadena.

6.2 Continuum of Care Program Competition

The Continuum of Care (CoC) Program (24 CFR part 578) is designed to promote a community-wide commitment to the goal of ending homelessness; to provide funding for efforts by non-profit providers, states, and local governments to quickly rehouse homeless individuals, families, persons fleeing domestic violence, dating violence, sexual assault, and stalking, and youth while minimizing the trauma and dislocation caused by homelessness; to promote access to and effective utilization of mainstream programs by homeless individuals and families; and to optimize self-sufficiency among those experiencing homelessness. Approximately \$2.3 billion is available in the FY 2019 CoC Program Competition for CoC's nationwide including up to \$50 million available for Domestic Violence (DV) Bonus projects

7. OBJECTIVE

The City of Pasadena Department of Housing invites applications from qualified non-profit entities to apply for funding under this RFA. The primary objective of this RFA is to select a project that will provide permanent supportive housing to people experiencing chronic homelessness in the City of Pasadena to be included in the FY2019 CoC Consolidated Application. HUD will ultimately decide if the project included in the application for PSH Bonus funding will be selected to receive an award.

8. SCOPE OF WORK

8.1 Overview

The City of Pasadena is seeking to select a permanent supportive housing project to be included in the FY2019 CoC Consolidated Application for Bonus funding. The projects being solicited should be highly effective, have the capacity to enhance system performance, and provide housing resources to vulnerable populations experiencing homelessness in Pasadena. Projects are encouraged to demonstrate collaboration among providers and leverage mainstream resources to support chronically homeless individuals within the CoC.

8.2 Available PSH Bonus Funding

This RFA is a one (1) year funding request for projects that provide permanent supportive housing to people experiencing homelessness. There is \$173,339 available for this project, and applications should be for the full dollar amount. Agencies may only submit one application for PSH Bonus funding. If selected for inclusion in the application

and conditionally awarded funding by HUD, all projects must comply with the Pasadena Permanent Supportive Housing Written Standards:

<https://pasadenapartnership.org/psh-written-standards/>

8.4 Eligible Applicants

PSH Bonus funding is open to non-profit organizations that are experienced with providing permanent supportive housing programs that serve people experiencing homelessness.

8.5 Match Requirements

There is a 25% match requirement for agencies that apply for CoC PSH Bonus funding in response to this RFA, excluding leasing costs. Please reference 24 CFR 578.73 for additional detailed information regarding match requirements.

8.6 Timeline

RFA Released & Mandatory Workshop	Application Deadline	Evaluation Committee	Preliminary Recommendations Notifications	CoC Board Approval	Final Notification to Applicants
July 25, 2019	August 12, 2019 at 5 p.m.	August 19, 2019	August 20, 2019	August 26, 2019	August 27, 2019

8.7 Eligible PSH Bonus Funding Activities

Interested agencies may apply for funding for any of the five (5) eligible program budget categories outlined below. Applicants are able to request up to 10% of the total funding amount being requested for administrative costs, which will be split evenly with the City if awarded.

1. **Leasing**: Where the applicant is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs. Leasing funds may not be used to lease units or structures owned by the applicant, their parent organization(s), any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.
2. **Rental Assistance**: Grant funds may be used for rental assistance for homeless individuals and families. Rental assistance cannot be provided to a program participant who is already receiving rental assistance or living in a housing unit receiving rental assistance or operating assistance through other federal, state, or local sources.
3. **Supportive Services**: In general, grant funds may be used to pay the eligible costs of supportive services that address the special needs of the program

participants. If the supportive services are provided in a supportive service facility not contained in a housing structure, the costs of day-to-day operation of the supportive service facility, including maintenance, repair, building security, furniture, utilities, and equipment are eligible as a supportive service.

4. Operating Costs: Grant funds may be used to pay the costs of the day-to-day operation of transitional and permanent housing in a single structure or individual housing units.
5. Homeless Management Information System (HMIS): The applicant may use Continuum of Care program funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care

Additional information on eligible activities and expenses can be found in the Interim Rule as amended in April 2017: <https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/xml/CFR-2017-title24-vol3-part578.xml>

9. LOCATION

At least half (50%) of the housing units funded through the program must be located in Pasadena.

10. DURATION AND SERVICE DATES

The initial grant term for a new project application selected by HUD for funding will be for up to one year (12 months). If HUD selects the PSH Bonus project for funding, the program will commence upon the date included in the executed grant agreement with HUD, which will be in calendar year 2020 on or after July 1st. The City of Pasadena Department of Housing will work with the selected applicant to establish a program start date if conditionally awarded by HUD. If a new project is selected for funding, the agency will be able to apply to renew the funds during each CoC Program Competition provided that the project is high performing and is positively contributing to the Pasadena CoC's system performance.

11. EVALUATION PROCEDURES AND CRITERIA

This RFA has been structured to provide specific requirements which function as a standardized framework for the evaluation of a prospective applicant's qualifications. The City, in consultation with the evaluation panel of at least three people and majority City staff, reserves the right to reject any and all applications. Applications that score lower than the required 65-point threshold will not be considered for funding.

The Evaluation Panel will score applications based on a weighted scale of 100 points. The evaluation panel will score responsive applications with the following criteria and weights:

Evaluation Criteria	Available Points
Agency Capacity	20 pts.
Design of Housing & Supportive Services	30 pts.
Timeliness	10 pts.
Financial Efficiency and Management	20 pts.
Project Ability to Enhance System Performance	20 pts.
Maximum Points Available	100 pts.

11.1 Description of each Evaluation Criteria

Successful applications will demonstrate the ability to meet and exceed the following evaluation criteria:

a) **Threshold Requirements** – Applicants must meet the following threshold criteria for eligibility as detailed below. If an application does not clearly demonstrate that the project meets these threshold requirements, the application will not be further evaluated and will not be considered for funding.

1. Projects that are selected to receive funding must agree to enter client-level data into the Los Angeles Collaborative HMIS, unless the applicant is a victim-service agency serving survivors of domestic violence or a legal services agency.
2. Projects that are selected to receive funding are required to participate in the Coordinated Entry System (CES).
3. The applicant must have System for Award Management (SAM) clearance to be awarded federal funding.
4. The applicant must be able to provide a 25% match commitment for the total grant request, including administrative costs but excluding leasing costs. Match contributions can be cash, in-kind, or a combination of both. All committed match must be eligible CoC costs.
5. All projects will be reviewed for compliance with the program eligibility and eligible costs requirements of the CoC Interim Rule. Applicants must also meet HUD's threshold requirements outlined in the 2019 CoC Notice of Funding Availability.

b) **Agency Capacity**– Points will be assigned based on whether the applicant has the expertise, staff, and administrative structure needed to support the successful implementation of the project. The applicant should clearly describe any

experience with utilizing federal funds, leveraging funding sources, and implementing similar programs.

- c) **Design of Housing and Supportive Services** – Points will be assigned according to the extent which the project has the ability to meet the housing and supportive services needs of people experiencing homelessness. Successful applications will provide a clear, comprehensive narrative of what the proposed project will look like and how it will operate. Projects should implement evidence-based best practices, and applicants should use data to support the need for the project.
- d) **Timeliness** – Points will be assigned based on the project's provided timeline/ implementation plan, and the extent to which this is feasible, realistic, and detailed. The project should demonstrate its ability to start grant-funded activities quickly upon contract award with the City.
- e) **Financial Efficiency and Management** – Points will be assigned based on the project's provided detailed budget and description of line items. The project's budget should be feasible, realistic, accurate, and cost effective. Applicants must not be delinquent on any federal debt.
- f) **Project Ability to Enhance System Performance** – Points will be assigned based on the extent to which the project demonstrates the ability to enhance system performance, including obtainment and retention of permanent housing and increased earned and non-employment cash income.

11.2 Review and Selection Process

Projects responding to this RFA will be reviewed and ranked by an independent Grants Evaluation Panel on August 19, 2019. Projects will be reviewed against the evaluation criteria and assigned a score out of a total of 100 points. Applications for PSH Bonus funding will be evaluated independently of projects applying for DV Bonus funding. The CoC Board will meet on August 26, 2019 to approve the project that has been recommended for inclusion in the 2019 CoC application to HUD. There is no guarantee that a project recommended for inclusion in the CoC application will be selected by HUD for funding.

Applicants whose projects are selected to be included in the CoC Consolidated Application will work with CoC staff to revise applications as deemed necessary by City staff in order to be most competitive in the CoC application process.

The project selected by the Continuum of Care Board will be notified on August 27, 2019. If the funding is awarded by HUD, grant funds are estimated to be made available by HUD after July 1, 2020. The timing of awards and grant-making by HUD is outside of the control of the City of Pasadena. It is advised that applicants have the ability to cover program costs for at least three months of expenditures.

12. CONTENTS OF APPLICATION

The response to this RFA must be made according to the requirements set forth in this Article, both for content and for sequence. Noncompliance with these requirements or the inclusion of conditions, limitations, or misrepresentations, may be cause for rejection of the application.

The application should be submitted electronically at:

<https://pasadenapartnership.org/2019-new-project-applications/>

12.1 *Required Certifications and Forms (see Attachments)*

“Required Certifications” shall include:

(a) Each applicant must submit a completed Form AA-1. Failure to submit this form will result in automatic disqualification with no exceptions unless the applicant has an approved form on file with the City. Form AA-2 is required to be submitted for projects involving labor or services in excess of \$25,000. Form AA-3 is Optional. (Copies attached)

(b) A completed and signed "Declaration of Non-Collusion." (Copy attached)

(c) Disclosure pursuant to the City of Pasadena Taxpayer Protection Amendment of 2000, Pasadena City Charter, Charter, Article XVII

(d) Non-profit status documentation through either: (1) a copy of the Internal Revenue Service (IRS) final determination letter providing tax-exempt status under Section 501(c)(3) of the IRS Code (preferred); or (2) a certification from a licensed CPA that the organization meets each component of the definition of a private non-profit organization

(e) All applicants must complete the HUD 50070 Drug Free Workplace which is accessible here: <https://www.hud.gov/sites/documents/50070.PDF>

(f) Match letter and Memorandum of Understanding (MOU) between a third party in-kind service provider and the applicant if applicable, as documentation of your agency's match commitment for each project for which you are applying.

If your application does not include all of the above items, it may be deemed non-responsive.

13. GENERAL REQUIREMENTS

13.1 Request for Applications (RFA) Quantities:

The quantities contained in the RFA documents are approximate only and are for the sole purpose of comparing applications. The City may, in accordance with the specifications, request additional services as necessary at the City's sole discretion, as increased by the unit price noted and payment will be made for the amount of services actually provided as determined by the City and accepted at the unit prices noted in the application.

13.2 Pasadena Living Wage Ordinance

This project is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The ordinance requires that contractors providing labor or services to the City under contracts in excess of \$25,000 pay no less than the City's Living Wage to all employees who spend any of their time providing labor or delivering services to the City.

The selected contractor will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

Failure to comply with the provisions of the Pasadena Living Wage Ordinance is grounds for termination of the contract and a basis for penalties as stated in Pasadena Municipal Code Chapter 4.11. Questions concerning the Pasadena Living Wage Ordinance should be directed to:

Finance Department
Purchasing Division
626-744-6755 - phone
626-744-6757 – fax

Please visit <https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/> for the current calendar year Pasadena Living Wage rate.

13.3 Certificate of insurance

Proof of insurance is not required to be submitted with your application, but will be required prior to the City's award of the contract. A copy of the City standard has been attached herein.

13.4 Standard terms and conditions

Prior to the award of any work hereunder, city and contractor shall enter into the written contract with the City. Applicants responding to this RFA are strongly advised to review all the terms and conditions of the contract should they be selected for funding.

13.5 Equal opportunity contracting policy

The City of Pasadena is committed to a policy of Equal Opportunity Contracting. Qualified firms including small businesses and businesses owned by women, minorities, and people with disabilities are encouraged to submit bids or applications. Contractors expressly agree to comply with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting this contract.

13.6 Compliance

To the extent permitted by law, Contractor expressly agrees to establish compliance with the Equal Employment Opportunity Practices Provisions of Chapter 4.08 of the Pasadena Municipal Code, and the Rules and Regulations adopted pursuant to said ordinance.

The successful applicant may be required to submit documentation during the term of the contract to evidence on-going compliance with the City's Contracting Ordinance. Such documentation may include, but not be limited to certified payroll records and Current Permanent Workforce Utilization reports.

Questions regarding the City of Pasadena's Contracting Ordinance and policy should be directed to the Department of Finance, Purchasing & Payables Division 626.744.6755.

13.7 Proof of authority

If the applicant is a corporation, formal proof of the authority of the officer signing the application to bind the corporation must be submitted with said application. A copy of the corporate resolution or minutes can be adequate proof. A simple letter is not sufficient.

13.8 Withdrawal of application

Any applicant may withdraw its application, by written request at any time prior to the time set for the opening of applications.

13.9 Firm commitment of availability of service

Once an application is opened, an applicant is expected to maintain an availability of service as set forth in its application for at least four months after date for opening applications.

13.10 Reservations

The City reserves the right to reject any or all applications and any item or items therein, and to waive any non-conformity of applications with this RFA, whether of a technical or substantive nature, as the interest of the City may require.

13.11 Declaration of non-collusion

Each applicant shall submit a single copy of the Declaration of Non-collusion included herein.

13.12 Documents to be construed together

The Request for Applications, the application, the Non-Collusion Affidavit, and all documents referred to in the complete specifications and the Contract to be entered into between the Contractor and the City, and all modifications of said documents, shall be construed together as one document.

13.14 Errors and omissions

Applicant and/or the Contractor shall not be allowed to take advantage of any errors in or omissions from in the Request for Applications. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

13.15 RFA not contractual

Nothing contained in this Request for Applications shall create any contractual relationship between the applicant and the City. The City accepts no financial responsibility for costs incurred by any applicant regarding this RFA.

13.16 Patent fees; patent, copyright, trade secret and trademark fees

Each applicant shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

13.17 Taxes

Price bid shall include all federal, state, local and other taxes.

13.18 Taxpayer protection amendment

Under the provisions of the City of Pasadena Taxpayer Protection Amendment ("Taxpayer Protection Act"), the Contractor/Organization will be considered a "recipient of a public benefit." The full provisions of the Taxpayer Protection Act are set forth in Pasadena City Charter, Article XVII. Under the Taxpayer Protection Act, City public officials who approve this Contract are prohibited from receiving gifts, campaign contributions or employment from Contractor for a specified time. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Contractor/Organization and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization. Contractor/Organization understands and agrees that: (A) Contractor/Organization is aware of the Taxpayer Protection Act; (B) Contractor/Organization will complete and return the forms provided by the City in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Contractor/Organization will not make any prohibited gift, campaign contribution or offer of employment to any public official who approved this Contract.

13.19 Public Contract Code Sec. 9204 Public Works Claims Procedure

Observe attached details regarding Public Contract Code Section 9204. Public Contract Code Section 9204, specifies procedural requirements for claims submitted by a contractor on any public works project.

13.20 Protest Procedure

This procedure specifies the process to be utilized by the City of Pasadena in resolving protests regarding this solicitation. In order for a protest to be considered by the City, it must be submitted prior to project selection and no more than ten working days after the bid opening. Any responsive applicant who has submitted an application may file a protest. All protests must be in writing, dated, with the specific name of the application, signed by an authorized representative of the agency, and must contain clear and complete statements of the reason(s) for the protest; including citing the law(s), regulations or procedures on which the protest is based. It is the sole responsibility of the aggrieved agency to provide all necessary facts and evidence to support the written protest. Protests should be addressed and delivered to the representative below:

Jennifer O'Reilly-Jones
649 N. Fair Oaks Ave, Suite 202
Pasadena, CA 91103

The designated representative will review any protest(s) and issue a written decision within ten working days of receipt of the written protest.

14. APPLICANT'S CHECKLIST

TO THE APPLICANT:

The following list is provided for the convenience of both you and the City and to help eliminate errors and omissions which may render your application unacceptable. Please ensure that all items are submitted with your application.

- COC PSH BONUS APPLICATION (submitted online)
- DECLARATION OF NON-COLLUSION (Signed by Applicant)
- VENDOR QUESTIONNAIRE (forms AA1; AA2; and AA3 signed by Applicant)
- TAX PAYER PROTECTION ACT
- NON-PROFIT DOCUMENTATION
- HUD 50050 DRUG FREE WORKPLACE FORM
- MATCH COMMITMENT

APPLICANT must complete and submit one (1) ELECTRONIC COPY at <https://pasadenapartnership.org/2019-new-project-applications/>

All applications shall be submitted as indicated in the section named "Deadline for Submission."

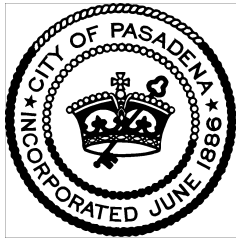
ADDITIONAL REQUIREMENT

For RFA/RFQ where the selected vendor/contract will require City Council approval (check with City project manager for clarification), the following requirement applies:

- TAX PAYER PROTECTION ACT – APPLICANT SUBMITS A COPY OF THE COMPLETED TPA FORM TO THE CITY CLERK'S OFFICE

E-MAIL: OfficialRecords-CityClerk@Cityofpasadena.net

15. ATTACHMENTS



Purchasing Division

100 N. Garfield Ave., Room 328

Pasadena, CA 91101

(626) 744-6755

(626) 744-6757 Fax

Vendor Questionnaire (Form AA-1) **Affidavit of Equal Opportunity Employment & Non-segregation**

By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Additionally, no employees, consultants, or board members of your company or your subcontractors are current employees of the City of Pasadena.

Name of Company _____ Telephone _____

Address _____ Fax Number (optional) _____

City _____ State _____ Zip _____

Contact Person _____ E-mail Address _____

DBA (if applicable) _____

Active City of Pasadena Business License Number _____

Remit Address (if different) _____

Please state clearly and concisely the type(s) of goods and services your company would provide on this contract:

Required For All Public Works: Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code, you must provide your Registration Number under the Department of Industrial Relations:	
---	--

Small and Micro Business Preference Program: If certified by California Department of General Services as a small or micro business, please provide DGS Reference Number: (Visit the Purchasing Division website for additional information)	
--	--

The following section is OPTIONAL and is for statistical reporting purposes only. Ownership (please check all that apply):

African-American _____ Asian _____ Armenian _____ Hispanic _____ Native American _____ Disabled _____ Female _____

15.1 Project Workforce Utilization (Form AA-2)

This form is to be included in all bid documents for projects involving labor or services valued at \$25,000 or more.

Instructions: Please indicate the job titles/classifications to be used in the performance of this contract should it be awarded to your firm. Please indicate the number of employees in each job classification as well as the number of new hires, if any, as a result of this contract.

Name of Company: _____ Project: _____

Job Titles/Classification	Estimated number of existing staff to be employed in this classification if awarded the contract	Estimated number of new hires to be employed in this classification if awarded the contract
Are any current employees or potential new hires Pasadena residents? If so, how many?		

15.2 Current Permanent Workforce Utilization (Form AA-3)
(OPTIONAL)

Name of Company: _____

Project: _____

Completion of this form is OPTIONAL. Any information supplied by Proposers is for reporting purposes only and will not be factored into the award of any contract.

Instructions: Please indicate the number of employees in each Job Classification belonging to the following groups.

	White (not of Hispanic origin)	African- American (not of Hispanic origin)	Hispanic	Asian/Pacific Islander	Native American	Armenian	Male	Female
CLASSIFICATION								
Officials/Managers								
Professionals								
Technicians								
Office/Clerical								
Skilled Craft Workers								
Operators (semi- skilled)								
Laborers								
Service Workers								
TOTAL								

15.3 Non-Collusion Declaration to be Executed by Proposer and Submitted with Bid/Application

The undersigned declares:
I am

_____,

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)
of _____

(Insert name of Proposer)

The party making the forgoing bid/application submitted herewith to the City of Pasadena declares:

That all statements of fact in such bid/application are true;

That such bid/ application was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/ application is genuine and not collusive or sham;

That said Applicant has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Pasadena, or of any other Applicant or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/ application, said Applicant:

a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/ application;

b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham bid/ application, or that anyone should refrain from bidding or withdraw his or her bid/ application;

c. Did not, in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to raise or fix the bid/ application price of said Applicant or of anyone else, or to raise or fix any overhead, profit, or cost element of the bid/ application price, or of that of anyone else;

d. Did not, directly or indirectly, submit his or her bid/ application price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, or to any individual or group of individuals thereof to effectuate a collusive or sham bid, except the City of Pasadena, and has not paid, and will not pay, any person or entity for such purpose or to any person or persons who have a partnership or other financial interest with said Applicant in his or her business.

Any person executing this declaration on behalf of a Applicant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Applicant.

I certify under penalty of perjury of the laws of the State of California that the above information is correct.

By: _____

Title: _____

Date: _____

15.4 City of Pasadena Insurance Requirements

A. Without limiting Contractor's obligation to indemnify City, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance.

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance.

Contractor must maintain limits no less than:

<i>General Liability: cluding operations, products and completed operations.)</i>	\$1,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
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(2) Automobile Liability:	\$1,000,000	per accident for bodily injury and property damage.
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(3) Workers' Compensation:	As required by the State of California.
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(4) Employer's Liability:	\$1,000,000	per accident for bodily injury or disease.
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D. If Contractor maintains higher limits than the minimums shown above, City is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to City

guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions.

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The City of Pasadena, its City Counsel, officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used or equivalent) to Contractor's insurance policy, or as a separate owner's policy.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the City, its City Counsel, officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its City Counsel, officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to City.

G. Waiver of Subrogation.

- (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to City.

I. Verification of Coverage

- (1) Contractor must furnish City with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements forms must conform to City's requirements and be

acceptable to City.

- (3) City must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

15.5 Public Contract Code Sec.9204 New Public Works Claims Procedure

A "claim" is defined as "a separate demand by a contractor sent by registered mail or certified mail with return receipt requested..." and is limited to three types of contract disputes:

1. "A time extension...for relief from damages or penalties for delay assessed by a public entity...."
2. "Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled", and/or
3. "Payment of an amount that is disputed by the public entity."

Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the contractor within 45 days of receipt of the claim. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."

For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.

If the contractor disputes the public entity's written statement, or if the public entity fails to respond, the contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute." The public entity must schedule the meet and confer conference within 30 days of the demand.

Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute.

Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation." If mediation fails to resolve the dispute, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).

The full text of this legislation is set forth below:

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 9204 is added to the Public Contract Code, to read:

9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or non-profit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

The Department of Water Resources as to any project under the jurisdiction of that department.

The Department of Transportation as to any project under the jurisdiction of that department.

The Department of Parks and Recreation as to any project under the jurisdiction of that department.

The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

The Military Department as to any project under the jurisdiction of that department.

The Department of General Services as to all other projects.

The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

15.6 Federal Terms and Conditions

A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 60-1.3 Locality agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause (" Equal Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 60 and that such implementing regulations are a part of this Agreement and incorporated herein by this reference.

B. Davis-Bacon Act and Copeland "Anti-Kickback" Act. To the extent this Agreement is for construction services (new construction or repair), Locality agrees at all times during the term of this Agreement to comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at 40 U.S.C. 3141 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Back" Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference

C. Contract Work Hours and Safety Standards Act. To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Locality agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.

D. Clean Air Act and Federal Water Pollution Control Act. To the extent this Agreement is in excess of \$150,000, Locality agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, codified at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Locality further agrees to report any violations of the foregoing to PHFE and the Regional Office of the Environmental Protection Agency.

E. Debarment and Suspension Certification. Locality certifies that neither Locality nor any of Locality's agents, Locality or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12689 and its implementing guidelines. Locality agrees to immediately notify PHFE if Locality or any of Locality's agents, Locality or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.

F. Byrd Anti-Lobbying Amendment Certification. To the extent this Agreement is in excess of \$100,000, Locality certifies that neither Locality nor any of Locality's agents, Locality or employees who may perform services under this Agreement have not used and will not use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Locality agrees to immediately notify PH FE if Locality or any of Locality's agents, Locality or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

15.7 Taxpayer Protection Act

Under the provisions of the City of Pasadena Taxpayer Protection Act ("TPA"), the Contractor/Organization will be considered a "recipient of a public benefit." The full provisions of the TPA are set forth in Pasadena City Charter, Article XVII. Under the TPA, City public officials who approve this Contract are prohibited from receiving specified gifts, campaign contributions or employment from Contractor for a specified time. ***As well, if this Contract is to be approved by the City Council, Councilmembers or candidates for Council are prohibited from receiving campaign contributions during the time this Contract is being negotiated (from the due date for an RFA response until award of a contract; this restriction does not apply to competitive and noticed low bid contracts).*** This prohibition extends to individuals and entities that are specified in the TPA and includes Contractor/Organization and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization. **Contractor/Organization understands and agrees that: (A) Contractor/Organization is aware of the TPA; (B) Contractor/Organization will complete the forms provided by the City to identify all of the recipients of a public benefit specified in the TPA; and (C) Contractor/Organization will not make any prohibited gift, campaign contribution or offer of employment to any public official who negotiated and/or approved this Contract, and will not make any prohibited campaign contribution during the time this contract is being negotiated.**

The Contractor **shall** submit a copy of the completed TPA form to the City Clerk's Office if the contract is to be awarded by the City Council via e-mail: OfficialRecords-CityClerk@Cityofpasadena.net or by fax: (626) 744-3921, and submit a copy with the response package.



**Disclosure Pursuant to the
City of Pasadena Taxpayer Protection Amendment
Pasadena City Charter, Article XVII**

Contractor/Organization hereby discloses its trustees, directors, partners, officers, and those with more than 10% equity, participation, or revenue interest in Contractor/Organization, as follows:

(If printing, please print legibly. Use additional sheets as necessary.)

1.	Contractor/Organization Name:
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2.	Type of Entity: <input type="checkbox"/> non-government <input type="checkbox"/> non-profit 501(c)(3), (4), or (6)
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3.	Name(s) of trustees, directors, partners, officers of Contractor/Organization:

4.	Names of those with more than 10% equity, participation or revenue interest in Contractor/Organization:

Prepared by: _____

Title: _____

Phone: _____

Date: _____