

CITY OF PASADENA



REQUEST FOR APPLICATIONS

EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM

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
Emergency Solutions Grant (ESG) Program

1. REQUEST FOR APPLICATIONS

This Request for Applications (RFA) announces the availability of federal Emergency Solutions Grant (ESG) program funding to provide specific homeless services activities. The ESG program is funded and regulated at the federal level by the U.S. Department of Housing and Urban Development (HUD) and administered locally by the City of Pasadena Department of Housing, which serves as the Administrative Entity for the Pasadena Continuum of Care (CoC).

In order to be eligible and considered for funding, all applications must meet threshold requirements, which can be found in Section 8.3 of this RFA, and are also listed in the evaluation criteria for this competitive process.

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/esg-rfa> and one (1) original hard copy (marked "Original") with completed RFA and exhibits that were submitted online by **5:00pm on Wednesday April 8, 2020** to:

City of Pasadena Department of Housing
Attention: Jennifer O'Reilly-Jones
Emergency Solutions Grant (ESG) Program
649 N. Fair Oaks Ave, Suite 202
Pasadena, CA 91109

All applications shall be enclosed in sealed envelopes, distinctly marked "RFA" with the title of the RFA and the applicant's name and address appearing on the outside. Original applications can be hand delivered or mailed, so long as mail-in submissions are postmarked by April 8, 2020. All supporting documents must be included in the submissions with wet signatures when required.

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

3. DEADLINE FOR RFA QUESTIONS AND MANDATORY WORKSHOP

City staff are available to answer any questions and provide technical assistance to any agency wishing to submit an application. All requests for technical assistance and questions must be submitted on or before **Wednesday April 1, 2020**. Questions regarding this RFA should be directed only to the person(s) designated below. Do not contact any other City employee or official regarding this RFA.

1. Jennifer O'Reilly-Jones
Homeless Programs Coordinator
Department of Housing
E-mail: joreillyjones@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

Any questions submitted after the date and time specified will not be considered.

3.1 MANDATORY WORKSHOP

There will be an RFA workshop on **Thursday, March 19 at 10:00 a.m.** held by the City of Pasadena Department of Housing virtually via webinar. Attendance at the workshop is mandatory in order to submit an application for ESG funding. Additional information regarding the webinar will be posted at <https://pasadenapartnership.org/2020-esg-program/>. It is the responsibility of the applicant to routinely check this website for updates regarding the mandatory workshop.

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 of 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 an 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 EMERGENCY SOLUTIONS GRANT (ESG)

The ESG program is authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and is designed to identify sheltered and unsheltered people experiencing homelessness, as well as those at-risk of homelessness, and provide the services necessary to help people quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. ESG is a formula grant program and the City of Pasadena receives funding annually from HUD for eligible program components.

7. OBJECTIVE

The City of Pasadena Department of Housing invites applications from qualified entities to apply for funding under this RFA. The primary objective of this RFA is to fund programs that respond to the needs of people experiencing homelessness and assist people with quickly regaining stability in permanent housing.

8. SCOPE OF WORK

8.1 OVERVIEW

The City is seeking to fund programs that meet the needs of individuals, families, and/or youth experiencing homelessness in Pasadena. The City expects to receive an

estimated \$176,398 in ESG funding, of which \$163,168 will be made available through this RFA.

8.2 ESG AVAILABLE FUNDING

This RFA is a two (2) year funding request for programs serving individuals, families, and/or youth experiencing homelessness. Applicants are encouraged to apply for the full dollar amount available for each program type and agencies may submit applications for one or more program types. The funding available for each program are estimated amounts and are contingent upon award of ESG funds to the City by the U.S. Department of Housing and Urban Development.

Program Type	Total Available Funding
Emergency Shelter and/or Street Outreach	\$ 105,838 (not to exceed this amount between both activities combined)
Homelessness Prevention	\$ 57,330

8.3 THRESHOLD REQUIREMENTS

At a minimum the application must meet the following threshold criteria:

1. The applicant selected to receive funding must enter client-level data into the Los Angeles Collaborative Homeless Management Information System (HMIS).
2. The applicant selected to receive funding is required to participate in the Coordinated Entry System (CES).
3. The applicant must have an active System for Award Management (SAM) registration at the time of application submission and throughout the duration of the contract term.
4. The applicant must clearly indicate that it can meet all threshold outcome measures, including program-specific, data quality, Continuum of Care (CoC) engagement outcomes, and federal ESG certifications (as defined in Section 11.1, subsection a).
5. The applicant must clearly indicate that the program will meet and follow Housing First best practices.
6. The applicant must certify that the program will comply with the minimum federal ESG standards, including standards addressing nondiscrimination and equal opportunity, affirmative outreach, faith-based activities and environmental review.

8.4 ELIGIBLE APPLICANTS

This funding opportunity is open to units of local government, private non-profits and for-profit organizations that provide direct services to people experiencing homelessness.

8.5 MATCH REQUIREMENTS

The applicant must make matching contributions to supplement the ESG program in an amount that equals 100% of the funding request. Applicants may use funds from another federal program as match for ESG, unless doing so would violate a specific statutory prohibition and so long as these funds are not from the ESG program. Applicants will be required to identify funds that will be used as match at the time of application submission. Eligible types of matching contributions include cash and noncash contributions. Cash contributions are defined as cash expended for allowable costs of the applicant (defined in 2 CFR part 225 and 2 CFR part 230) and noncash contributions refer to the value of any real property, equipment, goods, or services contributed to the ESG program, provided that if the applicant had to pay for them with grant funds, the costs would be allowable. Noncash contributions may also include the purchase value of any donated building. Costs paid by program income may also count toward meeting the matching requirements, provided the costs are eligible ESG costs that supplement the ESG program. All match commitments must support the ESG-funded program and be an ESG eligible cost but are not restricted to the program type the applicant is applying for. Costs from other components such as Homeless Management Information System (HMIS) and administration are eligible as match.

Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the applicant's organization. If the applicant does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market. To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated to establish the fair market value.

8.6 ANTICIPATED TIMELINE

RFA Released	Mandatory Workshop	Last Day for Questions	Application Deadline	Evaluation Committee	Notification to Applicants
March 17, 2020	March 19 at 10:00 a.m.	April 1, 2020	April 8 at 5:00 p.m.	April 15, 2020	April 17, 2020

8.7 ELIGIBLE ESG COSTS AND ACTIVITIES

Interested agencies may apply to any of the three (3) program types outlined below. More information on the program components and the eligible activities that may be funded under each are set forth in 24 CFR § 576.101 through 24 CFR § 576.106 (excluding § 576.104).

1. Emergency Shelter

ESG funds may be used for the costs of providing essential services to homeless individuals and families in emergency shelters and the operation of emergency shelters. Eligible costs include:

- *Costs related to providing essential services to people who are in emergency shelter*
 - i. *Case Management*: The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:
 - Using the centralized or coordinated assessment system;
 - Conducting the initial CES evaluation including verifying and documenting eligibility;
 - Counseling;
 - Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
 - Monitoring and evaluating program participant progress;
 - Providing information and referrals to other providers;
 - Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
 - Developing an individualized housing and service plan, including planning a path to permanent housing stability.
 - ii. *Child Care*: The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.
 - iii. *Education Services*: When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.

- iv. *Employment Assistance and Job Training:* The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.
- v. *Outpatient Health Services:* Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. ESG funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and non-cosmetic dental care.
- vi. *Legal Services:* Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.
- ESG funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.
 - Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.
 - Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.

- Fees based on the actual service performed (*i.e.*, fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the applicant is a legal services provider and performs the services itself, the eligible costs are the applicant's employees' salaries and other costs necessary to perform the services.
 - Legal services for immigration and citizenship matters and issues relating to mortgages are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.
- vii. *Life Skills Training:* The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.
- viii. *Mental Health Services:* Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.
- ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.
 - Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.
 - Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems
- ix. *Substance Abuse Treatment Services:* Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.

- ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.
 - Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.
- x. *Transportation:* Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, child care, or other eligible essential services facilities. These costs include the following:
- The cost of a program participant's travel on public transportation;
 - If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
 - The cost of purchasing or leasing a vehicle for the applicant in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and;
 - The travel costs of applicant staff to accompany or assist program participants to use public transportation.
- xi. *Services for Special Populations:* ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under the previous paragraphs of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.
- o *Costs related to shelter operations*
- i. Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless individual or family, eligible costs may also include a hotel or motel voucher for that individual or family.

2. Homelessness Prevention

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or meeting HUD's definition of homelessness as described in 24 CFR § 576.2.

- *Costs related to housing relocation and stabilization services*
 - i. *Rental Application Fees:* ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
 - ii. *Security Deposits:* ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
 - iii. *Last Month's Rent:* If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.
 - iv. *Utility Deposits:* ESG funds may pay for a standard utility deposit required by the utility company for all customers. Eligible utilities include gas, electric, water, and sewage.
 - v. *Utility Payments:* ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month.
 - vi. *Moving Costs:* ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
 - vii. *Housing Search and Placement:* Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, including the following:
 - Assessment of housing barriers, needs, and preferences;
 - Development of an action plan for locating housing;
 - Housing search;
 - Outreach to and negotiation with owners;
 - Assistance with submitting rental applications and

- understanding leases;
- Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and rent reasonableness;
- Assistance with obtaining utilities and making moving arrangements; and
- Tenant counseling.

- viii. *Housing Stability Case Management:* ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. Eligible costs include:
- Using the coordinated entry and assessment system to evaluate individuals and families applying for or receiving homelessness prevention assistance;
 - Conducting the required initial evaluation, including verifying and documenting eligibility for participants applying for homelessness prevention assistance;
 - Counseling;
 - Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
 - Monitoring and evaluating program participant progress;
 - Providing information and referrals to other providers;
 - Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
 - Conducting re-evaluations as required
- ix. *Mediation:* ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
- x. *Legal Services:* ESG funds may pay for legal services, as set forth in § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
- xi. *Credit Repair:* ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This

assistance does not include the payment or modification of a debt.

- *Costs related to short-term and medium-term rental assistance*

- i. The applicant may provide a program participant with up to 24 months of rental assistance during any 3-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance.
 - Short-term rental assistance is assistance for up to 3 months of rent.
 - Medium-term rental assistance is assistance for more than 3 months but not more than 24 months of rent.
 - Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.

3. Street Outreach

ESG funds may be used for costs of providing essential services necessary to reach out to people experiencing unsheltered homelessness; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to unsheltered people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

- *Costs related to essential services for people experiencing unsheltered homelessness*

- i. *Engagement:* The cost of activities to locate, identify, and build relationships with people experiencing unsheltered homelessness and engage them for the purpose of providing immediate support, interventions, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to people experiencing homelessness and mainstream social services and housing programs, including emergency shelter, bridge housing, community-based services, re-housing and permanent supportive housing programs. Eligible costs also include the cell phone costs of outreach workers during the performance of these activities.
- ii. *Case management:* The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated

assessment system, conducting an initial evaluation, including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

- iii. *Emergency health services:* Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where people experiencing unsheltered homelessness are living. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.
- iv. *Emergency mental health services:* Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where people experiencing unsheltered homelessness are living. Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.
- v. *Transportation:* The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of eligible services. The costs of transporting people experiencing homelessness to emergency shelters or other service facilities are also eligible.
- vi. *Services for special populations:* Funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible in the sections outlined above.

9. LOCATION

Services will be performed City-wide.

10. DURATION AND SERVICE DATES

ESG-funded programs will begin upon the completion of the competitive selection process and contract execution, which is anticipated for July 2020.

The contract term for ESG-funded programs will be for up to twelve (12) months from date of execution by the City. Pending funding availability, the contract may be renewed for an optional one year with additional funding subject to availability of funds and subject to the approval of the City Manager.

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.

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
Administrative Capacity	20 pts
Agency Experience and Qualifications	15 pts
Program Design and Operations	30 pts
Performance Measures and Outcomes	15 pts
Budget and Match	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 program meets these threshold requirements, the application will not be further evaluated and will not be considered for funding.
1. Programs that are selected to receive funding must agree to enter client-level data into the Los Angeles Collaborative HMIS, when it is available for the program type.
 2. Programs that are selected to receive funding are required to participate in the Coordinated Entry System (CES) when it is available for the program type.
 3. All programs must clearly indicate that they can meet the predetermined outcome measures as they apply to their program type (i.e. emergency shelter, homelessness prevention, and/or street outreach).

Emergency Shelter:

- ☐ 95% of households served are assessed through CES
- ☐ 25% of all exits are to permanent housing locations

Homelessness Prevention:

- ☐ 98% of households have permanent housing at exit
- ☐ 90% of households maintain permanent housing for at least 12 months after exit
- ☐ 30% of households increase total income

Street Outreach:

- ☐ 25% of households served exit to temporary or permanent housing locations
- ☐ 60% of households served are assessed through CES

4. All applicants must clearly indicate that the program will meet Housing First requirements.
 5. All applicants must clearly indicate that they can meet CoC engagement outcomes.
 - ☐ The applicant will attend and participate in at least one CoC committee meeting per quarter and will attend and participate in all full membership meetings.
 - ☐ The applicant will commit staff to participate in the annual Pasadena CoC Homeless Count.
 6. All applicants must certify that they will comply with federal ESG standards, including but not limited to nondiscrimination and equal opportunity, affirmative outreach, faith-based activities, and environmental review.
 7. All applicants must have an active System for Award Management (SAM) registration at the time of application submission and throughout the duration of the program.
- b) **Administrative Capacity**– Points will be assigned based on the applicant’s description of organizational operations, experience with utilizing federal funds, and grant management procedures. Proposers should demonstrate that the organization has the capacity to effectively oversee and manage its responsibilities related to agency operation and to efficiently administer the funded program.
- c) **Agency Experience and Qualifications** – Points will be assigned based on whether the applicant has the expertise, staff and organizational structure needed to support the successful implementation of this program. Applicants should provide a detailed description of the agency’s ability to carry out the

proposed program, collaborative activities, and how people with lived experience of homelessness will be involved in the operation of the program.

- d) **Program Design and Operations** – Points will be assigned based on the scope and CoC need for the proposed program, as well as client eligibility and intake processes and the policies and procedures that the program will follow.
- e) **Performance Measures and Outcomes** – Points will be assigned based on how well the application demonstrates it is able to achieve all of the expected program, data quality and CoC engagement outcomes. The applicant's description of activities to meet these outcomes should be detailed, feasible and attainable.
- f) **Budget and Match** – Points will be assigned based on the program's provided detailed budget and description of line items. The program's budget should be feasible, realistic, accurate, and cost effective. Resources that will be leveraged from other funding sources to support the program should be identified accordingly. Points will also be assigned based on the applicant's ability to meet the required match commitment.

11.2 REVIEW PROCESS

An evaluation panel comprised of at least three (3) qualified and non-conflicted individuals will review each application and assign a score out of 100 points based on the evaluation criteria. Panel members will include at least two City staff and may also include Continuum of Care stakeholders. The panel will review and evaluate each application that is deemed eligible and complete. Funding will primarily be awarded to the highest scoring application within each component type. If a selected application does not utilize all of the available funding, any remaining funding may be awarded to the next highest scoring application within the same component type category, even if it results in a partial award of the original request. The evaluation panel may elect to partially award funding to any selected application if it is determined that a partial award better suits the needs of the Continuum of Care. Each application will be evaluated on its own merits and all applications for each program type will be evaluated independently of each other. The City reserves the right to fund all or a portion of an application and reserves the right to request individual applicants submit additional information as needed to make final determinations. Ineligible and incomplete applications may not be considered and proposals that receive a score of less than 65 points may not be considered for funding. Funding recommendations will be submitted to the Pasadena City Council for review and final action in May 2020.

Once the grants evaluation panel has reached a decision, staff will recommend funding awards for contracts. The City reserves the right to select the applicant which, in its sole judgment, best meets the needs of the City.

Any contract resulting from this RFA, if \$25,000 or more, shall not be effective until approved by the City Manager. Any contract resulting from this RFA, if \$75,000 or more, shall not be effective until approved by the City Council.

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 entire application must be printed on standard-size 8½"x11" pages and printed on one side only.

12.1 MANDATORY CONTENTS

Section 1: **Cover letter**

Section 2: **ESG Application**

Section 3: **Required Certifications AND Forms** (see Attachments)

- ☐ Vendor Questionnaire Form *
- ☐ W-9 Form *
- ☐ Project Workforce Utilization
- ☐ Declaration of Non-Collusion
- ☐ City of Pasadena Taxpayer Protection Amendment (TPA)
- ☐ Board of Directors Authorizing Resolution
- ☐ Audited Financial Statements (last two fiscal years)
- ☐ Living Wage Certification
- ☐ List of Sub awards †
- ☐ Match Commitment
- ☐ Memorandum(s) of Understanding (optional)
- ☐ SAM Registration Confirmation
- ☐ Non-profit Documentation

12.2 SPECIFIC REQUIREMENTS FOR EACH SECTION OF THE APPLICATION

Section 1

"Cover Letter" shall be a maximum one-page letter including the name and address of the organization submitting the application; whether the applying agency is an individual, partnership, corporation or joint venture; and the name, mailing/e-mail addresses, and telephone/fax numbers the contact person who will be authorized to make representations for the organization.

Section 2

"ESG Application" shall include a completed original application form as submitted on the Pasadena Partnership website with wet signatures. The required sections to be included in the final submission are as followed:

- 1) Overview
- 2) Applicant Information
- 3) Administrative Capacity

* Only required of applicants who have not received funding from the City of Pasadena.

† Only required of applicants who have received an award or subaward similar to projects being applied for.

- 4) Agency Experience and Qualifications
- 5) Emergency Shelter (if applying)
- 6) Homelessness Prevention (if applying)
- 7) Street Outreach (if applying)
- 8) Additional Requirements and Certifications
- 9) Attachments

In addition to the original hardcopy submission, applicants will be required to submit one (1) completed electronic copy at <https://pasadenapartnership.org/2020-esg-program/>

Section 3

“Required Certifications” shall include:

- 1) Each applicant that has not previously received funding through the City of Pasadena must submit a completed Vendor Questionnaire 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. (Copy attached)
- 2) Each applicant that has not previously received funding through the City of Pasadena must submit a completed and signed W-9 form. Form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- 3) Form AA-2 is required to be submitted for programs involving labor or services in excess of \$25,000. (Copy attached)
- 4) A completed and signed Declaration of Non-Collusion form (Copy attached)
- 5) Disclosure pursuant to the City of Pasadena Taxpayer Protection Amendment of 2000, Pasadena City Charter, Charter, Article XVII .(Copy attached)
- 6) A completed Board of Directors Authorizing Resolution signed by the President of the applicant’s Board. (Copy attached)
- 7) Copies of the applicant’s audited financial statements from the last two fiscal years.
- 8) Completed and signed Living Wage Certification form. (Copy attached)
- 9) Each applicant that has received an award or sub award for programs similar to those being applied for must submit a list of such awards, including the funding amount, for the last two fiscal years.
- 10) Match letter(s) as formal documentation for commitments identified in the application.

- 11) Applicants should attach a Memorandum of Understanding (MOU) for activities applicable to the proposed program (optional).
- 12) Proof of System for Award Management (SAM) registration.
- 13) Proof of non-profit status as documented by submitting a copy of the IRS final determination letter providing tax-exempt status.

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

13. GENERAL REQUIREMENTS

13.1 REQUEST FOR APPLICATION (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(s) 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.

13.13 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.

13.14 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.

13.15 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.

13.16 TAXES

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

13.17 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.

13.18 PUBLIC CONTRACT CODE SEC. 9204 PUBLIC WORK 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.

13.19 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 contract award 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.

- ☐ COVER LETTER
- ☐ ESG APPLICATION (Signed by Applicant)
- ☐ VENDOR QUESTIONNAIRE FORM (AA-1).
 - Only required of applicants who have not previously received funding through the City of Pasadena
- ☐ W-9 FORM
 - Only required of applicants who have not previously received funding through the City of Pasadena
- ☐ PROJECT WORKFORCE UTILIZATION (AA-2)
- ☐ DECLARATION OF NON-COLLUSION
- ☐ CITY OF PASADENA TAXPAYER PROTECTION AMENDMENT (TPA)
- ☐ BOARD OF DIRECTORS AUTHORIZING RESOLUTION
- ☐ AUDITED FINANCIAL STATEMENTS

- ☐ LIVING WAGE CERTIFICATION
- ☐ LIST OF SUBAWARDS
- ☐ MATCH COMMITMENT
- ☐ MEMORANDIUM(S) OF UNDERSTANDING (optional)
- ☐ SAM REGISTRATION
- ☐ NON-PROFIT DOCUMENTATION

APPLICANT must complete and submit one (1) ELECTRONIC COPY at <https://pasadenapartnership.org/2020-esg-program/> and One (1) ORIGINAL application as submitted online with wet signatures to the Pasadena Department of Housing (649 N. Fair Oaks Ave, Suite 202).

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

Hand deliver or mail the application marked "Original" before the time and day listed in the Request for Applications notice. Applications must be received in the Department's Office before that time.

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 _____

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?		

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: _____

15.1 City of Pasadena Insurance Requirements

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL).** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. The policy shall include broad form contractual liability coverage.
- ii. **Automobile Liability.** ISO Form Number CA 0001 covering, Code 1 (any auto), or if SUB-RECIPIENT has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

SUB-RECIPIENT should check with SUB-RECIPIENT’s insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure SUB-RECIPIENT’s obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover SUB-RECIPIENT’s liability under this agreement. These insurance requirements shall not in any way relieve SUB-RECIPIENT of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this agreement or law. These insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. If SUB-RECIPIENT maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by SUB-RECIPIENT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage required, which are applicable to any given loss, shall be available to City.

The insurance to be provided by SUB-RECIPIENT under this agreement shall not include any endorsement limiting coverage available to City that is otherwise required herein; and any policy or endorsement language that (i) negates coverage to City for City’s own negligence; (ii) limits the duty to defend City under the policy; (iii) provides coverage to City only if SUB-RECIPIENT is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this agreement shall not contain any restrictions or limitations which are inconsistent with City’s rights under this agreement.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain the following provisions:

Additional Insured Status

The City of Pasadena, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SUB-RECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability additional insured coverage shall be provided in the form of an endorsement to SUB-RECIPIENT's insurance at least as broad as ISO Form CG 20 10 11 85 (ongoing operations) and CG 20 37 (completed operations).

Severability of Interests (Cross-Liability).

A severability of interest provision must apply for all the additional insureds, ensuring that SUB-RECIPIENT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

Primary Coverage

For any claims related to this contract, SUB-RECIPIENT's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, its City Council, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall be excess of SUB-RECIPIENT's insurance and shall not contribute with it.

Notice of Cancellation/Change in Coverage

Each insurance policy required above shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed except after thirty (30) days' prior written notice has been given to City, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium. Prior written notice shall be sent to City pursuant to the Notice provisions of this agreement.

Waiver of Subrogation

SUB-RECIPIENT hereby grants to City a waiver of any right to subrogation which any insurer of SUB-RECIPIENT may acquire from SUB-RECIPIENT by virtue of the payment of any loss. SUB-RECIPIENT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by City. City may require SUB-RECIPIENT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII.

Claims Made Policies

If the Professional Liability policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If the policy is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, SUB-RECIPIENT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Certificate Holder

Certificate Holder on each insurance certificate shall be addressed pursuant to the Notice provisions of this agreement.

Verification of Coverage

SUB-RECIPIENT shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements required herein. Each insurance certificate shall specifically identify this agreement. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive SUB-RECIPIENT’s obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

SUB-RECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUB-RECIPIENT shall ensure that City is an additional insured on insurance required from subcontractors.

Failure to Maintain Insurance Coverage

If SUB-RECIPIENT, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from SUB-RECIPIENT resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to SUB-RECIPIENT, the City may deduct from sums due to SUB-RECIPIENT any premium costs advanced by City for such insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

15.2 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 nonprofit 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.

15.3 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.

15.4 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:

2. Type of Entity:

☐ non-government ☐ nonprofit 501(c)(3), (4), or (6)

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: _____

AUTHORIZING RESOLUTION FROM BOARD OF DIRECTORS

Name of Proposer: _____

Address: _____

Telephone: _____

The Board of Directors of _____ hereby consents to,
(Name of agency)
adopts and ratifies the following Resolution:

Be it resolved that at its meeting of _____, the Board of Directors
(Date)
authorizes _____ to submit an
(Authorized Representative Name, Title)
application to the City of Pasadena for federal Emergency Solutions Grant (ESG)
funding in the name of the organization. The total amount of funding requested is
\$ _____. This Board further authorizes the above named representative
(Total request)
as Executive Director to sign and execute any documents necessary for the ESG grant
cited above. If the application is selected for funding, the grant award will be utilized to:

I hereby certify that the foregoing resolution was approved by our Board.

Board President Name

Board President Signature

Date

LIVING WAGE COMPLIANCE FORM

This contract 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 comply with the information provided on the City Website. Please review the information on the link below, as it may be revised on an annual basis at:

[http://www.cityofpasadena.net/Pasadena Living Wage.aspx](http://www.cityofpasadena.net/Pasadena_Living_Wage.aspx)

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.

On August 4, 2008, the Pasadena City Council amended the Living Wage Ordinance such that the provisions of the Living Wage Ordinance may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in clear and unambiguous terms. If this provision applies, you must provide a copy of the collective bargaining agreement to the City.

I do hereby certify and declare under penalty of perjury that if awarded the contract for which this bid/proposal is made _____ will
(Name of Company)

comply with the requirements of the Pasadena Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11 and the rules and regulations promulgated thereunder. I understand that failure to comply with the provisions of the Pasadena Living Wage Ordinance may result in termination of the contract as well as other penalties as stated in Pasadena Municipal Code Chapter 4.11.

Contract Number: _____

(Name) (Title)

(Signature) (Date)

Please return this form to the requestor. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance – Purchasing Division 626.744.6755