



SAN DIEGO
HOUSING
COMMISSION

San Diego Housing Commission

Request for Proposals

Description: NONPROFIT ORGANIZATION TO PROVIDE A YEAR-ROUND PERMANENT INTERIM HOUSING FACILITY FOR HOMELESS ADULTS AND/OR YEAR-ROUND PERMANENT DAY CENTER FACILITY FOR HOMELESS ADULTS

PROJECT NO. HIT-15-14

DATE: DECEMBER 2, 2014

San Diego Housing Commission
Administrative Services Department
1122 Broadway, Suite 300
San Diego, CA 92101
www.sdhc.org



Request for Proposals – Non Profit Organizations To Provide A Year-Round Permanent Interim Housing Facility for Homeless Adults And/Or A Year-Round Permanent Day Center Facility for Homeless Adults:
RFP# HIT-15-14

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I. SUMMARY STATEMENT

SUMMARY STATEMENT

On January 24, 2014, the Regional Task Force on the Homeless counted 2,468 homeless individuals living without shelter in the City of San Diego – on the streets, canyons, beaches, or inside their cars.

Since July 1, 2010, the San Diego Housing Commission (SDHC) has administered the City of San Diego’s Homeless Shelters and Services Programs, which includes the 200 bed Single Adult Emergency Winter Shelter for men and women and the 150 bed Veterans Shelter.

On October 7, 2014, the San Diego City Council directed SDHC to perform with City of San Diego staff a study of replacement locations for a permanent indoor facility, which would replace the Single Adult Emergency Winter Shelter, the temporary tent currently located on a cul-de-sac at 16th Street and Newton Avenue.

SDHC, on behalf of the City of San Diego, is inviting interested parties to submit proposals demonstrating qualifications to address the need for a year-round permanent interim housing program and/or day center services for homeless adults within the City of San Diego.

SDHC is soliciting proposals from businesses (hereinafter referred to as CONTRACTOR(s)) for **NONPROFIT ORGANIZATIONS TO PROVIDE A YEAR-ROUND PERMANENT INTERIM HOUSING FACILITY FOR HOMELESS ADULTS AND/OR A YEAR-ROUND PERMANENT DAY CENTER FACILITY FOR HOMELESS ADULTS.** A summary of work is contained in the Specifications/Scope of Services section of this Request for Proposals (RFP). Interested and qualified firms/organizations, including minority; disadvantaged; women and disabled veteran owned small businesses, are invited to submit a proposal. The solicitation packet with complete instructions is available for download at www.demandstar.com. If you do not have a username or password for the Onvia DemandStar website, please register at www.demandstar.com/register.rsp. The RFP overview is as follows:

TIMELINE AND PROPOSAL PROCESS

Release of RFP:	December 2, 2014
RFP Period:	December 2, 2014 to January 13, 2015, By 2 PM
Pre-Proposal Meeting:	December 16, 2014: 10 AM
Term of Agreement:	July 1, 2015 to June 30, 2016 (one year period with the option to renew for four additional one-year periods)
Estimated Available Funding:	\$2,200,000 (\$1,617,250 for Interim Housing and \$582,750 for Day Center)

Proposals will be considered based on the threshold requirements and evaluation criteria set forth in this RFP.

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All requirements of the applicable federal, state, local, or private funding sources will apply to projects selected under this RFP. Respondents may refer to funding regulations including: federal Community Development Block Grant Entitlement Communities Program and federal Emergency Solutions Grant Funds.

Interested respondents may submit a single proposal for one or both of the following specified projects:

1. Year-Round Permanent Interim Housing Facility, Operations, and Services for Homeless Adults
2. Year-Round Permanent Day Center Facility, Operations, and Services for Homeless Adults

Each submittal must provide information concerning the qualifications of the respondent(s) with respect to the portion or aspect of the scope of services in which the respondent wants to participate. Proposals must, in addition, provide sufficient detail about the proposal(s) to allow evaluation of project feasibility and effectiveness in achieving the stated objectives of this RFP.

SUBMIT TO:

San Diego Housing Commission
1122 Broadway, Suite 300
San Diego, California 92101
Anthony Griffin (619) 578-7517
anthonyg@sdhc.org

Sealed proposals marked: **NONPROFIT ORGANIZATIONS TO PROVIDE A YEAR-ROUND PERMANENT INTERIM HOUSING FACILITY FOR HOMELESS ADULTS AND/OR A YEAR-ROUND PERMANENT DAY CENTER FACILITY FOR HOMELESS ADULTS. (RFP #: HIT-15-14) Bid Documents -- Do Not Open"** will be received on or before **the application due date listed above**. Three (3) additional copies of the proposal and a completed electronic file containing the proposal on CD-R must be submitted with the original proposal packet to the above address location. Questions related to this notice may be directed to: Anthony Griffin at (619) 578-7517 or by emailing anthonyg@sdhc.org

SAN DIEGO HOUSING COMMISSION

Maurcell Gresham
Director Procurement and Contract Management

Date

II. INSTRUCTIONS TO OFFERORS

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

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III. SUBMITTAL REQUIREMENTS

SUBMITTAL REQUIREMENTS

“Commission”

The term “**Commission**” as used in these documents means the San Diego Housing Commission.

Qualification

For work requiring a license or certification, only contractors and subcontractors licensed or certified in the State of California under the California Business Code Law for the category of work included herein are permitted to submit a proposal. The Contractor’s business license must be in the name of the person or entity submitting the proposal. The Commission reserves the right to require any proposer to present evidence of qualifications and ability and will consider such evidence prior to award of contract. All contractors and subcontractors who have violated the terms of the Federal Labor Laws will not be allowed to propose for this project.

Clarification During Proposal Period

Request for clarification of specifications, if any, during the proposal period shall be directed by email to: **anthonyg@sdhc.org** or telephone to: to **Anthony Griffin at (619) 578-7517**. Clarifications will only be made in writing by the Contracting Officer.

Addenda

Interpretation of Contract Documents: **No interpretation or change of the specifications will be made orally to any proposer.** Requests for interpretation shall be made to the Commission at least five (5) days prior to the proposal date. All interpretations requested by that date will be issued in the form of a written addendum to all prospective proposers. All such addenda shall become part of the proposal documents and shall be incorporated in all proposals. **No questions will be answered on the day of the proposal opening.**

Proposal Format (Tabbed Proposal Submittal)

In an effort that the Commission can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the Form of Proposal listed on page **20**. Each category must be separated by numbered index dividers (which extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference.

Completion of Forms

Each proposal must give the full business address of the proposer and be signed with the proposer’s usual signature. Proposals by a partnership must furnish full names of all partners and must be signed by one of the members of the partnership, or by an authorized representative, followed by the designation of the person signing. Proposals by a corporation, with corporate seal affixed, must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature and designation of the President, Secretary or other person authorized to bind it in the matter. The names of all persons signing shall be typed below the signatures. When requested, proposers shall furnish satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership.

Time and Place of Delivery of Proposals

As stated in the Request for Proposal (RFP). **Proposals received late will be returned to the proposer unopened.**

Proposal Specifications Exactly Shown

The Commission will expect a debit or credit on any individual work item performed for any deviations from specifications and addenda. Deviations will only be at the request of the Commission.

Rejection of Proposals

Any proposal may, at the Commission's discretion, be rejected if it is adjudged incomplete, illegible, or conditional. However, alternate proposals or explanations may be made on separate sheets. Such alternates or explanations will not be considered in determining the low proposal but may be used in negotiations after determination of the proposer. All corrections shall be initiated by the proposer.

Responsible Proposer

"**Responsible Proposer**" is defined as a proposer who has met all requirements of the Instructions to Offerors including: adequate financial resources to perform the contract or the ability to obtain them; has a satisfactory record of integrity and business ethics; be able to comply with the proposed delivery or performance schedule; has a satisfactory performance record; and be qualified and eligible to receive an award under applicable laws and regulations.

Weighted Rating System

The Commission reserves the right to establish criteria and to utilize a weighted rating system for evaluating the overall sufficiency of each proposal in meeting specifications. In submitting this proposal, proposer acknowledges that in a weighted rating system, lowest price may not be the deciding factor. **The responsive proposal with the highest combination of points from the evaluation criteria section will be awarded the contract.**

Selection Process

Selection of the most responsive and qualified proposers will be made after a review and analysis of proposals. Proposers may be invited to meet with Commission representatives to expand on proposal qualification and experience.

MINIMUM THRESHOLD REQUIREMENTS

All submitted proposals must comply with the following minimum threshold requirements:

1. **Organizational Experience & Capacity** – Respondent must have been in existence for at least two years. The respondent must also show their successful experience in operating and coordinating housing and supportive services for homeless individuals, specifically interim housing and day center activities. In addition, the respondent must demonstrate their capacity to perform the administrative, managerial, operational and supportive service functions to oversee the work necessary to successfully operate the proposed project(s). Partnerships consisting of two or more entities responsible for collaboration on service delivery are strongly encouraged.

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2. **Nonprofit Organization** – Respondents must have achieved or expect to achieve IRS Section 501(c)3 tax-exempt nonprofit status and California Revenue and Taxation Code tax-exempt nonprofit status before the start of the contract with the Commission (Approximate start date will be July 1, 2015).
3. **Service Delivery Plan** – All projects funded must provide an appropriate service delivery plan for the target population. Respondents must identify a lead service provider that will coordinate the provision of services to the target population. Service Delivery must comply with the following:
 - a. **Participation in the Coordinated Assessment and Housing Placement System (CAHP)**
 - The Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) and Federal regulations require communities to utilize a common mechanism for individualized assessment and coordinated access to services when engaging homeless persons.
 - At the discretion of the Commission, the service provider may be required to participate in the CAHP system and utilize the Vulnerability Index and Service Prioritization Decision Tool (VI-SPDAT), or successor system replacing the VI-SPDAT, as the targeting mechanism to identify the most appropriate housing intervention for program participants.
 - b. **Homeless Management Information System (HMIS)**
 - Service providers shall enter and maintain client data in a Homeless Information System (HMIS) as well as obtain and report required programmatic information and data on a monthly and annual basis.
4. **Leverage** - The Commission expects its grants to a successful respondent to be leveraged with other resources such as other State, Federal, and Local programs, and private fundraising.
5. **Licenses** – At the time of proposal submission, the respondent must demonstrate that the project site’s licenses such as Conditional Use Permits and/or other land use entitlements will permit the scope of the project as proposed. If this is not possible, the respondent must demonstrate to the Commission’s satisfaction that all approvals can be granted within 90 days of the proposal submittal.
6. **Site Control** – At the time of proposal submission the respondent must have control of the proposed project site through fee title, an option to purchase, a land sales contract, leasehold with development provisions, or any other enforceable instrument approved by the Commission.

EVALUATION CRITERIA

After a proposal meets all of the Minimum Threshold Requirements, the proposal may earn up to 100 points as shown below. A minimum of 65 points is required for funding.

<p>25 POINTS (Projects meet all elements listed to receive 25 points)</p>	<p>1. <u>Project Location:</u></p> <ol style="list-style-type: none"> a. Type, scale, and location of the project (housing and supportive services) fit the needs of the program participants. b. Due to the high concentration of homeless individuals in the Downtown San Diego area, priority will be given to projects in that area .
<p>35 POINTS (Projects must meet all items to receive the 35 points)</p>	<p>2. <u>Housing & Supportive Services</u></p> <ol style="list-style-type: none"> a. The project provides an appropriate and financially feasible service delivery plan. b. Evidence provided in the proposal should indicate how clients will gain access to the project, any best practices, the types of supportive services to be rendered from entry to exit, how the services meet the identified needs of the target population, and how many individuals will be served through each service.

<p>10 POINTS</p>	<p>3. <u>Project Readiness:</u> a. Ability to begin operations within 180 days of award.</p>																																			
<p>5 POINTS</p>	<p>4. <u>Maximum Leveraging of Non-RFP Sources of Funding:</u> Highest percentage of non-RFP sources of project funding divided by total project costs.</p> <p>a. Proposed sources of funding defraying RFP funds</p> <table border="1" data-bbox="477 512 1287 688"> <thead> <tr> <th>% of Leveraged Sources</th> <th>Points</th> <th>Maximum Points</th> </tr> </thead> <tbody> <tr> <td>35%</td> <td>2</td> <td rowspan="4">5</td> </tr> <tr> <td>45%</td> <td>3</td> </tr> <tr> <td>55%</td> <td>4</td> </tr> <tr> <td>65%</td> <td>5</td> </tr> </tbody> </table> <p>b. Committed Funds Letters demonstrating fund commitment must be provided to receive maximum points.</p>	% of Leveraged Sources	Points	Maximum Points	35%	2	5	45%	3	55%	4	65%	5																							
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<p>25 POINTS</p>	<p>5. <u>Organizational Experience & Capacity</u> Respondent will be awarded points for the organization’s capacity, experience and track record in managing and operating projects similar to the proposed project. . If partnering with one or more third-parties, please describe the partnership and their experience managing the service elements they will provide (NOTE: If services provided by third-party, please submit executed commitment letter from the third-party).</p> <p>a. Property Management</p> <table border="1" data-bbox="526 1087 1513 1276"> <thead> <tr> <th>Housing and/or Service Projects Currently Managed</th> <th>No. of Projects</th> <th>Points</th> <th>Max Points</th> </tr> </thead> <tbody> <tr> <td rowspan="3"></td> <td>1-2</td> <td>2</td> <td rowspan="3">4</td> </tr> <tr> <td>2-3</td> <td>3</td> </tr> <tr> <td>4+</td> <td>4</td> </tr> </tbody> </table> <p>b. Service Provider</p> <table border="1" data-bbox="526 1346 1513 1539"> <thead> <tr> <th>Number of Projects Currently Providing Services To</th> <th>No. of Projects</th> <th>Points</th> <th>Max Points</th> </tr> </thead> <tbody> <tr> <td rowspan="3"></td> <td>1-2</td> <td>2</td> <td rowspan="3">5</td> </tr> <tr> <td>2-4</td> <td>4</td> </tr> <tr> <td>5+</td> <td>5</td> </tr> </tbody> </table> <p>c. Previous Performance</p> <table border="1" data-bbox="526 1608 1513 1831"> <thead> <tr> <th>Outcomes</th> <th>Percentages</th> <th>Points</th> <th>Max Points</th> </tr> </thead> <tbody> <tr> <td>Exits to Permanent Housing for Single Adults</td> <td>75%</td> <td>4</td> <td rowspan="2">16</td> </tr> <tr> <td>Maintain or Increase</td> <td>60%</td> <td>4</td> </tr> </tbody> </table>	Housing and/or Service Projects Currently Managed	No. of Projects	Points	Max Points		1-2	2	4	2-3	3	4+	4	Number of Projects Currently Providing Services To	No. of Projects	Points	Max Points		1-2	2	5	2-4	4	5+	5	Outcomes	Percentages	Points	Max Points	Exits to Permanent Housing for Single Adults	75%	4	16	Maintain or Increase	60%	4
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		Income from Any Source for Single Adults			
		Improvement in Self-Sufficiency	80%	4	
		Basic Needs Met for Single Adults	100%	4	
100 TOTAL	Total Possible Points				

Note: The Commission reserves the right to reject any and all submittals, including rejection of proposals that may rank high in points relative to other proposals. Selection of projects, to be funded or not funded, shall be subject to the approval of the Commission in its sole discretion.

ELIGIBLE RESPONDENTS

Proposals will be accepted from nonprofit organizations.

EXTERNAL RELATIONS

To ensure the integrity of the program, the Commission shall have the control and authority to review all the print and electronic preparation, dissemination and publishing of any and all public relations, advertising, promotional material, and responses to publicity/media inquiries regarding the joint program activities and/or profiles of participants covered under this RFP and subsequent agreement.

Award of Contract

1. The identity of the successful proposer(s) will not be determined at proposal opening. The Commission reserves the right to obtain opinion of Counsel of legality and sufficiency of proposals. Contracts will be awarded, if at all, to the highest-scored, responsible proposer(s) within one hundred twenty (120) days of final date of receiving proposals. Contracts will be entered into effective within ten (10) days after written notice of award has been given to the successful proposer(s). Certificates of insurance, if required, must be received prior to contracts being made available for signature.
2. The Commission reserves the right to award multiple contracts when it is in its best interest to do so.
3. The Commission reserves the right to reject any or all proposals.

Time for Performance

All time limits stated in the contract documents are of the essence of the contract.

Term of Contract

All time limits stated in the contract documents are of the essence of the contract. The term of the contract shall be a **one (1) year period with the option to renew for four (4) additional one- (1) year periods**. The renewal options are contingent upon future funding availability and program performance.

Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on-site or in connection therewith for a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence.

(d) Contractor shall purchase and maintain professional errors and omissions liability coverage in the amount of \$1,000,000 per occurrence.

(e) All insurance required to be purchased and maintained by the Contractor shall name the Commission, the Housing Authority of the City of San Diego and the City of San Diego as additional insured and shall contain cross-liability endorsements.

(f) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least thirty (30) days prior written notice will be given to the Commission in the event of cancellation, reduction or non-renewal of the insurance.

Contract Language

Proposer is expected to read and understand all terms and conditions of the contract included in this invitation, and by the act of submitting a proposal, agrees to its terms and conditions.

Assigned Personnel

Provide identification of a person(s) with primary responsibility for working with the Commission on the items in the scope of work, including identification of his/her position within the firm. Provide description of availability of backup representatives, which will be assigned in case of absence of the primary representatives. A brief resume for each person must be provided listing specific experience with respect to the scope of work requirements under this RFP.

References

Provide the name, address and telephone number of three to five clients for whom services similar to those required under this RFP has been performed.

Conflict of Interest or Pending Litigation

Describe any arrangements, formal or informal, that the respondent has with any other party that might interfere with the respondent's ability to provide independent and unbiased advice and assistance under this RFP. Describe any litigation, administrative proceedings, or investigations in which the respondent is involved or to which it is subject that might have an adverse effect on its ability to fulfill its engagement under this RFP or that may affect the Commission's perception of its suitability.

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REQUIRED SUBMITTAL DOCUMENTS

Proposals: Proposers shall develop and submit a proposal that addresses at minimum each item identified in this solicitation, and shall verify through the completion and submittal of the proposal package that all required information and documentation for this solicitation process is included.

1. **Proposal Form:** Complete, sign and submit form.
2. **Experience/Supervision:** Provide a narrative detailing relevant experience as further described in the “Evaluation Criteria” and “Application Form”; it will be filed under Tab 3 “Experience/Supervision Narrative”. The Contractor shall provide information regarding current staffing, resources, equipment, method of operation, and specific supervision/quality control measures to be in effect during the term of the contract.
3. **License Numbers/Certifications:** The Contractor shall provide a copy of his/her City of San Diego Business License and any other California State licenses held. In addition, the Contractor shall provide licenses for all Sub-Contractors, if known, proposed to work under this contract.
4. **Minimum Threshold Requirements:** see page 14; submit information
5. **Statement of Offerors Qualifications:** Complete, sign and submit form.
6. **Certificate as to Corporate Principal:** Complete, sign and submit form.
7. **Corporate Resolution Authorizing Contracting:** Complete, sign and submit form.
8. **Certification:** Complete, sign and submit form.
9. **Non-Collusive Affidavit:** Complete, sign and submit form.
10. **Equal Opportunity Documents:** Complete, sign, and submit all associated forms.
11. **Certificate of Compliance:** Complete, sign and submit form.
12. **Completed Attachment I – Statement for Public Disclosure:** Complete, sign and submit form.
13. **Consent to Public Disclosure by Contractor and consent form:** Complete, sign and submit form.
14. **Completed Attachment II – Statement and Certification Regarding Debarment:** Complete, sign and submit form
15. **Certifications and Representation of Offerors (HUD-5369-C):** Complete, sign and submit form

If these documents are not filled out completely and returned by the proposal due date and time, the proposal may be deemed non-responsive and may not be considered for contract award.

Request for Proposals – Non Profit Organizations To Provide A Year-Round Permanent Interim Housing Facility for Homeless Adults And/Or A Year-Round Permanent Day Center Facility for Homeless Adults:
RFP# HIT-15-14

NOTE: Applications for Certification as a Small Local, Disadvantaged, Woman or Disabled Veteran Owned Business are available to firms/businesses that desire to be certified as a Small Local, Disadvantaged, Women or Disabled Veteran Owned Business for the City of San Diego and/or Commission contracting. Additional information is available through this office or by contacting the City of San Diego, Department of General Services, or CalTrans. The Commission does not discriminate on the basis of sex, race, color, creed, nationality, age, religion or handicap. The Commission strongly encourages certified Minorities, Women, and Disabled Veteran-owned businesses to proposal. The Commission does not certify Disadvantaged, Woman or Disabled Veteran Owned Business Enterprise, but does recognize current CalTrans, Department of General Services or City of San Diego certifications.

Certification of Disadvantaged, Women and Disabled Veteran Business Enterprises is provided by the following agencies.

CITY OF SAN DIEGO

SLBE Program Certification
202 C Street, Mail Station 9A
San Diego, CA 92101
P: (619) 236-6297

DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services
707 3rd Street, 1st Floor, Room 1-400, MS 210
West Sacramento, CA 95605
P: (916) 375-4940
F: (916) 375-4950

CALIFORNIA DEPARTMENT OF TRANSPORTATION

District 11 Small Business Outreach
4050 Taylor Street, MS 253
San Diego, CA 92110
P: (619) 688-3151
F: (619) 220-7379

FORM OF PROPOSAL

(This form must be fully completed and placed under Tab #1 of the proposal submittal)

INSTRUCTIONS: The items listed below must be completed and included in the proposal submittal unless otherwise specifically noted. Please complete this form by marking (X), where provided, to indicate that the referenced information has been included.

SUBMITTAL ITEMS		X = ITEM INCLUDED
	<ul style="list-style-type: none"> • Original proposal and three (3) additional copies; • (1) one CD-R containing the original proposal 	_____
Tab 1	<ul style="list-style-type: none"> • Form of Proposal 	_____
Tab 2	<ul style="list-style-type: none"> • Proposal Form • Proposal Format 	_____
Tab 3	<ul style="list-style-type: none"> • Experience/Supervision Narrative (10 pages excluding budget data) 	_____
Tab 4	<ul style="list-style-type: none"> • Business/State License and Certifications • Minimal Submittal Requirements 	_____
Tab 5	<ul style="list-style-type: none"> • Statement of Offerors Qualifications 	_____
Tab 6	<ul style="list-style-type: none"> • Certificate as to Corporate Principle • Corporate Resolution Authorizing Contracting and Certificate 	_____
Tab 7	<ul style="list-style-type: none"> • Non-Collusive Affidavit 	_____
Tab 8	<ul style="list-style-type: none"> • Equal Opportunity For Contractors Form • Certificate of Compliance • Report of San Diego Workforce • Certification of Offerors Regarding Equal Employment Opportunity • Equal Opportunity Contracting Program Clause 	_____
Tab 9	<ul style="list-style-type: none"> • Statement for Public Disclosure and consent form • Statement and Certification Regarding Debarment 	_____
Tab 10	<ul style="list-style-type: none"> • Certification and Representations of Offerors (HUD-5369-C): Exhibits 1-5 	_____

PROPOSERS STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the SDHC discovers that any information entered herein to be false, that shall entitle the SDHC to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the proposal submittal, and by entering and submitting the costs where provided on the Program Budget Form, the undersigned proposer is hereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the SDHC. Pursuant to all RFP Documents, this Form of Proposal and all required submittal items, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the SDHC with the services described herein for the fee(s) entered within the area(s) provided within this RFP.

Signature

Date

Printed Name

Company

PROPOSAL FORM

PROPOSAL FOR: NONPROFIT ORGANIZATIONS TO PROVIDE A YEAR-ROUND PERMANENT INTERIM HOUSING FACILITY FOR HOMELESS ADULTS AND/OR A YEAR-ROUND PERMANENT DAY CENTER FACILITY FOR HOMELESS ADULTS - RFP#: HIT-15-14

To: SAN DIEGO HOUSING COMMISSION (“Commission”)
1122 Broadway, Suite 300
San Diego, CA 92101

Commission Members:

1. The undersigned, having made myself familiar with the local conditions affecting the cost of the work, the services to be performed for the Commission and with the Specifications (including the Request for Proposals, Instructions to Offerors, the Submittals Requirements, this Proposal, the form of Non-Collusive Affidavit, the form of Contract, the Specifications and Addenda, if any thereto, as prepared by the Commission staff), proposes to furnish such services, as requested, at a negotiated rate not to exceed the base price of the contract as indicated in the attached Proposal Budget Form(s) plus the increase in the Consumer Price Index for All Urban Consumers (*CPI-U All City Average / All Items Unadjusted 12 Month Index*) for the time period covered by this contract.

The undersigned, as proposer, agrees that:

2. In submitting this proposal, it is understood that the Commission reserves the right to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to proposer within sixty (60) days after the opening thereof, proposer agrees to execute and deliver a contract in the prescribed form and furnish any required performance and payment bonds within ten (10) days after the contract is presented to proposer for signature.
3. Attached hereto is an affidavit in proof that proposer has not entered into any collusion with any person in respect to this proposal or any other proposal or the submission of proposals for this contract.
4. Certification of Nonsegregated facilities: By signing this proposal, proposer certifies that segregated facilities are not and will not be maintained or provided for employees of proposer at any establishments owned by proposer, and proposer does not and will not permit employees to perform their services at any location, under the control of proposer, where segregated facilities are maintained. Proposer agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term “segregated facilities” means any waiting room, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities, provided for employees, which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
5. Proposer further agrees that (except where identical certifications from proposed subcontractors for specific time periods has been obtained) proposer will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provision of the Equal Opportunity clause; that such certifications will be retained in proposer’s files; and that a notice will be forwarded to proposed subcontractors as provided in the instruction to offerors.

6. Addenda: All addenda, bulletins, letters, etc., bound with specifications or issued during the proposal period, are included in the Contract documents, and shall be considered in the amount of proposal. The receipt of such addenda, if any, is acknowledged hereinafter (fill in below):

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

7. Designation of Subcontractors. In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, Section 4100 et seq., Division 5, Title 1 of the Government Code of the State of California) and any amendments thereof, each proposer sets forth below: (a) the name and location of place of business of each subcontractor who will perform work or labor or render service to the proposer in construction, improvement, repair or maintenance to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the proposer, fabricates and installs a portion of the work, improvement, repair or maintenance in an amount in excess of one-half of one percent of the proposer's total proposal and (b) the portion of the work which will be done by each subcontractor under this act. The proposer shall list only one subcontractor for each such portion as is defined by the proposer in this proposal.

If a proposer fails to specify a subcontractor or if a proposer specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the total proposal, proposer shall be deemed to have agreed that proposer is fully qualified to perform and shall perform that portion him/herself.

No proposer whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original proposal, or (c) sublet or subcontract any portion of the work in excess of the one-half of one percent of the proposer's total proposal as to which the original proposal did not designate a subcontractor, except as authorized by the Commission.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the proposer's total proposal as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Designation of Subcontractors form follows:

NOTE: *The penalty for making false statements in offers is prescribed in 18 U.S.C. 10001.*

PROPOSAL FORM

Date: _____, 20____

Printed Name of Proposer (Contractor)

By: _____
Signature

Title: _____

Contractor's License Number (if applicable)

Official Address:

Telephone Number: _____

Fax Number: _____

Email: _____

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STATEMENT OF OFFEROR'S QUALIFICATIONS

All questions must be answered. All information must be clear and complete. Attach additional pages if needed.

1. Name of offeror _____

2. Names and titles of principals _____

3. Names of authorized signatories _____

4. Permanent main office address _____

Telephone No. () _____ Fax No. () _____

E-mail Address: _____

5. When organized _____

6. Where incorporated _____

7. Check if your firm has been certified by CalTrans as a Disadvantaged Business Enterprise _____, Women Business Enterprise _____, or Disabled Veteran Business Enterprise _____.

Date Certification Issued: _____

Date Certification Expires: _____

CalTrans Certification Number: _____

8. Number of years engaged in business under your present name? _____

9. List at least three private or public firms that you have supplied/provided with similar services to that in this solicitation. Include a contact name and telephone number.

10. Have you ever defaulted on a contract? Yes No

If yes, what was the name of the contract? _____

What was the reason for default? _____

11. Have you refused to sign a contract after award of the proposal? Yes No

If yes, what was the name of the contract? _____

What was the reason for refusal? _____

12. List the number of current employees and any branch offices:

13. Attach written evidence of amount and type of credit available.

14. Upon request, will you complete a detailed Financial Statement and furnish any other information required by the COMMISSION? Yes No

15. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the COMMISSION, verifying the declarations included in this Statement of Proposer's Qualifications.

(Name of Offeror)

By:

(Signature of Offeror's Representative)

Title:

Date:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Company named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR, was then _____ of said company; that said Contract was duly signed for and in behalf of said company by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE
SEAL

(Print or type name under signature)_____

(Print or type name under signature)_____

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CORPORATE RESOLUTION AUTHORIZING CONTRACTING

TO: SAN DIEGO HOUSING COMMISSION, a public agency

RESOLVED: that any one of the following officers: _____ of this Corporation, _____, a California _____ corporation ("Contractor"), be, and they are hereby, authorized and empowered to act for and on behalf of and in the name of this corporation and as its corporate act and deed as follows:

(1) To enter into a contract and/or contracts or agreements with the SAN DIEGO HOUSING COMMISSION, a public agency ("COMMISSION"), to perform work and supply materials and to assume responsibilities and duties and obligations all as set forth in the contract for _____ (type of services or construction) dated _____, in such form or forms and on such terms and conditions as shall be agreed to by the COMMISSION, and to sign, execute and deliver such documents as COMMISSION shall require; Further, Contractor shall be bound to COMMISSION by, and COMMISSION may rely upon, any communication or act, including telephone communications, purporting to be done by any partner, member, employee or agent of Contractor provided that COMMISSION believes, in good faith, that the same is done by such person.

(2) To perform all acts and execute and deliver all documents described above and all other contracts and instruments which COMMISSION deems necessary or convenient to accomplish the purposes of this certificate and/or to perfect or continue the rights and remedies to be given to COMMISSION hereunder, including without limitation, any modifications, renewals and/or extensions of any of Contractor's obligations to COMMISSION, however evidenced and including the execution of bond, and/or bonds, letters of credit, and/or other security provided to the COMMISSION to assure the timely and complete performance of the Contractor's agreement(s) with the COMMISSION;

BE IT FURTHER RESOLVED, that the authority hereby conferred shall be deemed retroactive, and any and all acts of authority hereby conferred is in addition to that conferred by any other resolution heretofore or hereafter delivered to COMMISSION and shall continue in full force and effect until COMMISSION shall have received notice in writing, certified by the Secretary of this corporation, of the revocation hereof by a resolution duly adopted by the Board of Directors of this corporation. Any such revocation shall be effective only as to actions taken by this corporation subsequent to Lender's receipt of such notice.

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CERTIFICATION OF CORPORATE RESOLUTION

I, _____, Secretary of _____, a California corporation created and existing under the laws of the State of California, do hereby certify and declare that the foregoing is a full, true and correct copy of the resolutions duly passed and adopted by the Board of Directors of said corporation, by written consent of all Directors of said corporation or at a meeting of said Board duly and regularly called, noticed and held, at which meeting a quorum of the Board of Directors was present and voted in favor of said resolutions; that said resolutions are now in full force and effect, that there is no provision in the Articles of Incorporation or Bylaws of said corporation, or any shareholder agreement, limiting the power of the Board of Directors of said corporation to pass the foregoing resolutions and that such resolutions are in conformity with the provisions of said Articles of Incorporation and Bylaws; and that no approval by the shareholders of, or the outstanding shares of, said corporation is required with respect to the matters which are the subject of the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed the corporate seal of said corporation this _____ day of _____, 20____.

Secretary of _____
Name of Corporation, a
California corporation

[corporate seal]

NOTE: THIS CERTIFICATION IS TO BE EXECUTED BY THE SECRETARY OR ASSISTANT SECRETARY OF THE CORPORATION AND SHOULD NOT BE EXECUTED BY THE SAME INDIVIDUAL EXECUTING THE CONTRACT DOCUMENTS

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NON-COLLUSIVE AFFIDAVIT

(Prime Proposer)

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That he/she/it is _____, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the Housing Authority of the City of San Diego or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Individual)

(Partner)

(Officer of Corporation)

Subscribed and sworn to before me

this _____ day of _____, 20_____

My commission expires _____
(NOTARY PUBLIC)

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Equal Opportunity for Contractors

Proposers are required to submit a Report of San Diego County Workforce and a signed Certificate of Compliance with their bid. If the recommended contractor's analysis reflects under-representation, the contractor shall be required to submit an acceptable Equal Employment Opportunity Plan to the San Diego Housing Commission's Equal Opportunity Contract Compliance Analyst.

Equal Opportunity Contracting Program

Proposers claiming status as a certified Small Local, Disadvantaged, Women, Minority or Disabled Veteran Business Enterprise must also submit current City of San Diego, Department of General Services (DGS) or California Department of Transportation (CalTrans) certificates. If a contractor or subcontractor is not a certified Small Local, Disadvantaged, Women, Minority or Disabled Veteran Business Enterprise and wishes to apply for certification, they can do so by contacting the City of San Diego Equal Opportunity Contracting Program, DGS or CalTrans.

Firm Name	Contact Person	E-Mail	
Web site Address	Phone	Fax	
Mailing Address	City	State	Zip Code
Physical Location of Office (Do Not Enter PO Box)	City	State	Zip Code
Address of Corporate Office is the same as: (please check one): <input type="checkbox"/> Mailing Address <input type="checkbox"/> Physical Location Address <input type="checkbox"/> Other			

- | | |
|---|--|
| <input type="checkbox"/> Architectural or Engineering Consultant
<input type="checkbox"/> Other Business Consultant
<input type="checkbox"/> Supplies
<input type="checkbox"/> Non-Profit
<input type="checkbox"/> Other: _____ | <input type="checkbox"/> Developer
<input type="checkbox"/> Service Provider
<input type="checkbox"/> Construction
<input type="checkbox"/> Maintenance |
|---|--|

- 2. Check if your firm has been certified as a:**
- California Dept. of General Services Small Business
 - Federal SBA Small Disadvantaged Business or 8(a)
 - Disadvantaged Business Enterprise (DBE)
 - Women Business Enterprise (WBE)
 - Disabled Veteran Business Enterprise (DVBE)
 - Minority-owned Business (MBE)
 - City of San Diego Small Local Business Enterprise (SLBE)
 - Other _____

Certifying Agenc(y)ies: _____

Date Certification Issued: _____

Date Certified Expires: _____

Certification Number: _____

3. Race of Controlling Interest

If 51% of the business is owned and operated by someone in the categories listed below: (Please check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Caucasian | <input type="checkbox"/> African American |
| <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Filipino | <input type="checkbox"/> Native American |

4. Gender of Controlling Interest

If 51% of the business is owned and operated by someone in the categories listed below: (Please check all that apply)

- | | |
|-------------------------------|---------------------------------|
| <input type="checkbox"/> Male | <input type="checkbox"/> Female |
|-------------------------------|---------------------------------|

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM
FOR CONTRACTORS DOING BUSINESS WITH
THE SAN DIEGO HOUSING COMMISSION**

The City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego are committed to an Equal Opportunity Program pursuant to applicable State and Federal laws and guidelines, which provide Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce; and if requested, an acceptable Equal Employment Opportunity Plan which addresses the affirmative actions that will be taken by this firm to eliminate any under-representation within identified categories. The elements of this Plan would include effective outreach and other employment practices to maximize opportunities for all qualified individuals.

Name of Authorized Official

Signature of Authorized Official

Date

SAN DIEGO HOUSING COMMISSION

1122 Broadway Suite 300, San Diego CA 92101

Name of Firm _____ Payroll Ending Date _____

WORK FORCE REPORT OF SAN DIEGO COUNTY

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Caucasian
- (6) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial												
Professional Specialty												
Engineers/Architects												
Technicians and Related Support												
Sales												
Administrative Support/Clerical												
Services												
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*												
TOTALS EACH COLUMN												
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALL EMPLOYEES												

NON PROFIT AGENCIES ONLY

President												
Vice President												
Secretary												
Treasurer												
TOTALS EACH COLUMN												

Indicate the gender and minority composition of the board as required above.
Please substitute titles of officers or board members as necessary.

OCCUPATIONAL CATEGORY LIST

Executive, Administrative and Management

Executive, Administrative Management Related

Professional Specialty

Engineers, Architects, Surveyors
 Mathematical and Computer Scientists
 Health Diagnosing
 Health Assessment and Treating
 Teachers, Postsecondary
 Teachers, Except Postsecondary
 Counselors, Educational and Vocational
 Librarians, Archivists, Curators
 Social Scientists and Urban Planners
 Social, Recreation and Religious Workers
 Lawyers and Judges

Technicians and Related Support

Health Technologists and Technicians
 Engineering and Related Technologists and Technicians
 Technicians, Except Health, Engineering and Service

Sales

Supervisors and Proprietors
 Sales Representatives, Finance and Business Services
 Sales Representatives, Commodities Except Retail
 Sales Workers, Retail and Personal Services

Administrative Support

Supervisors, Administrative Support
 Computer Equipment Operators
 Secretaries, Stenographers, Typists
 Information Clerks
 Records, Processing Except Financial
 Financial Records Processing
 Duplicating and Other Office Machine Operators
 Communications Equipment Operators
 Mail and Message Distributing
 Material Recording and Distributing Clerks
 Adjusters and Investigators
 Other Administrative Support

Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers

Construction Trades, Except Supervisors
 Extractive Occupations
 Precision Production Occupations

Machine Operators, Assemblers and Inspectors

Metalworking and Plastic Working Machine Operator
 Metal and Plastic Processing Machine Operators
 Woodworking Machine Operators
 Printing Machine Operators
 Textile, Apparel and Furnishing Machine Operators
 Machine Operators, Assorted Materials
 Fabricators, Assembler & Hand Working Occupations

Transportation and Material Moving

Motor Vehicle Operators
 Rail Transportation Occupations
 Water Transportation Occupations
 Material Moving Equipment Operators

Handler, Equipment Cleansers, Helpers and Laborers

Handlers
 Equipment Cleaners
 Helpers
 Laborers

Services

Private Households
 Protective Services
 Supervisors, Protective Services
 Firefighting and Fire Prevention
 Police and Detectives
 Guards
 Supervisors, Food Preparation and Services
 Health Services
 Cleaning and Building Services
 Personal Services
 Vehicle and Mobile Equipment Mechanics and Industrial Machinery Repairer
 Machinery Maintenance
 Electrical and Electronic Equipment Repairers
 Heating, Air Conditioning, Refrigeration Mechanics
 Other Mechanics and Repairers
 Supervisors Construction

NAME OF COMPANY: _____ TELEPHONE: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

PREPARED BY: _____ DATE: _____

CERTIFICATION OF PROPOSER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any proposer or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the proposal or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the proposer has not filed a compliance report due under applicable instructions, such proposer shall be required to submit a compliance report within seven (7) calendar days after proposal opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY PROPOSER

Proposer's Name: _____

Address and Zip Code: _____

-
1. Proposer has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes No (If answer is yes, identify the most recent contract)

 2. Compliance reports are required to be filed in connection with such contract or subcontract.
Yes No (If answer is yes, identify the most recent contract)

 3. Proposer has filed all compliance reports due under applicable instructions, including SF-100.
Yes No None Required

 4. If answer to Item 3 is "No", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Signature

Name and Title of Signer (Please Type)

Date _____

EQUAL OPPORTUNITY CONTRACTING PROGRAM CLAUSE

- (a) It is the policy of _____ to take positive steps to maximize the utilization of African Americans, Native Americans, Asians, Hispanics, Alaskans or Pacific Islanders, woman and disabled veteran owned business enterprises in all contract activity administered by the Housing Commission.
- (b) The Contractor will utilize his best efforts to carry out this policy in the award of this subcontract to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "Disadvantaged or women's business enterprise" means a business, at least 50% of which is owned by Disadvantaged group members or women, or in the case of publicly owned businesses, at least 51% of the stock is owned by disadvantaged group members or women. For purposes of this definition, Disadvantaged group members are African-Americans, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.
- (c) The Contractor will submit the following statement as part of his/her proposal:

I have taken affirmative action to seek out and consider African Americans, Native Americans, Asians, Hispanics, Alaskans, Pacific Islanders, woman and disabled veteran owned business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

Indicate whether business is owned by a Disadvantaged, Woman or Disabled Veteran

Name and Address of Firms Contractor Anticipates Utilizing	Category of Work	Amount of Contract	Category (ethnicity gender or disabled veteran)

Total Proposal: _____

Total Sub-contract Amount: _____

Disadvantaged/Women/Disabled Veterans Enterprise Total of Subcontract Amount: _____

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Attachment I

**SERVICE PROVIDER AND CONSULTANTS
(Collectively referred to as "CONTRACTOR" herein)
STATEMENT FOR PUBLIC DISCLOSURE**

1. Name of CONTRACTOR: _____
2. Address and Zip Code: _____
3. Telephone Number: () _____ Fax Number: () _____
4. Name of Principal Contact for CONTRACTOR: _____
5. Federal Identification Number or Social Security Number of CONTRACTOR: _____
6. If the CONTRACTOR is not an individual doing business under his own name, the CONTRACTOR has the status indicated below and is organized or operating under the laws of California as:
 - A corporation (Attach Articles of Incorporation)
 - A nonprofit or charitable institution or corporation. (Attach copy of Articles of Incorporation and documentary evidence verifying current, valid nonprofit or charitable status).
 - A partnership known as: _____

(Name)

Check one:

- General Partnership (Attach statement of General Partnership)
- Limited Partnership (Attached Certificate of Limited Partnership)
- A business association or joint venture known as: _____

(Attach your joint venture or business association agreement)
- A Federal, State or local government or instrumentality thereof.
- Other (explain) _____

If the CONTRACTOR is not an individual or government agency or instrumentality, give date of organization:

7. Provide names, addresses, telephone numbers, title of position (if any) and nature and extent of the interest of the current officers, principal members, shareholders, and investors of the CONTRACTOR, other than a government agency or instrumentality, as set for below:
 - a) If the CONTRACTOR is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.

Request for Proposals – Non Profit Organizations To Provide A Year-Round Permanent Interim Housing Facility for Homeless Adults And/OR A Year-Round Permanent Day Center Facility for Homeless Adults:
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- b) If the CONTRACTOR is a nonprofit or a charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c) If the CONTRACTOR is a partnership, each partner, whether a general or limited, and either the percent of interest or a description of the character and extent of interest.
- d) If the CONTRACTOR is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e) If the CONTRACTOR is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, STATE, CITY AND ZIP CODE	POSITION TITLE (IF ANY) AND PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

8. Has the makeup as set forth in Item 7(a) through 7(e) changed within the last twelve (12) months? If yes, please explain in detail.

9. Is it anticipated that the makeup as set forth in Item 7(a) through 7(e) will change within the next twelve (12) months? If yes, please explain in detail.

Provide name, address, telephone number, and nature and extent of interest of each person or entity (not named in response to Item 8) who has a beneficial interest in any of the shareholders or investors named in response to Item 8 which gives such person or entity more than a computed 10% interest in the CONTRACTOR (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the CONTRACTOR or more than 50% of the stock in the corporation which holds 20% of the stock of the CONTRACTOR):

NAME, ADDRESS, STATE, CITY AND ZIP CODE	POSITION TITLE (IF ANY) AND EXTENT OF INTEREST

10. Names, addresses and telephone numbers (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 7 or Item 12 above:

11. Is the CONTRACTOR a subsidiary of or affiliated with any other corporation or corporations, any other firm or any other business entity or entities of whatever nature. If yes, list each such corporation, firm or business entity by name and address, specify its relationship to the CONTRACTOR, and identify the officers and directors or trustees common to the CONTRACTOR and such other corporation, firm or business entity.
-
-

12. Has the CONTRACTOR or anyone referred to above as "principals of the CONTRACTOR" been convicted and/or indicted and convicted of any felony within the past ten (10) years?

Yes No

If yes, give for each case (1) date, (2) charge, (3) place, (4) court, and (5) action taken. Attach any explanation deemed necessary.

13. Does any member of the governing body of the San Diego Housing Commission ("COMMISSION"), Housing Authority of the City of San Diego ("AUTHORITY") or City of San Diego ("CITY"), to which the accompanying proposal is being made or any officer or employee of the COMMISSION, the AUTHORITY, or the CITY who exercises any functions or responsibilities in connection with the carrying out of the project covered by the CONTRACTOR'S proposal, have any direct or indirect personal financial interest in the CONTRACTOR or in the proposed contractor? Yes No

If yes, explain. _____

14. State the name, address and telephone numbers of CONTRACTOR'S insurance agent(s) and/or companies for the following coverages: List the amount of coverage (limits) currently existing in each category:

PROFESSIONAL LIABILITY	WORKER'S COMPENSATION/GENERAL LIABILITY

- a. General Liability, including Bodily Injury and Property Damage Insurance [Attach certificate of insurance showing the amount of coverage and coverage period(s)]

Check coverage(s) carried:

- () Comprehensive Form
- () Premises - Operations
- () Explosion and Collapse Hazard
- () Underground Hazard
- () Products/Completed Operations Hazard
- () Contractual Insurance
- () Broad Form Property Damage
- () Independent Contractors

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- () Personal Injury
- b. Automobile Public Liability/Property Damage [Attach certificate of insurance showing the amount of coverage and coverage period(s)]

Check coverage(s) carried:

- () Comprehensive Form
- () Owned
- () Hired
- () Non-Owned
- c. Workers Compensation [Attach certificate of insurance showing the amount of coverage and coverage period(s)]
- d. Excess Liability [Attach certificate of insurance showing the amount of coverage and coverage period(s)]
- e. Other (Specify) [Attach certificate of insurance showing the amount of coverage and coverage period(s)]

17. CONTRACTOR warrants and certifies that it will not, during the term of the PROJECT, GRANT, LOAN, CONTRACT, DEVELOPMENT and/or RENDITIONS OF SERVICE discriminate against any employee, person, or applicant for employment because of race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of this nondiscrimination clause.
18. The CONTRACTOR warrants and certifies that it will not without prior written consent of the COMMISSION, engage in any business pursuits that are adverse, hostile or take incompatible positions to the interests of the COMMISSION, during the term of the PROJECT, DEVELOPMENT, LOAN, GRANT, CONTRACT and/or RENDITION OF SERVICES.
19. CONTRACTOR warrants and certifies that no member, commission, councilperson, officer, or employee of the COMMISSION, the AUTHORITY and/or the CITY; no member of the governing body of the locality in which the PROJECT is situated; no member of the government body in which the Commission was activated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, has during his or her tenure, or will for one (1) year thereafter, have any interest, direct or indirect, in this PROJECT or the proceeds thereof.
20. List all citations, orders to cease and desist, stop work orders, complaints, judgments, fines, and penalties received by or imposed upon CONTRACTOR for safety violations from any and all governmental entities including but not limited to, the City of San Diego, County of San Diego, the State of California, the United States of America and any and all divisions and departments of said governmental entities for a period of five (5) years prior to the date of this statement.

GOVERNMENT ENTITY MAKING COMPLAINT	DATE	RESOLUTION

Request for Proposals – Non Profit Organizations To Provide A Year-Round Permanent Interim Housing Facility for Homeless Adults And/Or A Year-Round Permanent Day Center Facility for Homeless Adults:
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21. Has the CONTRACTOR ever been disqualified, removed from or otherwise prevented from proposing on or completing a federal, state, or local government project because of a violation of law or a safety regulation. If so, please explain the circumstances in detail. If none, please state: _____

22. Please list all licenses obtained by the CONTRACTOR through the State of California and/or the United States of America which are required and/or will be utilized by the CONTRACTOR and/or are convenient to the performance of the PROJECT, DEVELOPMENT, LOAN, GRANT, CONTRACT or RENDITION OF SERVICES. State the name of the governmental agency granting the license, type of license, date of grant, and the status of the license, together with a statement as to whether the license has ever been revoked:

GOVERNMENTAL AGENCY	DESCRIPTION OF LICENSE	LICENSE NUMBER	DATE ISSUED (ORIGINAL)	STATUS (CURRENT)	REVOCATION (YES/NO)

23. Describe in detail any and all other facts, factors or conditions that may adversely affect CONTRACTOR'S ability to perform or complete, in a timely manner, or at all, the PROJECT; CONTRACT; SALES of Real Property to; DEVELOPMENT; repayment of the LOAN; adherence to the conditions of the GRANT; or performance of consulting or other services under CONTRACT with the Commission.

24. Describe, in detail, any and all other facts, factors or conditions that may favorably affect CONTRACTOR'S ability to perform or complete, in a timely manner, or at all, the CONTRACT; DEVELOPMENT; repayment of the LOAN; adherence to the conditions of the GRANT, or performance of consulting or other services under CONTRACT with the Commission.

25. List all CONTRACTS with, DEVELOPMENTS for or with; LOANS with; PROJECTS with; GRANTS from; and/or SALES of Real Property to, the COMMISSION, AUTHORITY and/or the CITY within the last five (5) years:

DATE	ENTITY INVOLVED (I.E. CITY, COMMISSION, ETC.)	STATUS (CURRENT, DELINQUENT, REPAID, ETC.)	DOLLAR AMOUNT

CONSENT TO PUBLIC DISCLOSURE BY CONTRACTOR

By providing the "Personal Information," (if any) as defined in Section 1798.3(a) of the Civil Code of the State of California (to the extent that it is applicable, if at all), requested herein and by seeking a loan from; a grant from; a contract with; the sale of real estate to; the right to develop from; and/or any and all other entitlements from the SAN DIEGO HOUSING COMMISSION ("COMMISSION"), the HOUSING AUTHORITY OF THE CITY OF SAN DIEGO ("AUTHORITY") and/or the CITY OF SAN DIEGO ("CITY"), the CONTRACTOR consents to the disclosure of any and all "Personal Information" and of any and all other information contained in this Public Disclosure Statement. CONTRACTOR specifically, knowingly and intentionally waives any and all privileges and rights that may exist under State and/or Federal law relating to the public disclosure of the information contained herein. With respect to "Personal Information," if any, contained herein, the CONTRACTOR, by executing this disclosure statement and providing the information requested, consents to its disclosure pursuant to the provisions of the Information Practices Act of 1977, Civil Code Section 1798.24(b). CONTRACTOR is aware that a disclosure of information contained herein will be made at a public meeting or meetings of the COMMISSION, the AUTHORITY and/or the CITY at such times as the meetings may be scheduled. CONTRACTOR hereby consents to the disclosure of said "Personal Information," if any, more than thirty (30) days from the date of this statement at the duly scheduled meeting(s) of the COMMISSION, the AUTHORITY and/or the CITY. CONTRACTOR acknowledges that public disclosure of the information contained herein may be made pursuant to the provisions of Civil Code Section 1798.24(d).

CONTRACTOR represents and warrants to the COMMISSION, the AUTHORITY and the CITY that by providing the information requested herein and waiving any and all privileges under the Evidence Code of the State of California, State and Federal law, (to the extent of this disclosure that the information being submitted herein), the information constitutes a "Public Record: subject to disclosure to members of the public in accordance with the provisions of California Government Section 6250 et seq."

CONTRACTOR specifically waives, by the production of the information disclosed herein, any and all rights that CONTRACTOR may have with respect to the information under the provisions of Government Code Section 6254 including its applicable subparagraphs, to the extent of the disclosure herein, as well as all rights of privacy, if any, under the State and Federal law.

Executed this ____ day of _____, 20 ____, at San Diego, California

CONTRACTOR

By: _____

Title: _____

CERTIFICATION

The CONTRACTOR _____, hereby certifies that this Contractor's Statement for Public Disclosure and the attached information/evidence of the CONTRACTOR'S qualifications are true and correct to the best of CONTRACTOR'S knowledge and belief.

By: _____

Title _____

Dated: _____

ATTEST:

Subscribed and sworn to before me this ____ day of _____, 20____

Signature of Notary

My Commission Expires: _____

Attachment II

STATEMENT AND CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- a) The Offeror certifies, to the best of its knowledge and belief, that—
1. The Offeror and/or any of its Principals—
 - (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: COMMISSION of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or COMMISSION of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, COMMISSION of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- This Certification Concerns a Matter Within the Jurisdiction of an agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.***
- b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily

Request for Proposals – Non Profit Organizations To Provide A Year-Round Permanent Interim Housing Facility for Homeless Adults And/Or Year-Round Permanent Day Center Facility for Homeless Adults: RFP# HIT-15-14

result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

- d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business Dealings.
- e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the COMMISSION, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Contractor's Authorized Representative:

Name (printed)

Title

Date

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Certifications and Representations of Offerors
Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

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**IV. SAMPLE DRAFT CONTRACT
(Subject to Revision Based upon Funding
Source Requirements as well as negotiations
between the successful respondent(s) and the
Commission)**

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective _____ through _____.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, “Compensation Schedule”, attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed and any and all required travel pursuant to this Agreement shall not exceed the sum of _____ Dollars (\$_____). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego (“Housing Authority”) fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the Contractor’s staff. Such requisition shall: (1) reference the contract number assigned hereto; (2) describe the services performed in detail, as specified in Contract Attachment No. 2; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

By: _____
Print Name: _____
Title: _____
Date: _____

COMMISSION:
San Diego Housing Commission

By: _____
Richard C. Gentry
President & Chief Executive Officer
Date: _____

Approved as to Form:
Christensen & Spath LLP

By: _____
Charles B. Christensen
General Counsel
San Diego Housing Commission
Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Housing Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

205. Contractor's Liability

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Contractor, its subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to

the Commission during the full term of this Agreement.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Commission, the Housing Authority, and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

(e) For any claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required to be purchased and maintained by the Contractor shall be primary and non-contributory to any insurance carried by the Commission, the Housing Authority and/or the City of San Diego.

(f) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Commission in the event of cancellation, reduction or nonrenewal of the insurance.

(g) All insurance required to be purchased and maintained by the Contractor shall be endorsed with a waiver of subrogation. Contractor's insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Housing Authority, the City of San Diego, and their employees and agents for losses paid by Contractor's insurers that arise out of or in connection with Contractor's performance under this Agreement.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Agreement, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the Contractor will report to the project manager, payments made to all vendors by month, contract to date and percentage of overall contract value.

(b) Contractor and each subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil

Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law.

(d) If any underrepresentation is found after submission of Contractor's workforce report, the Commission may request an equal employment opportunity plan (EEO). An acceptable plan to correct the identified underrepresented categories must be submitted within 30 days. Once the EEO has been approved by the Commission, the Contractor must adhere to said plan. In the case of multi-year contracts, the Contractor will be required to submit annual workforce reports and EEO updates as requested.

(e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be barred from participating in Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Agreement shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial

part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Agreement may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the

Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Agreement.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

This Agreement may be terminated by the Commission on thirty (30) days' written notice to the Contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

This Agreement represents the sole and entire agreement between the Commission and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Laws of State of California

This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace.

- (ii) The Contractor’s policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 221(a) in a prominent place at Contractor’s main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

If checked, additional state prevailing wage terms are contained in Attachment No. 6.

If checked, additional federal prevailing wage terms are contained in Attachment No. 6.

224. Contract Work Hours and Safety Standards Act

In the event Contractor’s performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$100,000, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

225. Extension of Contract Term

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission’s discretion only, and may not be exercised by the Contractor.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple “Notices of Extension”, of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Commission and/or Housing Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer’s authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

226. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall assure that each principal of the Contractor that is supervising the Contractor’s work under this Agreement shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700) with the City Clerk’s Office of the City of San Diego, a copy of which is attached to this Agreement, if applicable, at the following times:

- (a) Upon execution of this Agreement;
- (b) Annually on or before April 1 of each year;
- (c) Within 30 days after completion of the Agreement.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

227. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

(a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,

(b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

228. Section 3 Contract Clauses

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require

employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

229. HUD Program-Specific Audit Requirement

24 CFR 45-1 require that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling \$300,000 or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

230. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions;

(c) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and

(d) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

**CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF SERVICES**

Request for Proposals – Non Profit Organizations To Provide A Year-Round Permanent Interim Housing Facility for Homeless Adults And/Or Year-Round Permanent Day Center Facility for Homeless Adults: RFP# HIT-15-14

**CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE**

CONTRACT ATTACHMENT NO. 4

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM
FOR CONTRACTORS DOING BUSINESS WITH
THE SAN DIEGO HOUSING COMMISSION**

The City of San Diego, the San Diego Housing Commission and Housing Authority of the City of San Diego are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

Name of Authorized Official

Title

Signature of Authorized Official

Date

CONTRACT ATTACHMENT NO. 5
WORKFORCE REPORT

Request for Proposals – Non Profit Organizations To Provide A Year-Round Permanent Interim Housing Facility for Homeless Adults And/Or A Year-Round Permanent Day Center Facility for Homeless Adults:
RFP# HIT-15-14

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V. GENERAL CONDITIONS

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 908.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Request for Proposals – Non Profit Organizations To Provide A Year-Round Permanent Interim Housing Facility for Homeless Adults And/Or A Year-Round Permanent Day Center Facility for Homeless Adults: RFP# HIT-15-14

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (without maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (i) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (ii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

- forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

- The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.
- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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VI. SPECIFICATIONS / SCOPE OF SERVICES

A. Year-Round Interim Housing Facility

B. Year-Round Day Center Facility

SPECIFICATIONS / SCOPE OF SERVICES

A. YEAR-ROUND PERMANENT INTERIM HOUSING FACILITY, OPERATIONS, AND SERVICES FOR HOMELESS ADULTS BY A NONPROFIT ORGANIZATION

OVERVIEW

The San Diego Housing Commission (SDHC), on behalf of the City of San Diego, is requesting proposals from nonprofit agencies to provide a year-round permanent interim housing program (Program) for homeless adults, which will be called the “City of San Diego Interim Housing Program for Homeless Adults”.

The Program must provide short-term shelter at a permanent, indoor facility (non-sprung structure) and supportive services to help homeless single adults stabilize their lives and relocate into permanent housing. On a nightly basis, the Program will provide clean, safe, overnight shelter with supportive services for a minimum of 350 homeless single adult men and women, with up to 40 percent of available beds set aside for homeless Veterans. Estimated funds available for this Program total \$1,617,250.

Referrals from homeless service providers will identify the most vulnerable homeless men and women who are in need of a bed in the Program, based on screenings conducted with the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT), or a community selected coordinated assessment tool, and stated community preferences.

Lengths-of-stay at the Program will be limited to 45 days; exceptions can be made on a case-by-case basis if the resident is making acceptable progress on their housing placement plan. Residents will also be allowed a maximum of two (2) individual stays not to exceed the initial 45 days. This service delivery model will ensure that the Program serves the community’s most vulnerable individuals and helps them move into appropriate permanent housing of their choice as quickly as possible.

The Program will operate under the terms of an agreement that will be executed for an initial term of one-year (to begin on July 1, 2015, through June 30, 2016), with four additional one-year renewal options contingent upon future funding availability and program performance.

ELIGIBLE RESPONDENTS

SDHC will accept proposals from nonprofit organizations to operate the Program with supportive services for homeless individuals. Interested and qualified nonprofit organizations that can successfully demonstrate their ability to provide a permanent indoor facility and the supportive services as outlined in this RFP are encouraged to submit a proposal.

PROJECT REQUIREMENTS

The Program shall offer a safe place for homeless adults to receive temporary shelter and the supportive services they need to secure permanent housing. Respondents to this RFP should specify programs and services for homeless individuals that, based on evidence, successfully promote self-sufficiency, wellness, and recovery. Program operations and service strategies include effective, coordinated approaches for addressing issues resulting from areas such as substance use and mental health crises, with a focus on fostering housing stability. All services

must be easily accessible and available to Program residents, and evaluation of services for effectiveness and usefulness should occur on a regular basis.

The following are minimum operations and service requirements of the proposed Program:

- 1. Project Hours:** The Program must be kept open 24-hours per day, seven (7) days per week, including City holidays.
- 2. Resident Eligibility & Continued Stay Criteria:**
 - a. Each Program resident shall be:
 - Certified as homeless using the U.S. Department of Housing & Urban Development definition (24 CFR Parts 91, 582, and 583)
 - Screened using the VI-SPDAT or successor tool adopted by the San Diego Regional Continuum of Care Council
 - Age 18 or older
 - Tested for communicable diseases (e.g., Tuberculosis)
 - b. The following criteria may not be used to determine Program resident eligibility and continued stay:
 - Sobriety and/or commitment to be drug-free
 - Requirements to take medication if the resident has a mental illness
 - Participation in religious services or activities
 - Participation in drug treatment services (including NA/AA)
 - Identification
 - Payment or ability to pay
- 3. Service Delivery System:**
 - a. *Program Components*
 - Intakes, Screening and Assessment
 - Participation in the Coordinated Assessment and Housing Placement System
 - Case management (NOTE: Respondent must define scope of case management, including its function, case load, schedule of contacts, and follow-up processes)
 - Computer lab
 - Information and referral services
 - Health, wellness, and recovery activities
 - Housing placements through housing navigation services for Program residents
 - Move-In Assistance to Program residents to help in obtaining items directly related to supporting housing stability as needed and available
 - 24-hour residential services and staffing
 - b. *Basic Services*
 - A minimum of 350 beds for homeless men and women in a permanent site that comply with all permitting and regulatory requirements (NOTE: Up to 40 percent of the beds must be allocated for Veterans)
 - At least two meals per day
 - Showers
 - Restrooms
 - Laundry
 - Mail services
 - Telephone access and message services
 - Furnishings

c. Other General Standards

- Respondent shall ensure all Program residents present the appropriate documentation to access the facility and programs.
- If selected, respondent will develop appropriate policies and procedures for Program operations.
- Data entry, analysis and reporting in HMIS of all Program activities. Respondent will maintain all appropriate documentation, including but not limited to, the current list of all participating partnering agencies, contact dates, services received, resident goals achieved, the unduplicated number of residents served, referral information, and any other pertinent resident information.
- The title of the Program will be City of San Diego Interim Housing Program for Homeless Adults.

4. Property Management

- a. Respondent will provide for site control, maintenance, repair, utilities, security, regularly laundered linens, and other occupancy related items.

PERFORMANCE CRITERIA & OUTCOMES

Respondents are expected to provide, at minimum, Program operations and services outlined above and assist Program residents in their move to appropriate housing. Specifically, respondents must demonstrate their success in achieving the following outcomes:

1. 100 percent of Program residents will be homeless.
2. 100 percent of Program residents will be administered the VI-SPDAT or successor tool.
3. At least 75 percent of Program residents who exit will leave for permanent housing.
4. At least 60 percent of Program residents will have income from any source, including mainstream benefits, when they exit the Program.
5. 80 percent of Program residents engaged in case management will show improvement in self-sufficiency.

All Program activities will be documented in monthly and year-end reports in a format determined by SDHC.

SPECIFIC SITES PROPOSED

Each proposal should identify a specific site with land use entitlements for the proposed operation to be obtained no later than 30 days after submission of a response to the RFP. Also, indicate if the respondent has site ownership or site control. Respondents should also provide a description of their strategy to gain neighborhood support for the proposed use or uses.

COLLABORATIVE EFFORTS

It is expected that proposals will involve collaborations of various social service providers, and perhaps other types of entities. Each proposal should identify the organization that will serve as the lead partner of such a collaborative, tasked with the responsibility of bringing the proposal to fruition, and ensuring the ongoing success of the Program.

PROGRAM FUNDING & ELIGIBLE ACTIVITIES

Each proposal should estimate funding needed and identify any potential funding sources for the project being proposed. Sources should clearly identify the costs to be funded (e.g., operating costs, services, and so on). Approximately \$1,617,250 is available for an initial term of one year

(July 1, 2015, through June 30, 2016), with four additional one-year renewal options all contingent upon future funding availability and program performance.

SDHC will administer the Agreement on behalf of the City. All requirements of the applicable Federal, State, Local, or private funding sources will apply to projects selected under this RFP. Respondents may refer to funding regulations for the federal Community Development Block Grant Entitlement Communities Program (CDBG) and federal Emergency Solutions Grant Program (ESG) by visiting the City of San Diego's website at <http://www.sandiego.gov/cdbg/> or by contacting Anthony Griffin at SDHC (anthonyg@sdhc.org). All CDBG and ESG requirements will apply and are incorporated by reference in this Request for Proposals.

The basic program regulations governing management and financial systems for the CDBG program are disseminated by the Federal government in 24 CFR Part 570, Subparts J and K. They are applicable both to grantees (i.e., the City) and to public or private sector subrecipient agencies (i.e., nonprofit organizations):

- a. Subpart J (24 CFR 570.500-570.513) covers the general responsibilities for grant administration, including uniform administrative requirements, provisions of subrecipient agreements, program income, use of real property, recordkeeping and reporting, and closeout procedures.
- b. Subpart K (24 CFR 570.600-570.614) deals with other CDBG program requirements, including civil rights, labor standards, environmental standards, flood insurance, relocation, displacement, acquisition, employment and contracting opportunities, lead-based paint, use of debarred suspended or ineligible agencies, uniform administrative requirements and cost principles, conflicts of interest, and the Americans with Disabilities Act.

General guidelines for activities of the ESG Program are listed at 24 CFR Part 576. Subpart A (24 CFR 576.1-576.3) covers the general provisions. Subpart B (24 CFR 576.100-576.109) covers program components and eligible activities. Subpart E (24 CFR 576.400-576.408) covers the program requirements. Subpart F (24 CFR 576.500-576.501) covers grant administration.

TERMS AND CONDITIONS OF FUNDING

SDHC reserves the right to reject any or all applications, to waive certain requirements of this RFP, to disregard any inconsistencies in applications, or to cancel, in whole or in part, this RFP if it is deemed in the best interest of SDHC to do so.

Funding commitments are final seven days after the action of the SDHC Board of Commissioners, unless members of the Housing Authority of the City of San Diego (Housing Authority) request that the Housing Authority review of the matter. All commitments exceeding \$250,000 for purposes of development or for acquisition of goods and services are automatically referred to the Housing Authority for final action. It is strongly recommended that the individual identified as the contact person in the proposal should attend the SDHC Board of Commissioners' meeting and, if applicable, the Housing Authority meeting when a funding decision is considered.

PROGRAM PROPOSAL ATTACHMENT CHECKLIST

REQUIRED FOR ALL RESPONDENTS

Review your proposal for completeness using this checklist and insert it before the proposal form in your submittal package. These items are in addition to those listed in the Form of Proposal.

TAB	PROPOSAL COMPONENT	INCLUDED (Y/N)
NA	Original, three signed copies, and one CD-R with original	
NA	Proposal and all attachments are 8.5 x 11 inches	
NA	Proposal is separated by numbered index dividers and labeled with the corresponding tab reference	
NA	Proposal narrative shall be 10 pages or less, using 12 pt. Times New Roman font	
2	Most recent organizational budget (income and expenses) that includes all of the applicant’s activities, including those that are not part of this Proposal	
	Copies of Federal and State tax status rulings	
3	Experience/Supervision Narrative (including program narrative)	
	Staffing Profile and Resumes of Key Staff	
	Budget Exhibit Forms	
	Written evidence of funding commitments	
4	Copy of the Conditional Use Permit (CUP) authorizing activities for this Proposal, if available. If not available, advise when and how the CUP will be authorized	
5	Most recent fiscal year-end audited financial statement for the organization that includes all of the applicant’s activities	
	Written evidence of amount and type of credit available	
6	Letters of commitment from the property owner or other instruments of site control, if available. If not available, advise when and how site control will be demonstrated	
	Photos of property where proposed activities are to be provided	
9	List of Board Officers, Directors and their primary affiliations	
	Certificate of Insurance	
	IRS 501(c)(3) documentation	
	Articles of Incorporation and all amendments thereto	
	Minutes of the organization’s three most recent Board meetings.	
11	Grievance Policy	
12	Program Inventory Checklist (not scored)	
13	All Other Proposal Form Attachments	

SCORED RESPONSE FORMS

Project Location (Maximum Points: 25)	Describe how the type, scale, and location of the project fit the needs of the Program participants. Provide a description of the strategy to gain neighborhood support for the proposed use or uses.

<p>Operations & Supportive Services (Maximum Points: 35)</p>	<p>Describe how the project provides an appropriate and financially feasible service delivery plan. Be sure to indicate:</p> <ul style="list-style-type: none">• How clients will gain access to the Program• Best practices proposed to be utilized• The types and levels of supportive services to be rendered from project entry to exit• How many individuals are expected to be served through each service• How the services meet the needs of the target population
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Project Readiness (Maximum Points: 10)	Outline the respondent's ability to begin operations within 180 days of award.
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<p>Leveraging of Non-SDHC Sources of Funding (Maximum Points: 5)</p>	<p>Describe other funding sources for this project (amount and source of non-RFP money leveraged for the proposed project).</p> <p>1) Grantee/program sponsor contribution: \$ _____</p> <p>2) Local funds (please specify): \$ _____</p> <p>3) State funds (please specify): \$ _____</p> <p>4) Federal funds (please specify): \$ _____</p> <p>5) Foundation funds (please specify): \$ _____</p> <p>6) Client charges/fees (please specify): \$ _____</p> <p>7) Other (please specify): \$ _____</p> <p>8) Other (please specify): \$ _____</p> <p>9) TOTAL LEVERAGE: \$ _____</p> <p>10) TOTAL PROJECT COST: \$ _____</p>
<p>Organizational Experience & Capacity (Maximum Points: 25)</p>	<p>Demonstrate the respondent’s capacity to provide operations and services as outlined in the RFP to the target homeless population or contract/partner with a third-party to deliver the services. Specifically:</p> <ul style="list-style-type: none"> • Describe the respondent’s experience managing service projects similar to that outlined in the RFP. If partnering with one or more third-parties, please describe the partnership and their experience managing the service elements they will be providing. • Describe the number and type of projects the respondent is currently providing supportive services to. • Complete the below chart to demonstrate the respondent’s prior successful experience in meeting outcomes in programming serving homeless persons. Please use information from the most recently completed and reported program year. For outcomes that do not meet the stated goal, please provide a brief explanation for the miss and how the respondent will reach the goal if selected through this RFP.

	<table border="1"> <thead> <tr> <th style="text-align: left;">Goals</th> <th style="text-align: left;">Success Rates</th> </tr> </thead> <tbody> <tr> <td>75 percent exit to permanent housing for homeless single adults.</td> <td></td> </tr> <tr> <td>60 percent of homeless single adults maintain or increase income from any source, including mainstream benefits.</td> <td></td> </tr> <tr> <td>80 percent of homeless single adults engaged in case management improve their self-sufficiency.</td> <td></td> </tr> </tbody> </table>	Goals	Success Rates	75 percent exit to permanent housing for homeless single adults.		60 percent of homeless single adults maintain or increase income from any source, including mainstream benefits.		80 percent of homeless single adults engaged in case management improve their self-sufficiency.	
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**PERMANENT, YEAR-ROUND INTERIM HOUSING FACILITY PROGRAM
INVENTORY CHECKLIST**

Item	Quantity	Respondent To Use
32 Gallon Trash Can	20	
Bike Racks	9	
Blanket (10)	127	
Bunk Beds	185	
Canopy	14	
Clamp Light	36	
Cork/Bulletin Board	6	
Desk	8	
Drum Fan	7	
Dry Erase Markers	20	
File Cabinets	12	
Fire Chests	370	
Fitted Sheets (12)	126	
Flat Top Sheet (24)	64	
Foldable Picnic Tables	10	
Folding Chairs (4)	75	
Key Box	10	
Key Locks	370	
Key Tags	20	
Large Dry Erase Board	6	
Mattress Bags (75)	40	
Mattresses	370	
Metal Locked Cabinet	5	
Metal Shelving Unit	9	
Office Chairs	6	
Outdoor Chairs	80	
Patio Chair	50	
Phone	5	
Pillow (12)	42	
Pillow Cases (72)	11	
Pillow Protector	750	
Printer/Scanner	1	
Recycle Container	8	
Rectangle Folding Table	23	
Round Folding Table	10	
Small Dry Erase Board	6	
Steel Cabinet	6	

Item	Quantity	Respondent To Use
Towels (12)	92	
Umbrella	10	
Umbrella Base	10	
Wall Dividers	5	
Wash Cloths (60)	18	

Please indicate which items and how many you intend to use for the Program. Use of items is not required nor scored as part of the response to the RFP.

B. YEAR-ROUND PERMANENT DAY CENTER FACILITY, OPERATIONS, AND SERVICES FOR HOMELESS ADULTS BY A NON-PROFIT ORGANIZATION

OVERVIEW

The San Diego Housing Commission (SDHC), on behalf of the City of San Diego, is soliciting proposals from interested nonprofit agencies to provide a year-round permanent day center (Center) inclusive of the facility, general operations and supportive services for homeless adults. Estimated funds available for this Program total \$582,750. The Center will serve as a centralized access point for individuals experiencing homelessness in the City while also providing an array of resources and services aimed to help Day Center participants stabilize and obtain appropriate housing. Examples include showers, restrooms, laundry facilities and Housing Navigators to assist in locating permanent housing for Day Center participants.

An agreement will be executed for an initial term of one year (July 1, 2015, through June 30, 2016), with four additional one-year renewal options contingent upon future funding availability and program performance.

ELIGIBLE RESPONDENTS

SDHC will accept proposals from nonprofit organizations to operate a permanent, year-round Day Center facility with supportive services for homeless adults. Interested and qualified nonprofit organizations that can successfully demonstrate their ability to provide a permanent facility and the services as outlined in this RFP are encouraged to submit a proposal.

PROJECT REQUIREMENTS

The Day Center shall offer a safe place [with all required land use and other entitlements] for homeless adults to receive the assistance and support needed to secure housing. Through evidence-based practices, respondents should outline a project that provides programs and services for homeless adults promoting self-sufficiency, wellness, and recovery. Services shall be geared, first and foremost, to meet basic needs of Day Center participants and also help maintain physical and emotional health. Operations and service strategies include effective, coordinated approaches for addressing issues resulting from areas such as substance use and mental health crises, with a focus on fostering housing stability. All services must be easily accessible and available to Day Center participants, and evaluation of services for effectiveness and usefulness should occur on a regular basis.

The following are minimum operations and service requirements of the proposed Day Center:

- 1. Project Hours:** The Day Center must be kept open for seven (7) days per week Monday through Friday between the hours of 6:00 a.m. and 4:00 p.m., and on Saturday and Sunday between the hours of 6:00 a.m. and 2:00 p.m., including City holidays.
- 2. Participant Eligibility Criteria:** Each Day Center participant shall be self-certified as homeless annually.
- 3. Service Delivery System:**
 - a. Program Components*
 - Intakes, Screening and Assessment (NOTE: Respondent must administer the VI-SPDAT, or successor tool, to Day Center participants).
 - Participation in Coordinated Assessment and Housing Placement System including Housing Navigators and an access point for system.

- Case management (NOTE: Respondent must define scope of case management including its function, case load, schedule of contacts, and follow-up processes).
 - Computer lab
 - Information and referral services
 - Health, wellness, and recovery activities
 - Outreach and engagement
- b. *Basic Services*
- Showers
 - Restrooms
 - Laundry
 - Mail services
 - Telephone access and message services
 - Safe drinking water
- c. *Other General Standards*
- Respondent shall ensure all Day Center participants present the appropriate documentation to access the facility and programs.
 - If selected, respondent will develop appropriate policies and procedures for project operations.
 - Data entry, analysis and reporting in HMIS of all Day Center activities. Respondent will maintain all appropriate documentation, including but not limited to, the current list of all participating partnering agencies, contact dates, services received, hours of service, client goals achieved, the unduplicated number of clients served, referral information, and any other pertinent client information.
 - The title of the Program will be City of San Diego Day Center for Homeless Adults.
- 4. Property Management**
- a. Respondent will provide for site control, maintenance, repair, utilities, security, and other occupancy related items.

PERFORMANCE CRITERIA & OUTCOMES

Respondents are expected to provide, at minimum, Day Center operations and services outlined above and assist Day Center participants in their move to appropriate housing. Specifically, respondents must demonstrate their success in achieving the following outcomes:

1. 100 percent of Day Center participants will be homeless.
2. 100 percent of Day Center participants will have one or more of their presenting basic needs met.
3. 100 percent of Day Center participants will be administered the VI-SPDAT or successor tool.
4. 80 percent of Day Center participants engaged in case management will show improvement in self-sufficiency.

SPECIFIC SITES PROPOSED

Each proposal should identify a specific site and indicate if the respondent has site ownership or site control. Respondents should also provide a description of their strategy to gain neighborhood support for the proposed use or uses.

COLLABORATIVE EFFORTS

It is expected that proposals will involve collaborations of various social service providers, and perhaps other types of entities. Each proposal should identify the organization that will serve as the lead partner of such a collaborative, tasked with the responsibility of bringing the proposal to fruition, and ensuring the ongoing success of the project.

PROGRAM FUNDING & ELIGIBLE ACTIVITIES

Each proposal should estimate funding needed and identify any potential funding sources for the project being proposed. Sources should clearly identify the costs to be funded (e.g., operating costs, services, and so on). Approximately **\$582,750** is available for an initial term of one year (July 1, 2015, through June 30, 2016), with four additional one-year renewal options all contingent upon future funding availability and program performance.

SDHC will administer the Agreement on behalf of the City. All requirements of the applicable Federal, State, Local, or private funding sources will apply to projects selected under this RFP. Respondents may refer to funding regulations for the federal Community Development Block Grant Entitlement Communities Program (CDBG) by visiting the City of San Diego's website at <http://www.sandiego.gov/cdbg/> or by contacting Anthony Griffin at SDHC (anthonyg@sdhc.org). All CDBG requirements will apply and are incorporated by reference in this RFP.

The basic program regulations governing management and financial systems for the CDBG program are disseminated by the Federal government in 24 CFR Part 570, Subparts J and K. They are applicable both to grantees (i.e., the City) and to public or private sector subrecipient agencies (i.e., non-profit organizations):

- c. Subpart J (24 CFR 570.500-570.513) covers the general responsibilities for grant administration, including uniform administrative requirements, provisions of subrecipient agreements, program income, use of real property, recordkeeping and reporting, and closeout procedures.
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TERMS AND CONDITIONS OF FUNDING

SDHC reserves the right to reject any or all applications, to waive certain requirements of this RFP, to disregard any inconsistencies in applications, or to cancel, in whole or in part, this RFP if it is deemed in the best interest of SDHC to do so.

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Commissioners' meeting and, if applicable, the Housing Authority meeting when a funding decision is considered.

PROGRAM PROPOSAL ATTACHMENT CHECKLIST

REQUIRED FOR ALL RESPONDENTS

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NA	Proposal is separated by numbered index dividers and labeled with the corresponding tab reference	
NA	Proposal narrative shall be 10 pages or less using 12 pt. Times New Roman font	
2	Most recent organizational budget (income and expenses) that includes all of the applicant's activities, including those that are not part of this Proposal	
	Copies of Federal and State tax status rulings	
3	Experience/Supervision Narrative (including program narrative)	
	Staffing Profile and Resumes of Key Staff	
	Budget Exhibit Forms	
	Written evidence of funding commitments	
4	Copy of the Conditional Use Permit (CUP) authorizing activities for this Proposal, if available. If not available, advise when and how the CUP will be authorized	
5	Most recent fiscal year-end audited financial statement for the organization that includes all of the applicant's activities	
	Written evidence of amount and type of credit available	
6	Letters of commitment from the property owner or other instruments of site control, if available. If not available, advise when and how site control will be demonstrated	
	Photos of property where proposed activities are to be provided	
9	List of Board Officers, Directors and their primary affiliations	
	Certificate of Insurance	
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11	Grievance Policy	
12	Program Inventory Check-List (not scored)	
13	All Other Proposal Form Attachments	

SCORED RESPONSE FORMS

<p>Project Location (Maximum Points: 25)</p>	<p>Describe how the type, scale, and location of the project fit the needs of the program participants. Provide a description of the strategy to gain neighborhood support for the proposed use or uses.</p>

<p>Operations & Supportive Services (Maximum Points: 35)</p>	<p>Describe how the project provides an appropriate and financially feasible service delivery plan. Be sure to indicate:</p> <ul style="list-style-type: none">• How clients will gain access to the project• Best practices proposed to be utilized• The types and levels of supportive services to be rendered from project entry to exit• How many individuals are expected to be served through each service• How the services meet the needs of the target population
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Project Readiness (Maximum Points: 10)	Outline the respondent's ability to begin operations within 180 days of award.
--	--

<p>Leveraging of Non-SDHC Sources of Funding (Maximum Points: 5)</p>	<p>Describe other funding sources for this project (amount and source of non-RFP money leveraged for the proposed project).</p> <p>1) Grantee/program sponsor contribution: \$ _____</p> <p>2) Local funds (please specify): \$ _____</p> <p>3) State funds (please specify): \$ _____</p> <p>4) Federal funds (please specify): \$ _____</p> <p>5) Foundation funds (please specify): \$ _____</p> <p>6) Client charges/fees (please specify): \$ _____</p> <p>7) Other (please specify): \$ _____</p> <p>8) Other (please specify): \$ _____</p> <p>9) TOTAL LEVERAGE: \$ _____</p> <p>10) TOTAL PROJECT COST: \$ _____</p>
<p>Organizational Experience & Capacity (Maximum Points: 25)</p>	<p>Demonstrate the respondent’s capacity to provide operations and services as outlined in the RFP to the target homeless population or contract/partner with a third-party to deliver the services. Specifically:</p> <ul style="list-style-type: none"> • Describe the respondent’s experience managing service projects similar to that outlined in the RFP. If partnering with one or more third-parties, please describe the partnership and their experience managing the service elements they will be providing. • Describe the number and type of projects the respondent is currently providing supportive services to. • Complete the below chart to demonstrate the respondent’s prior successful experience in meeting outcomes in programming serving homeless persons. Please use information from the most recently completed and reported program year. For outcomes that do not meet the stated goal, please provide a brief explanation for the miss and how the respondent will reach the goal if selected through this RFP.

	Goals	Success Rates
	75 percent exit to permanent housing for homeless single adults.	
	60 percent of homeless single adults maintain or increase income from any source.	
	80 percent of homeless single adults engaged in case management improve their self-sufficiency.	
	100 percent of homeless single adults have their basic needs met.	

YEAR-ROUND PERMANENT DAY CENTER FACILITY PROGRAM INVENTORY CHECKLIST

Item	Quantity	Respondent To Use
18CF Refrigerator	1	
55" Television	1	
Bar Code Scanner	1	
Dell Computers	2	
Front Load Washer	1	
Gateway 500 Computers	2	
Gateway Laptop	1	
Inspiron Sumtower	1	
Nikon Camera	1	
Partition	1	
Push to Start Speed Dryer	1	
Speed Queen Gas Dryer	2	
Stacked Washer/Dryer	1	
Unity Desktop	1	
Vostro Minitower	1	
Walkie Talkie Radios	7	
Waxie 20" Floor Machine	1	

Please indicate which items and how many you intend to use for the Program. Use of items is not required nor scored as part of the response to the RFP.

VI. BUDGET WORKSHEETS

SCHEDULE 1 - FY 2016 BUDGET EXHIBIT

AGENCY _____
 PROJECT _____

SALARIES & WAGES (Schedule 2) _____
 FRINGE BENEFITS (Schedule 3) _____

TOTAL PERSONNEL 0

TOTAL INDIRECT COSTS/ADMINISTRATIVE OVERHEAD (IC/AO) (Schedule 4) _____

SUPPLIES (Schedule 5) _____
 POSTAGE (Schedule 5) _____
 CONSULTANT SERVICES (Schedule 5) _____
 MAINTENANCE/REPAIR (Schedule 5) _____
 PUBLICATIONS/PRINTING (Schedule 5) _____
 TRANSPORTATION (Schedule 5) _____
 RENT (Schedule 5) _____
 EQUIPMENT RENTAL (Schedule 5) _____
 INSURANCE (Schedule 5) _____
 UTILITIES (Schedule 5) _____
 TELEPHONE (Schedule 5) _____
 OTHER EXPENSES (SPECIFY): _____ (Schedule 5) _____
 _____ (Schedule 5) _____
 _____ (Schedule 5) _____

TOTAL NON-PERSONNEL 0

TOTAL PROJECT BUDGET 0
 TOTAL PROJECT REQUEST _____

SCHEDULE 4 - INDIRECT COST/ADMINISTRATIVE OVERHEAD (IC/AO) CALCULATION

The purpose of this form is to list the IC/AO being claimed against the funding amount requested. The Total IC/AO must match the Budget Exhibit form. **Round off totals to whole dollars.**

AGENCY _____ 0

PROJECT _____ 0

(1)	(2)	(3)
POSITION TITLE/LINE ITEM	ANNUAL AGENCY BUDGET AMOUNT	ANNUAL PROJECT INDIRECT COST/ADMINISTRATIVE
TOTAL INDIRECT COST/ADMINISTRATIVE OVERHEAD		-

(4) FY16 Budget _____ - Percentage #DIV/0!
 (Must be equal or less than 15%)

- (1) List all personnel position titles and/or nonpersonnel (NPE) line items. NOTE: The project-related usage will need to be explained in the budget justification section.
- (2) List total annual Agency budget for each position title and/or NPE line item.
- (3) List total annual project indirect cost/administrative overhead. NOTE: This is the amount that will be the annual budget cap for RFR claims.
- (4) The Total FY16 Budget will be automatically entered from Schedule 1. NOTE: Percentage will be AUTOMATICALLY calculated.

<u>Pay Schedule (Check One)</u>	
<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Biweekly
<input type="checkbox"/>	Twice a Month

SCHEDULE 5 - BUDGET JUSTIFICATION*

AGENCY _____ 0 _____

PROJECT _____ 0 _____

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL \$ -

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL \$ -

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL \$ -

*All line items must be justified in relation to project-funded activities to be completed. Add pages as needed.

SCHEDULE 5 - BUDGET JUSTIFICATION*

AGENCY _____ 0 _____

PROJECT _____ 0 _____

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL \$ -

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL \$ -

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL \$ -

*All line items must be justified in relation to project-funded activities to be completed. Add pages as needed.

SCHEDULE 5 - BUDGET JUSTIFICATION*

AGENCY _____ 0 _____

PROJECT _____ 0 _____

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL \$ -

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL \$ -

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL \$ -

*All line items must be justified in relation to project-funded activities to be completed. Add pages as needed.

SCHEDULE 5 - BUDGET JUSTIFICATION*

AGENCY _____ 0 _____

PROJECT _____ 0 _____

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
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_____	_____

TOTAL \$ -

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL \$ -

LINE ITEM _____	AMOUNT
Detailed Explanation:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL \$ -

*All line items must be justified in relation to project-funded activities to be completed. Add pages as needed.

FY 2016 CONFIRMATION OF ALL CURRENT PROJECT FUNDING SOURCES

Please provide confirmation of your agency's list of secured funding sources for the project listed below, including fees and donations. Ensure that a revised form is submitted to the designated Project Manager for any changes to the project funding sources during the FY 2016 Agreement period.

AGENCY _____

PROJECT _____

DATE _____

	AMOUNT	TERM
CDBG FUNDS-CITY (FY 2016)	_____	_____
CDBG FUNDS-OTHER JURISDICTIONS	_____	_____
SECTION 108 LOAN GUARANTEE	_____	_____
OTHER CONSOLIDATED PLAN FUNDS:		
HOME	_____	_____
ESG	_____	_____
HOPWA	_____	_____
HUD STIMULUS FUNDS:		
CDBG-R	_____	_____
NSP	_____	_____
HPRP	_____	_____
OTHER FEDERAL STIMULUS FUNDS	_____	_____
OTHER FEDERAL FUNDS	_____	_____
STATE/LOCAL FUNDS	_____	_____
PRIVATE FUNDS	_____	_____
AGENCY MATCHING FUNDS	_____	_____
OTHER:		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL PROJECT BUDGET Page 125 \$ 0