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Sacramento Housing and Redevelopment Agency

Request for Qualifications

Housing First Solano Rapid Re-Housing Program Provider

RFP # 2016028-WW

Issued: June 27, 2016

Submittal Deadline

@ 2:00 PM – Thursday, July 21, 2016

Sacramento Housing and Redevelopment Agency
Procurement Services – 2nd Floor
801 12th Street
Sacramento, CA 95814

Pre-Proposal Meeting

9:00 A.M. – Thursday, July 7, 2016

Fairfield Community Center
Lakeside Room A
1000 Webster Street
Fairfield, CA 94533

Copies of this RFP may be requested from:
Procurement Services
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
ps@shra.org
(916) 440-1378

Housing Solano First Rapid Re-Housing Program Provider

RFP # 2016028-WW

Table of Contents

Introduction	Page 1
General Information	Page 2
Eligibility Requirements	Page 5
Program Design and Delivery	Page 11
Outcomes and Data Collection	Page 12
Legal Records and Insurance Requirements	Page 13
Section 3 Requirements	Page 14
Contract	Page 15
Submission Procedures, Requirements and Selection Process	Page 15
Attachment A – SHRA Insurance Requirements	Page 23
Attachment B – Sample Contract	Page 26
Attachment C – Sacramento ESG Rapid Re-Housing Budget Worksheet	Page 45

Sacramento Housing and Redevelopment Agency

Request for Proposals

Housing First Solano Rapid Re-Housing Program Provider

RFP #2016028-WW

Issued: June 27, 2016

INTRODUCTION

The Sacramento Housing and Redevelopment Agency (SHRA), on behalf of Housing First Solano, is soliciting proposals from experienced, qualified organizations to become the Rapid Re-Housing Program Provider for Solano County and its incorporated cities.

SHRA is a joint powers entity that is comprised of and acts on behalf of the following public agencies: the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, and for certain delegated federally funded programs on behalf of the City of Sacramento and the County of Sacramento.

The Continuum of Care (CoC) lead agency for Vallejo/Solano County is Housing First Solano (HFS CoC). The HFS CoC is a regional planning body of representative stakeholders in Solano County that coordinates the community's policies, strategies and activities toward preventing and ending homelessness. Its work includes gathering and analyzing information in order to determine the local needs of people experiencing homelessness, implementing strategic responses, educating the community on homeless issues, providing advice and input on the operations of homeless services, and measuring CoC performance.

In January 2016, the State of California's Housing and Community Development Department (HCD) issued a Continuum of Care Allocation Solicitation of Interest for Administrative Entity (AE) for the Emergency Solutions Grant (ESG) and more specifically for Rapid Re-Housing. HCD administers the ESG program with funding received from the US Department of Housing and Urban Development (HUD).

HCD has designated SHRA to be Solano County's Administrative Entity (AE). As the AE, SHRA will coordinate the following administrative activities:

- Administer the State ESG Rapid Re-Housing (RRH) Program per the terms of the State agreement (note: the State may limit eligible activity types in its Annual Action Plan) within

the Vallejo/Solano CoC Service Areas;

- SHRA, in collaboration with HFS CoC, will determine performance measures for the selected provider(s);
- Following its adopted Procurement Policy, SHRA will solicit, award and contract with a provider(s) to administer the State ESG RRH program in the Vallejo/Solano CoC Service Areas;
- The written executed provider agreement will ensure that State ESG RRH activities comply with federal and state requirements, including:
 - High quality services that adhere to the State’s core practices,
 - Comprehensive and coordinated access throughout the Vallejo/Solano’s Service Area which includes Solano County and its incorporated cities;
 - Prioritize access to RRH services for people with the most severe needs;
 - Increase access to RRH services and consistency with housing first practices; and
 - Use of progressive engagement approach to services and financial assistance.
- Utilize Coordinated Entry, facilitate outreach and specifically ensure that services are available to eligible persons in the non-entitlement areas of the Service Area;
- SHRA will enter into written agreements with HFS CoC to specify mutual roles and responsibilities;
- SHRA will administer contract(s) with selected provider(s), including processing financial payments and monitoring activities consistent with ESG requirements;
- SHRA will provide fiscal management of funds including meeting expenditure deadlines and ensuring provision of matching funds which may be provided by the selected provider(s); and
- SHRA will provide regular reporting as specified by HCD. HCD will maintain responsibility for annual programmatic and fiscal reporting to HUD, including its Consolidated Annual Performance Report (CAPER) and Integrated Disbursement Information System (IDIS).

I. General Information

A. Overview/Background on Rapid Re-Housing

The U.S. Department of Housing and Urban Development is encouraging communities to implement Rapid Re-Housing (RRH) programs as an essential element of their systems for ending homelessness. HUD defines rapid re-housing as “assistance [that] aims to help individuals or families who are homeless move as quickly as possible into permanent housing and achieve stability in that housing through a combination of rental assistance and supportive services.”¹

¹Rapid Rehousing: ESG vs CoC. U.S. Dept. of Housing and Urban Development (HUD). 2013. Page 3.
https://www.onecpd.info/resources/documents/Rapid_Re-Housing_ESG_vs_CoC.pdf

A growing body of research and practice demonstrates that rapid re-housing is a highly valuable tool for ending homelessness. It is much more cost effective and produces better results than traditional transitional housing. Rapid re-housing can be appropriate for all types of households, including single individuals and families and people with significant housing barriers (e.g. disabled, chronically homeless) as well as those with lower barriers.

To provide support for communities that wish to implement rapid re-housing programs, HUD has recently made changes to both the Emergency Solutions Grant (ESG) program and the Continuum of Care (CoC) program to allow both these sources of funds to be used for rapid re-housing activities.

B. Program Goals and Objectives

SHRA is making available no less than \$441,508 in State ESG funding to create a new Rapid Re-Housing program serving Solano County and its incorporated cities. The funds are limited to only assisting households whose last place of residence was within Solano County boundaries.

SHRA views this funding not only as an opportunity to directly assist families and individuals facing homelessness, but also as part of a larger shift to creating a “housing crisis resolution” system in which people who are homeless receive targeted assistance designed to secure permanent housing as quickly as possible. The goal of the **Housing First Solano Rapid Re-Housing Program** (HFS RRH), as administered by SHRA, is to end homelessness for approximately 70 individuals and families over a one-year period; term of contract could be longer depending upon 1) grant agreement/instructions from HCD and 2) contract negotiation.

To accomplish this, the HSF RRH program will employ the following approaches:

1. Accept referrals through a coordinated process established at a specific set of entry points. Example: homeless shelters. A brief intake screening will be conducted at these sites for all people who are unsheltered or occupying a shelter bed. Only those who meet specific eligibility criteria will be referred to the RRH provider for further assessment of eligibility for RRH. Both intake and assessment criteria are still under development, but will include a requirement that the household is literally homeless (i.e. living in the street or shelter). (See Section II. Eligibility Requirements below).
2. Deliver comprehensive and coordinated rapid re-housing services throughout the County. A single provider is being solicited to manage the program, though certain activities (such as legal assistance) could be subcontracted to specialized organizations.
3. Structure financial assistance to provide only the assistance needed and for only as long as necessary to stabilize participants in housing. Provide services to achieve

housing stability focusing on securing employment and income benefits provided primarily through linkages with mainstream resources.

C. Available Funding and Match Requirements

- The ESG grant program makes available no less than \$441,508. SHRA will determine the contract term once the Provider has been selected. The contract will be between SHRA and the Provider.
- Provider match requirements:
 - ESG requires a 100% match.
 - The value of donated property (e.g., lease payments) buildings, equipment, goods, or services contributed by the funded program to carry out ESG activities, if these cost could have otherwise been paid for with ESG funds, can count as match. These contributions must be made to the program within the terms of the executed contract.

In-kind services must be valued at rates consistent with those ordinarily paid for similar work within the funded organization. Donated materials and leases must be valued at fair market value. NOTE: Contributions of items that normally would be regarded as indirect costs, if they had been paid for with ESG funds, cannot count toward the ESG match requirement.

- Funds must be provided after the start date of the grant award and may not be used to match another grant during the same period.
- Funds must be from a non-ESG source.
- Funds must be used to fund eligible ESG activities.
- CalWORKs Housing Support Program (HSP) funds can be used as ESG match. NOTE: If CalWORKs HSP funds are used as ESG match, ESG funds cannot be used to satisfy any match requirements of the CalWORKs HSP. Note also, HUD has determined that HOME Tenant-Based Rental Assistance funds generally cannot be used as ESG match because of differences between the rental assistance requirements of ESG and HOME.

D. Financial Management

- State ESG funds must be segregated and tracked separately from other funds. The Offeror must be capable of reporting on ESG funds and total funds expended.
- The Offeror must have internal controls for prevention of waste and fraud.

E. Indirect Costs

- Indirect costs do not need to be directly related to carrying out the ESG eligible activity. Types of indirect costs nonprofits can pay for within their indirect cost allocation include: operating and maintenance costs; equipment; interest; and, general administration.

Applicants may request up to 10 percent of their ESG award for indirect costs in accordance with OMB regulations; or a higher percentage if SHRA receives documentation that a higher rate has been approved by the applicable federal agency. Documentation supporting the expenses claimed under the indirect cost allocation must be kept on file for a minimum of five years after the end of the ESG grant. If using an approved cost allocation plan, it must be submitted as part of the response.

II. Eligibility Requirements

A. Eligible Offerors

1. Minimum Qualifications.

- a. **Organization** – The Offeror must be a 501(c)(3) private non-profit organization, organized to do business in California and in good standing with the Secretary of State of California. Applicants must have an IRS tax-exempt determination (not pending). Offerors must have existing operations in either Sacramento or Solano County.
- b. **Demonstrated Capacity** - The Offeror must demonstrate capacity and experience in serving the target populations and in delivering services similar in type and scale to those they will be providing under this RFP. Rating criteria will also value capacity and experience. The Offeror must have three years of audited financial statements and must demonstrate sufficient capacity to perform all required financial management and administrative functions. Offeror must demonstrate a stable leadership and staffing structure.
- c. **Financial Resources** – The Offeror must demonstrate strong financial capacity, including a track record of fundraising about what is needed to sustain basic operations. Applicant must identify the source of 100% of the ESG matching funds at time of application, and must document that at least 50% is committed and available at the time of application (Attachment C).

- d. Licensure - Providers of legal services must be licensed to practice law in the state of California and will be staffed to ensure quality legal assistance.
 - e. No Findings - The Offeror may not have serious unresolved HUD, HCD, HFS CoC or SHRA monitoring findings or an outstanding audit finding of material nature.
2. Assurances - The Offeror will be required to provide assurances at the time of application of the following:
- a. The Offeror is prepared to sign contracts with SHRA in the required timeframe.
 - b. The Offeror agrees to comply with all intake and reporting requirements as requested by the HUD and SHRA. The Offeror is also required to participate in the HFS Homeless Management Information (HMIS) system. Failure to do so may result in payback of ESG funds. Offerors that are not currently participating in HMIS must obtain a license and become a participant, including completing all necessary training, prior to contract execution. Offerors that are exempt from the HMIS participation requirement (i.e. domestic violence agencies) must meet separate reporting requirements that make their data available to SHRA for all Federal and State reporting and evaluations. Offeror further agrees to comply with HCD and HUD mandated reporting requirements.
 - c. The Offeror agrees to participate in a countywide coordinating/learning community. The group will meet on a regular basis to share information and provide feedback about how the program is working and on the common program elements, such as the referral process, assessment tool, eligibility criteria, financial parameters and communication. This group will also evaluate the program and propose new or revised policies to improve the way in which RRH is delivered.
 - d. The Offeror will comply if asked to participate in HUD or HCD sponsored research and evaluation of ESG. The evaluation process will likely include tracking participant outcomes, documentation of units of service, and costs of services delivered.
 - e. The Offeror must be willing to only take referrals from the identified intake points. When the HFS CoC-wide Coordinated Intake system is launched (anticipated to be in 2017), the Offeror must be willing to only take referrals from this system. The Offeror will have the opportunity to participate in the development of the Coordinated Intake system.

B. Eligible Participants

ESG funded services should be *offered* in every part of the HFS CoC Service Area (Solano County) through the CoC's Coordinated Entry System. People should have comprehensive and coordinated access to services through the Coordinated Entry System from multiple entry points throughout the Service Area.

Consistent with HCD’s Core Practices in State Regulation section 8409, prioritized access to assistance must be provided to those with the most urgent and severe needs, including the unsheltered and those not living in places meant for human habitation; people who have experienced the longest time homeless; and those with multiple and severe service needs that inhibit their ability to quickly identify and secure housing on their own. See Section 8409 for more information.

Initial Program Eligibility

As noted above (Section IB), initial intake and eligibility screening will be conducted at a coordinated set of entry points (e.g., shelters). Households that meet the initial intake criteria will be referred to the RRH provider for an assessment to determine RRH eligibility. Currently identified criteria will include the following:

- Participants must be literally homeless at program entry, meaning living in emergency shelter or a place not meant for human habitation.
- Persons occupying transitional housing are eligible for assistance only with SHRA’s written authorization. It is preferred that clients enter through shelters or other HFS CoC Coordinated Entry sites.
- The RRH program will serve both families and single individuals. The proportion of RRH funding available for families and individuals will be determined prior to implementation, based primarily on the current homeless population and unmet needs.
- Participants must be residents of Solano County.
- Participant income may not exceed 30% Area Median Income (AMI), adjusted for family size at 3-month recertification.
- Other criteria to be determined.

Re-Evaluation

Participants must be re-evaluated every 3 months to ensure they meet the income eligibility criteria and continue to need the RRH assistance. Re-evaluation will be conducted using an assessment tool developed by SHRA.

C. Eligible Activities

1. Allowable Types of Assistance

Funds available through this RFP will be used for eligible activities related to the rapid re-housing of people who are homeless. The allowable activities are described in brief below. See Section 2, below, for detailed definitions.

- Rental Assistance – Short-term (up to 3 months) and medium-term (up to 9 months) rental assistance. Participants may receive an initial 3 months of assistance with an additional 3 months if they receive a waiver from the Provider supervisor/manager and under extraordinary circumstances over 9 months of assistance with written approval from SHRA.
- Housing Stabilization and Relocation Services: Financial Assistance - This includes direct assistance with securing housing, including payment of security deposits, housing application fees, and last month's rent. A small amount of funds may be used for utility deposits/payment and moving costs.
- Housing Stabilization and Relocation: Support Services - ESG regulations limit the provision of services only to the following activities: housing search and placement, housing stability case management, mediation, legal service, and credit repair. Note that comprehensive or intensive case management is not allowable. See below for definition of housing stability case management. Applicants are encouraged to leverage existing community resources for legal assistance and credit repair, rather than using ESG funds for these activities.

2. Description of Services to Be Provided

Rental Assistance and Housing and Relocation Services provided under this program must comply with the applicable sections of the ESG Interim Rule, 24 CFR 576.104, 105 and 106 and are hereby incorporated by reference.

These requirements are summarized below.

a. Housing Stabilization and Relocation: Financial Assistance

- (1) Rental application fees: Rental housing application fee that is charged by the owner to all applicants.
- (2) Security deposits: Equal to no more than 2 months' rent.
- (3) Last month's rent: If necessary to obtain housing for a program participant, the last month's rent may be paid to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.

- (4) Utility deposits: Standard utility deposit required by the utility company for all customers for the utilities listed below under utility payments.
- (5) Utility payments: Up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
- (6) Moving costs: Including a truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible. SHRA must approve moving costs.
- (7) Payment of Rental Arrears: One-time payment up to 6 months, including any late fees on those arrears.

b. Housing Stabilization and Relocation: Services

- (1) Housing search and placement - Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing. This includes: (i) assessment of housing barriers, needs, and preferences; (ii) development of an action plan for locating housing; (iii) housing search; (iv) outreach to and negotiation with owners; (v) assistance with submitting rental applications and understanding leases; (vi) assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness; (vii) assistance with obtaining utilities and making moving arrangements; and (viii) tenant counseling.
- (2) Housing stability case management - This includes assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24

months during the period the program participant is living in permanent housing. Component services and activities consist of:

- Using the centralized or coordinated assessment system to evaluate applicants;
- Conducting initial evaluations, including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
- Counseling;
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers;
- Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- Conducting required re-evaluations.

(3) Mediation - Mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

(4) Legal services - Relating to landlord/tenant matters and as necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides. Applicants are encouraged to partner with local legal services organizations to obtain these services.

(5) Credit repair - Credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt. Applicants are encouraged to partner with local financial education and credit repair programs to obtain these services.

III. Program Design and Delivery

The selected Provider will be required to utilize and follow SHRA's RRH Desk Guide and are generally described below.

A. Guiding Principles

This RFP reflects guiding principles for an effective rapid re-housing system summarized below.

1. Eligible activities are focused on housing – either financial assistance to help pay for housing or services to find housing and stay in housing.
2. The intent of RRH is to rapidly transition program participants to housing stability.
3. The RRH provider(s) will use the minimum level of assistance for shortest time possible to re-house and stabilize participants.
4. Services are individualized, not a single service set for all participants, but all services are designed toward the end goal of stable housing.
5. In general, the providers(s) will be skilled at empowering people to be stably housed as quickly as possible within the shortest timeframe necessary.

B. Housing Unit Requirements

The program provider is responsible for ensuring that the housing units assistance by the RRH program meet all applicable ESG requirements:

1. **Habitability Standards**
The provider shall inspect each unit upon move-in and annually (if relevant) to ensure it meets the habitability standards set forth at 24 CFR 576.403.
2. **Payment Standards**
Unit rent may not exceed the Fair Market Rent established by HUD and must comply with HUD's standard of rent reasonableness, as well as SHRA's policies on the amount and length of assistance allowed (see Section C below)
3. **Lease Requirements**
Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit. The lease must be between the owner and the program participant. Leases may be for any term, including month-to-month.
4. **Lead-Based Paint**
Units assisted through the RRH program must comply with the Lead-Based PaintPoisoning Prevention Act (42 U.S.C.4821–4846), the Residential Lead-BasedPaint

Hazard Reduction Act of 1992 (42U.S.C. 4851–4856), and their implementing regulations.

ESG RRH financial assistance cannot be provided to program participants if they are receiving financial assistance of the same type provided through other public sources.

See 24 CFR sections 576.104 through 576.106 for additional RRH requirements.

C. Policies on Amount and Length of Assistance

The selected provider must utilize SHRA ESG RRH Desk Guide which contains policies and procedures on the amount and length of assistance a participant may receive. This will include a maximum amount or percentage of rental assistance that a program participant may receive, a maximum number of months that a program participant may receive rental assistance, or a maximum number of times that a program participant may receive rental assistance. SHRA's policies and procedures will include the share in the cost of rent (if any) to be borne by the participants.

In implementing these policies, the provider must follow the guiding principles articulated in this RFP of providing the minimal amount of assistance for the shortest amount of time possible. Providers shall use progressive engagement to determine whether participants are eligible for further assistance once the initial period of assistance is over.

D. Documentation Requirements

SHRA's ESG RRH Desk Guide details specific documentation requirements for client files, both electronic and paper. The program provider shall maintain record-keeping systems sufficient to comply with all applicable ESG requirements, including:

- Documentation of homelessness;
- Documentation of income;
- Program participation records;
- Rental assistance agreements and payments;
- Compliance with housing standards;
- Services provided; and/or
- A determination that homelessness is imminent as a result of government action such as sequestration or a program closure due to the dissolution of a housing provider.

IV. Outcomes and Data Collection

A. Outcome Targets

The provider shall meet the following outcome targets:

- Assist approximately 70 households
- 100% of referrals to the RRH program will utilize the program assessment tool developed by SHRA
- 80% of referred applicants are assessed within 10 days of referral (if in shelter)
- 60% of applicants housed within 3 weeks of acceptance into the RRH program

B. Client Data to Be Collected and Reported/HMIS Requirements

All RRH clients must be entered in the HMIS system operated by HFS CoC in accordance with established policies and procedures. This will include all required data elements to be collected at program entry, program exit, and annually (if applicable).

All clients shall be reported to HCD per State and Federal requirements.

V. Legal Records and Insurance Requirements:

Legal Records

Records must be maintained with respect to the applicants, contract agreements and owners/tenants as necessary to satisfy governmental requirements regarding reporting, confidentiality and preservation of documents.

In order to preserve and enforce SHRA's rights, all actions reasonably necessary to enforce contract agreements shall be referred to SHRA's General Counsel for legal action when necessary.

Insurance Requirements

During the term of the contract, the selected organization shall maintain the following insurance coverage from insurance providers licensed to do business in California and having a Best's rating of at least A-VII, or a rating of such other service as SHRA, in its sole discretion, shall require. The same insurance requirements apply to any and all subcontractors the selected organization may employ.

1. Commercial General Liability – A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less.
2. Automobile Liability – If motor vehicles are used in performing services in connection with this contract, a policy of automobile liability insurance written for not less than the liability coverage stated. For owned, nonowned and hired autos, written for not less than \$1,000,000 or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less.
3. Workers Compensation – A state approved Workers Compensation and Employers Liability Insurance policy providing benefits as required by law with employer's liability limits no less than

\$1,000,000 per accident or disease, which covers all employees of the contractor and each and every subcontractor.

The General Liability and Automobile Liability insurance policies shall name the “Sacramento Housing and Redevelopment Agency and its constituent entities” and Housing First Solano as additional insureds. The selected organization shall provide the appropriate Endorsement Pages for the General and Automobile Liability policies in addition to the insurance certificate. All insurance certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies can only be cancelled after thirty (30) days prior written notice has been given to SHRA of the pending cancellation and within ten (10) days for non-payment. A current certificate of insurance shall be maintained at the Procurement Services office, 801 12th Street, Sacramento, CA. 95814, during the term of the contract.

With NO EXCEPTIONS, all of the insurance requirements listed above must be met prior to the selected firm being awarded a contract for the services requested in this RFP. The selected organization may request a waiver from SHRA’s Legal Department for some of the insurance requirements; however, should the request be denied no contract will be awarded. Do not submit proof of insurance with your proposal. Complete SHRA Insurance Requirements are provided as Attachment A for your review.

VI. Section 3 Requirements

SHRA highly encourages participation by local qualified firms and organizations in all aspects of contracting. SHRA actively encourages participation of Small Business Enterprises (SBE), Minority and Women Owned Business Enterprises (M/WBE), and Section 3 businesses in all aspects of contracting. During the term of this contract, should the selected organization (Contractor) have the need to hire new employees or contract with a material supplier the Contractor, to the greatest extent feasible, has the responsibility of demonstrating its efforts to solicit Section 3 businesses or hire Section 3 residents to fill those needs. All contracts resulting from this solicitation are subject to Section 3 requirements.

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons.

Definitions:

- (1) Section 3 Resident
 - a. Public housing residents; or

- b. Persons who live in the Local Area (within the boundaries of Solano County and its incorporated cities) where a HUD assisted project is located and who is considered to be a low to very-low income person (have a household income that falls below HUD's income limits). HUD income limits are provided on the New Hire Questionnaire.
- (2) Section 3 Business
 - a. 51% or more owned by Section 3 residents; or
 - b. Employs Section 3 residents for at least 30% of its full-time, permanent staff; or
 - c. Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract to businesses that meet the qualifications set forth in items (1) or (2) above

VII. Contract:

It is the intent of SHRA to award a contract to one (1) organization for a period of one (1) year with the option to add four (4) additional one year periods. The additional periods are at the sole discretion of SHRA based on the organization's performance, funding availability, and SHRA needs. Prospective organizations are advised to review the contract agreement and attachments before submitting their proposals. A sample of the contract is provided as Attachment B of this document.

VIII. Submission Procedures, Requirements and Selection Process

Contact

Questions related to the program scope of services should be addressed to:

Geoffrey Ross – Assistant Director, Development
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
gross@shra.org

Questions concerning the submittal process and requirements are to be directed to:

Wayne Whitley - Procurement Services Supervisor
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
wwhitley@shra.org

Inquiries regarding any aspect of this RFP must be submitted in writing (letter or e-mail). Written replies to all inquiries will be furnished to all organizations that have requested the RFP document from Procurement Services. Procurement Services will maintain a list of all organizations that have requested and received the RFP document. SHRA will not be responsible for oral or other explanations / interpretations of the RFP document or procedures. If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be issued to all organizations that have received the RFP document.

Do not contact other SHRA employees or Selection Committee members regarding this solicitation.

Pre-Proposal Meeting

A Pre-Proposal meeting will be held on **Thursday, July 7, 2016 at 9:00 A.M. at the Fairfield Community Center – Lakeside Room A, 1000 Webster Street, Fairfield, CA 94533.** The Pre-Proposal meeting is not mandatory; however organizations interested in submitting proposals are encouraged to attend.

Time and Place for Submission of Proposals

Organizations interested in providing services for this program shall closely examine the specific submittal requirements and **submit four (4) bound copies** of their proposal to:

Sacramento Housing and Redevelopment Agency
RFP # 2016028-WW – Rapid Re-Housing Program Provider
Attention: Wayne Whitley – Procurement Services
801 12th Street
Sacramento, CA 95815

All proposals must be received no later than 2:00 P.M. on Thursday, July 21, 2016. If the proposal is late, incomplete or lacking in the number of copies required, that organization will be eliminated from consideration. Postmarks, e-mails and faxed proposals will not be accepted. After selection and execution of the contract all information and materials provided in each proposal received is subject to disclosure through a Public Records Request pursuant to the California Public Records Act.

Proposal Format

Proposals are to be bound, standard sized (8.5" x 11") pages. Be sure to fully address each item listed below as part of your RFP submittal. To facilitate review by the Selection Committee, please submit information in accordance with the following format, identifying each item, in order, by the appropriate number and letter. Number each page.

1. Provide a cover letter introducing your organization, executed by an authorized signatory of the organization.
2. Provide:
 - Organization contact information (Name, Address, Phone Number and Email)
 - Information should be for the organization applying for ESG funds. This is the organization that will be signing the contract and held responsible for the compliance and reporting requirements. If a parent organization will be signing the contract, list the parent organization's information as well.
 - DUNS Number. A DUNS number is a unique nine-digit numbering system that is used to identify a business or nonprofit.
 - Organization Type. Please indicate if the organization is Faith-Based, Unit of Local Government or Non-Profit.
 - Organizational chart.
 - Brief Resumes/Job Descriptions of Key Staff.
 - Cost Allocation Plan (as applicable).
3. Proposed Program Description – Maximum length 15 pages
 - a. Briefly summarize your project.
 - b. Explain why you are interested in undertaking this project. How does it fit into your agency mission, vision, and strategic plan?
 - c. Describe the procedure you will use to assess participants for eligibility and at each three month evaluation. The standardized assessment tool developed by SHRA is to be utilized for income eligibility and unit size.
 - d. Describe how participants will be assisted to move rapidly from homelessness to stable housing, including how ESG funds and any matching funds will be used. Be sure to describe how participants will receive needed housing location/stabilization assistance AND rental assistance, even if you are proposing to use ESG funds only for one of these purposes (e.g. if you are proposing to use ESG funds only for housing location services, you must explain how you will ensure that participants receive the rental assistance and other direct financial assistance needed to actually secure and sustain housing).
 - e. Describe services to be provided to participants, including your understanding of housing stability case management. Explain how you will incorporate progressive engagement into your program.
 - f. Describe your strategies for assisting participants to locate and secure suitable rental units. Explain how you will ensure units meet all applicable requirements (e.g. habitability, maximum contract rent, written lease agreement, etc.).

- g. Describe how you will manage the roll-out of the RRH program to ensure that the funds are expended by June 30, 2017 (year 1). Explain how you will manage the “ramp down” of the project in years 2 and later, given that the ESG funds available will be significantly less in these years than in year 1. Please also note that year 1 end date may be modified depending upon receipt of state funding. This date will be part of the negotiation process with the selected provider.
- h. Describe your overall philosophy or approach to providing services. Explain how you incorporate client empowerment and choice into your work.
- i. Describe how your project will coordinate with existing housing, projects, programs, and services in the community. How are you avoiding duplication? How are you developing collaboration among partners?
- j. Describe how you will meet the target outcomes (individual and families served) in the RFP.
- k. Describe your plans for ensuring that all mandatory record-keeping requirements are met, including requirement to enter data into HMIS.
- l. Describe how ESG-assisted households will be accounted for in HMIS.
- m. Describe how your organization will meet HUD and HCD-mandated reporting requirements.

4. Capacity Narrative – Maximum length 5 pages

- a. Organizational Experience. Describe relevant experience, including:
 - Managing rental assistance programs and/or providing housing location / stabilization services to homeless households.
 - Working with homeless people, particularly people living in emergency shelters.
 - Managing collaborative programs (if applicable).
 - Conducting HMIS data entry.
- b. Financial Capacity.
 - Describe your experience with managing federal grant funds and complying with federal administrative requirements, including program and financial audits.
 - Describe the procedures your agency will use to segregate and track ESG funds from other agency funds.
 - How will you ensure that State ESG clients are separated from other RRH clients for reporting purposes (financial and client demographics)?
 - Describe your agency policies for preventing the waste of funds and resources.
 - How will your agency sustain the program if ESG funds are not available in future years?

5. Project Budget in Required Format

- Offeror must submit their proposed program budget in the template budget spreadsheet included as Attachment C of this RFP (Housing First Solano Rapid Re-Housing Budget Worksheet – 3 pages). The electronic (Excel) copy of the template can be obtained by e-mailing Wayne Whitley at wwhitley@shra.org or calling (916) 440-1327. The budget must be submitted using the template. Complete Attachment C electronically using the Excel template, print out and bind into each of the four (4) copies of the proposal you are submitting.
- The project budget includes the ESG Match Matrix. Note that matching funds must:
 - At minimum, be equal to the amount of ESG funds allocated. ***These funds must be provided after the start date of the grant award and may not be used to match another grant during the same period.***
 - Be from a non-ESG source.
 - Be used to fund eligible ESG activities.

6. Documentation of Match

Attach documentation of the availability of matching funds for the proposed project as described below.

- If funds received from units of local government, churches, foundations, United Way, state government agencies, etc. will be used to match ESG funds, attach copies of funding award and/or commitment letters from these sources on their official letterhead and signed by their authorized official.
- If the value of donated volunteer hours, donations from businesses or individuals, client rent/boarding fees or client program service fees will be used to match ESG funds, the applicant organization must provide a letter on its official letterhead signed by its board chairperson describing the records which will be maintained on these match sources, the total amount of the match expected to be received and, in the case of volunteer hours, the number of hours expected to be donated. For the purpose of matching ESG Program funds, volunteer hours are valued at the amount a paid staff member doing the same work earns per hour.
- If the value of a donated building or any lease will be used to match ESG funds, provide documentation of the fair market value of the building or lease.
- If staff salaries are used to match ESG funds, the source of the funds for these salaries should be identified by the applicant organization in a letter on its official letterhead and signed by its board chairperson.

7. In a separate sealed envelope, please provide one (1) copy of the following information:

- If nonprofit, IRS 501(c)3 status letter
- List of current Board Members
- Three (3) years of audited financial statements

Note: *Financial statements will be kept confidential and reviewed by staff only, and will not be shared with any third party. Financial statements are to be provided for review only and will be returned at the completion of the selection process.*

Items provided as #7 will be reviewed by SHRA staff to determine Offerors eligibility for further consideration in the Selection Process. Organizations not meeting the eligibility requirements will be eliminated from further consideration for award of contract.

Selection Process

1. Based upon information provided during this process, a Selection Committee will select the most qualified organization for this project.
2. A Selection Committee will be established according to SHRA policy. Members of the Selection Committee will be provided copies of each proposal received. Each member will evaluate each submittal individually.
3. In order of priority, the written proposals will be evaluated based upon the following:
 - Quality of proposed program
 - Offeror's capacity to provide and experience providing similar programs in the Solano region
 - Proposed budget – financial feasibility
 - Amount of matching resources
4. Review of the proposals will follow the submittal deadline. The Selection Committee is anticipated to rank the organizations directly from the written materials. However, SHRA reserves the right to request clarifications or additional information from any or all organizations. Additionally, if deemed necessary and at the sole discretion of the Selection Committee, oral interviews will be scheduled at a later date and final selection made after interviews.

5. SHRA intends to award a contract to the Offeror which SHRA determines to be the most responsive to the requirements of the RFP and who can accomplish the requirements set forth in this RFP in a manner which is overall most advantageous to SHRA. In this context, considering technical expertise, experience, fees and other factors, SHRA specifically reserves the right to award to an Offeror other than the one with the lowest fee proposal.
6. Should any Offeror wish to protest the final selection, they shall have ten (10) calendar days after the date of the selection letter to submit to SHRA a written protest. The written protest shall be full and complete; specifying in detail the grounds of the protest and the facts supporting the protest or it will not be considered. Any Offeror who has a legitimate protest must provide evidence that the awarded Offeror is not qualified. Protest letters are to be sent to:

Sacramento Housing and Redevelopment Agency
Attn: Procurement Services Supervisor
801 12th Street, 2nd Floor
Sacramento, CA 95814

All protests shall be resolved in accordance with SHRA's protest policy and procedures, copies of which are maintained at SHRA and available upon request.

Award of Contract

After the Selection Committee has determined the final rankings, SHRA will begin to negotiate a contract with the top ranked organization. If SHRA is unable to negotiate a satisfactory agreement, it will undertake negotiations with the next ranked organization and so on until a satisfactory agreement can be reached. Prospective organizations are advised to review the sample contract agreement and all attachments provided with this RFP, before submitting their proposals.

SHRA Rights, Options, and Policies

1. SHRA reserves the right to decide that one or more Offerors is more responsive than the others and to select after review of the written submittals only.
2. SHRA reserves the right to reject any and all submissions, to waive any error or immaterial inconsistencies in the submissions, request additional information, or issue additional requirements throughout the selection process. It is the responsibility of the Offeror to verify that all necessary information is submitted by the due date. SHRA shall be the sole judge of the immaterial inconsistencies, and its decision shall be final. If any submission is late or incomplete in any way, that team will be eliminated from consideration.

3. SHRA reserves the right to modify any portion, postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason. No submission documents will be returned.
4. SHRA reserves the right to reject individual team members, firms, and request substitution without indicating any reason prior to contract award.
5. SHRA highly encourages participation by local qualified firms and contractors in all aspects of consultant contracting unless the project requires unusual or highly specialized services.
6. SHRA actively encourages participation of small, minority and women owned business enterprises in all aspects of contracting.
7. No compensation is offered for any work related to this selection process. Submissions are entirely voluntary. All original documents including electronic files become the property of SHRA. After selection and execution of the contract all information and materials provided in each submittal received is subject to disclosure through a Public Records Request pursuant to the California Public Records Act.
8. Materials contained in each proposal will be considered proprietary until selection. Following selection, however, the contract scope of work may be amended by SHRA and negotiated based upon ideas provided by any source.
9. In accordance with federal and state laws, SHRA does not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, veteran's status or disability in the provision of services.
10. Procured consultants / contractors will not be considered SHRA personnel and SHRA assumes proposal of certain personnel to be a statement of their availability to do the work.
11. SHRA reserves the right to select more than one respondent, to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of SHRA's choosing.



INSURANCE REQUIREMENTS

Basic Requirements

Any questions or concerns regarding insurance coverage should be discussed with Procurement Services, General Counsel, or Risk Management. Work should not proceed until insurance issues/ concerns are resolved.

During the term of the contract, the vendor must maintain the following insurance coverage from insurance providers licensed to do business in California and having a Best's rating of at least A-VII, or a rating of such other rating service as the Agency, in its sole discretion, shall require.

1. Commercial General Liability – A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than the single limit liability coverage stated.
 - a. Contractor shall provide Commercial General Liability Insurance using ISO “Commercial General Liability” policy form CG 00 01, with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less.
 - b. Infrastructure projects and projects over one million dollars need to be reviewed by General Counsel to determine insurance limits.
2. Automobile Liability – If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than the liability coverage stated.
 - a. If motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less.
 - b. For construction and maintenance service contracts, contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
 - c. For contracts where a motorized vehicle is required for the performance of contracted services (appraisers, real estate brokers, etc.), contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
3. Workers Compensation – A workers compensation policy which covers all employees of vendor and each and every subcontractor and which is written in accordance with California law.
 - a. Contractor shall provide Workers Compensation and Employers Liability Insurance on a state approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
 - b. California law requires a company to have Worker's Compensation insurance if they have one (1) or more employees. It is required whether the employee is full-time, part-time, or temporary. All employees of a company as legally defined including corporate officers and directors must be included in the Worker's Compensation policy unless they are owners of the firm. An owner of a firm is defined as having a 25% interest in the firm.

- c. A family member is an employee unless he/she is an owner in the firm. An owner of a firm is defined as having a 25% interest in the firm.
 - d. Roofers are required to have Worker's Compensation for the owner. It does not matter whether or not the company has employees; the company must have Worker's Compensation, because the owner must be covered.
4. Product Liability or Excess Liability – Construction contracts for work over \$5,000 require Product Liability or Excess Liability insurance for the coverage stated.
- a. For construction contracts over \$5,000.
 - b. Contractor shall provide “all risk” coverage for the completed value of the project. Policies shall contain the following provisions: (1) Agency shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against Agency.
 - c. Not required for modernization work which does not involve structural alterations or additions and where the Agency's existing fire and extended coverage policy can be endorsed to include such work.
 - d. The Contractor shall obtain and maintain, during the term of the Contract, property insurance upon the Project at an amount equal to the full insurable value of the Project at all times. The insurance shall include the interest of the Agency and the contractor as named insured, and all subcontractors and sub-contractors as their interest may appear, in the Project and shall insure against the perils of fire and extended coverage and shall include “all risk” insurance for physical loss and damage including without duplication of coverage, theft, vandalism, and malicious mischief.
5. Professional Liability (Errors or Omissions) – only required for Design Professionals. The architect / engineer shall maintain errors and omissions insurance at all times the Contract is in effect and for a period of five years (or for as long as available at commercially reasonable rates) after final completion of the Project.
- a. Coverage of not less than \$1,000,000 per occurrence and a deductible of not more than \$25,000.
6. Failure to maintain the required insurance coverage is a material breach of the Contract. Agency shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Vendor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to the vendor under the Contract and to reduce the compensation payable to the vendor under the Contract by such amount.
- Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty-eight (48) hours of such cancellation or non-renewal.
7. Before beginning any work under the Contract, vendor must provide Agency with certificates of insurance with attached endorsements. Certificates of Insurance alone will not be accepted by the Agency. Vendor may be requested to provide complete copies of the insurance policies demonstrating the required coverage. Vendor must assure that such certificates are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of the Contract.

Certificate Holder

The named Certificate Holder on all certificates of insurance shall be:

Sacramento Housing and Redevelopment Agency and its constituent entities
801 12th Street
Sacramento, CA 95814

Agency as Additional Insured

The General Liability and Automobile Liability insurance policies shall name the Sacramento Housing and Redevelopment Agency and its constituent entities as additional insureds.

30-Day Cancellation

1. For contracts which require more than 30 days for the performance of work, the vendor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. **All** insurance certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Agency at the following address:

Sacramento Housing & Redevelopment Agency and its constituent entities
801 12th Street, 2nd Floor
Sacramento, CA 95814

2. There are two ways to satisfy this requirement:

- a. The cancellation clause on the certificate of insurance may be modified to read as follows:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~endeavor to~~ mail 30 days written notice to the certificate holder named to the left, ~~but failure to mail such a notice shall impose no obligation or liability of any kind upon the company, its agents or representative.~~

- b. The following statement may be included on the insurance certificate:

Notice of cancellation will be provided within ten (10) days for non-payment, and within thirty (30) days all others.



SAMPLE CONTRACT

Effective Date:	
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AS OF THE ABOVE-WRITTEN "EFFECTIVE DATE", AND IN CONSIDERATION OF THEIR MUTUAL OBLIGATIONS, THE AGENCY AND CONTRACTOR (DEFINED BELOW) ENTER INTO THIS "CONTRACT" AND AGREE AS FOLLOWS:

1. "Agency" is/are the following selected agency/agencies, which are public bodies, corporate and politic, and which has/have the address of 801 12th Street, Sacramento, California 95814:

SELECT	AGENCY
<input type="checkbox"/>	Housing Authority of the City of Sacramento
<input type="checkbox"/>	Housing Authority of the County of Sacramento
<input type="checkbox"/>	Sacramento Housing and Redevelopment Agency

2. "Contractor" and Contractor's name and address for its principal place of business are the following:

Name	
Address	

Contractor is the following legal entity (select one):

<input type="checkbox"/> Sole Proprietor/Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other: Local Government

Contractor is organized in (select one):

<input type="checkbox"/> California	
<input type="checkbox"/> in the following state and is licensed to do its business in California	

3. "Funding Source" is the source of funding that the Agency is using to pay the Contract payments. Contractor must comply with each and every requirement of the Funding Source. Agency will cooperate with Contractor in determining the applicable requirements of the Funding Source. The Funding Source is :

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	

4. "Attachments" for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
<input type="checkbox"/> yes #___ <input type="checkbox"/> no	Federal Requirements
<input type="checkbox"/> yes #___ <input type="checkbox"/> no	CDBG and Other Federal Requirements
<input type="checkbox"/> yes #___ <input type="checkbox"/> no	Payments
<input type="checkbox"/> yes #___ <input type="checkbox"/> no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is invalid without the General Conditions for Limited Construction Work attached.)
<input type="checkbox"/> yes #___ <input type="checkbox"/> no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
<input type="checkbox"/> yes #___ <input type="checkbox"/> no	Personal Identifying Information Attachment
<input type="checkbox"/> yes #___ <input type="checkbox"/> no	Conflict of Interest Form
<input type="checkbox"/> yes #___ <input type="checkbox"/> no	Other

Unless expressly stated otherwise, the Attachments shall supersede any provisions of this Contract with which they conflict.

5. "Scope of Work" for this Contract is the following [This contract is invalid unless this section is completed. In addition to the Scope of Work here, there may be a detailed Scope of Work attached if that attachment is written by the Agency and the attachment must be in the same form as the following table, including all categories and tasks.]:

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	<i>Scope of work or summary of scope of work</i>	
Contractor	"COMPLETION DATE": The date for completion of all of Contractor's Tasks/Obligations under this Contract	
Contractor	"BILLING DATE": Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	
Agency	"FINAL DATE": Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	

6. "Contract Price" is the maximum amount that the Agency is required to pay Contractor under this Contract. The Contract Price for this Contract is the following:

CONTRACT PRICE	

7. "Payment Schedule" for this Contract, by which schedule Agency must make payments under this Contract, is following:

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT (Only one payment schedule is selected, the others not selected included):			MAXIMUM AMOUNT OF PERIODIC PAYMENT:
	Monthly payments, Payable		Date	Amount
	In the amounts and on the dates stated in Attachment ___ Payment			Stated in attachment
	According to the following Schedule of Tasks, periodic payment upon Contractor's completion of each respective task:			
				Amount
	As billed by Contractor, for work actually performed and services actually provided			According to the fees and rates stated in Attachment ___ Payment
	Allowed Reimbursable Expenses			Maximum Amount
				\$

Contractor shall not be reimbursed for expenses that are not specifically included in the Payment Schedule. Notwithstanding any other provision, reimbursable travel expenses shall not exceed the rates allowed by the Internal Revenue Service Standard Mileage Reimbursement and shall not include expenses for travel within a forty-five (45) mile radius from the Agency's place of business. Notwithstanding any other provision, reimbursable expenses shall not include any pro-rated overhead costs and expenses, facsimile or telecopier charges, copying costs (unless extraordinary and approved in advance by the Agency), courier charges, local and long distance telephone charges, and ordinary office and business supplies.

8. "Special Provisions" are the following provisions or additional recitals, which are a part of the contract only if approved by Agency counsel as indicated by the accompanying initials.

SPECIAL PROVISION	AGENCY COUNSEL

THIS CONTRACT IS EXECUTED in Sacramento, California as of the date first above written.

AGENCY:

By:

CONTRACTOR:

By:

Name:		Name:	
Title:		Title:	
		Tax ID Number:	

☐ Contractor must file a Conflict of Interest Statement with the Agency Clerk, unless this box is checked by the Agency signatory indicating that the Contractor is excluded from filing under the Agency Conflict of Interest Code.

CERTIFICATION OF AUTHORITY

I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute the attached document for Contractor in the capacity I have stated, and that such execution is sufficient to bind the Contractor. Executed in _____, California, on _____.

Contractor's Signatory

Attachment 1 Contract Provisions

1. **CONTRACT CONTENTS, PRECEDENCE AND DEFINITIONS.** This Contract consists of this Contract document and all of the Attachments named in this Contract. Except for matters required by law or expressly stated otherwise, the provisions of the attachments supersede any provisions of the body of this Contract with which they conflict. Unless otherwise defined in this Attachment 1, capitalized terms shall have the definitions stated in this Contract.

2. **SCOPE OF WORK.** Notwithstanding the wording of the Scope of Work, unless a Task/Obligation is expressly described in the Scope of Work as one that is not mandatory, each Task/Obligation described in the Scope of Work is the mandatory obligation of the Performing Party, and it must be completed on or before its respective Deadline. As the context indicates the Task/Obligation must be performed at or delivered to the Location stated in the Scope of Work.

3. **CONTRACT TERM AND TIME OF PERFORMANCE.** The "Contract Term" shall begin on the date of this Contract and shall end at 5:00 p.m. on the Final Date or upon completion of all services, whichever shall first occur. The Final Date is the date for completion of all obligations of the parties under this Contract.

a) Certain of the Contract requirements, as expressly stated in this Contract, shall survive the completion or termination of this Contract.

b) The Contractor acknowledges that Contractor is not entitled to compensation for any work done or costs incurred prior to the date of this Contract or subsequent to the Completion Date. This contract cannot be revived, amended or extended by agreement made after the Final Date.

4. **COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENT.** Notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the Contract Price. Agency shall pay the Contractor in the amounts and at the times specified in the Payment Schedule. Agency is not obligated to make any payment under this Contract for work Contractor has not yet performed or goods not delivered. Agency is not obligated to make any payment under this Contract for so long as Contractor is in material default of this Contract. Except as specified in writing in this Contract, Agency is not obligated or liable under this Contract to any party other than the Contractor.

5. **INSURANCE COVERAGE REQUIREMENTS.** During the Contract Term, Contractor must maintain the following insurance coverage from insurance providers licensed to do business in California and having an industry rating that is reasonably acceptable to Agency. Failure to maintain the required insurance is a material breach of this Contract. Before beginning any work under this Contract, Contractor must provide Agency with certificates of insurance or copies of the insurance policies demonstrating the required coverage, and the required endorsements naming Agency as an additional insured. Contractor must assure that such certificates and endorsements are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of this Contract. Contractor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. Contractor must mark such notice to the attention of the Agency's Procurement Services Office at the following address:

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY
801 12th Street – Procurement Services (PS)
Sacramento, California 95814

a) The required insurance coverage is the following: (i) Two Million Dollars (\$2,000,000) or more of comprehensive general liability coverage including, without limitation, coverage for contractual liability, public liability and property damage and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less; (ii) if motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less; and statutory limits or more of workers compensation coverage for all employees of Contractor and all others doing Contract work. The

policies shall be endorsed to name the Agency as an additional insured. The insurance afforded to such additional insured shall apply to the fullest extent permitted by law and shall be at least as broad as as the afforded to the named insured.

b) Cancellation: Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty eight (48) hours of such cancellation or non-renewal.

_____**Contractor's Initials**

c) Contractor is in material breach of this Contract for so long as Contractor fails to maintain all of the required insurance. Agency has the right, but not the obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Upon Agency's demand, Contractor must immediately reimburse Agency for any and all costs incurred by Agency in so obtaining or maintaining insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to Contractor under this Contract and to reduce the compensation payable to Contractor under this Contract by such amount.

6. BILLING PROCEDURES AND CONDITIONS. Agency must make the payments due under this Contract, as provided in Part I, subject to the following provisions.

a) Agency must pay the Contract Price to Contractor for performance of Contractor's obligations under this Agreement, or so much of the Contract Price as may be due for services actually performed and materials actually supplied by Contractor under this Contract. Agency must make such payments within thirty (30) days following delivery by Contractor to Agency of invoices stating the amount then due and specifying the services performed for which payment is due. Agency is not required to make such payment more frequently than specified as the Time for Payment. Contractor will not be paid for expenses or overhead as separate items of cost unless such items are specifically listed in the Payment Schedule, and then not to exceed the amounts so provided. In any event, Agency is not required to pay Contractor a total amount for goods, services and expenses which exceed the Contract Price.

b) Contractor may make requests for payment, after the Completion Date and through the Billing Date, for services performed or materials provided to the Contract work on or before the Completion Date. The Agency shall make payments due under this Contract on or before the Final Date.

c) As a condition for payment, Contractor must submit billing statements, in duplicate, not less than ten (10) business days before the date of a requested payment. Such billing statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed; the name of the individual performing each element of the work; the respective hourly billing rates; a list of all expenses for which reimbursement is sought; and the requested payment date.

d) Within ten (10) days following a written request received from Agency, Contractor must provide a bill to Agency for all work done as of the request date. Agency is entitled to make similar requests at intervals of not less than thirty (30) days following the initial request.

7. INDEMNIFICATION. Except to extent of active negligence, willful misconduct or gross negligence on the part of Agency, Contractor shall indemnify, save harmless and defend, to the fullest extent permitted by law, the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, the Sacramento Housing and Redevelopment Agency, the City of Sacramento and the County of Sacramento, their respective officers, directors, commissioners, advisory committee members, agents, and employees from liability, claims, demands, attorney's fees or litigation and related costs, including without limitation, court costs and investigator, witness, arbitrator and mediator fees, for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contract, or otherwise related to this Contract, whether caused, in whole or part, by an intentional act, negligent act or omission by Contractor, its officers, employees, or agents.

8. NO WAIVER OF RIGHTS AND REMEDIES. Agency's failure, at any time, to object to any breach of covenant or obligation, to any failure of performance, or to any other default on the part of the Contractor shall not constitute a continuing waiver of subsequent breaches or defaults. Agency's making of any payment to the Contractor shall not, under any circumstances, be considered as a waiver by Agency. Agency's making of any payment while any breach or default by Contractor exists shall in no way impair any right or remedy available to Agency related to such breach or default, including without limitation, the right to withhold future payments.

9. HIRING OF OTHERS. Unless consultants, specialists, experts or other third parties are listed in the Scope of Work, Contractor must not employ any of them or incur any obligation to pay any of them for services performed under this Contract without the prior written approval of Agency. Agency's written approval shall not create any obligation of the Agency with regard to any such third party. Contractor has no authority to, and must not purport to, employ, hire or contract with any such third party as agent of the Agency or otherwise on behalf of Agency.

10. TERMINATION OF CONTRACT FOR CAUSE. If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party shall have the right to terminate this Contract by written notice to the defaulting party.

a) If Contractor defaults and Agency terminates the Contract, all finished or unfinished work, products, documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Contractor under this Contract shall, at the option of Agency, become property of the Agency, upon payment to Contractor of just and equitable compensation for such work which is completed and which is reasonably satisfactory to Agency. Agency's exercise of its option to own such properties does not relieve Contractor of liability to Agency for damages on account of Contractor's default, and Agency may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due Agency from Contractor is determined.

b) If Agency defaults and Contractor terminates the Contract, upon Contractor's submission of the billings and receipts required by this Contract, Agency must pay to Contractor an amount which bears the same ratio to the total compensation under this Contract as the services actually performed by Contractor bear to the total services of Contractor covered by this Contract, less payments of compensation previously made. (By way of example if the work is eighty percent complete, Agency must pay eighty percent of the compensation less any amounts previously paid for the work.) In addition, Agency must reimburse Contractor for all unreimbursed expenses that are reimbursable under this Contract upon Contractor's submission of the billings and receipts required by this Contract for reimbursement. If less than fifty percent (50%) of the services covered by this Contract have been performed as of the termination date, Agency must also pay Contractor for that portion of the actual out-of-pocket expenses incurred by Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

11. TERMINATION FOR CONVENIENCE OF AGENCY. Agency may terminate this Contract, at any time and without cause, by a notice in writing from Agency to Contractor. Upon such termination, Agency must pay Contractor the same amounts as Agency would have paid under Section 10.b) as a termination for Agency default.

12. CHANGES. Agency may, from time to time, request changes in the Scope of Work to be performed by Contractor. Such changes, including any increase or decrease in Contractor's compensation, must be by written amendment to this Contract executed in advance by Agency and Contractor.

13. PERSONNEL, FACILITIES AND EQUIPMENT. Contractor represents that he has, or will, secure at his own expense all personnel, facilities and equipment required in performing the services under this Contract. Such personnel must not be Agency employees or have any contractual relationship with Agency, except with Agency's prior written approval.

a) All the services required under this Contract will be performed by Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

b) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

14. **SUBCONTRACTING.** Contractor must not enter into any subcontract for performance of the services covered by this Contract without the prior written consent of Agency. In any event, Contractor shall be as fully responsible to Agency for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. In any event, Contractor must insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions, insurance and other relevant provisions of this contract.

15. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.** During the performance of this Contract, Contractor agrees as follows:

a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will 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, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Agency setting forth the provisions of this nondiscrimination clause.

b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

16. **ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS.** The following is applicable to all contracts related to the project which is the subject of this Contract.

i. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract.

iii. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

iv. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

v. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

vi. Contractor will include this Employment Clause in every subcontract for work in connection with the project .

vii. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
- (2) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
- (3) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
- (4) Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- (5) Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents, first and foremost, through the First Source Program.
- (6) Making a good faith effort to fill of the positions identified in Paragraph (4) of this Section with lower income project area residents.

17. **INTERESTS OF OFFICIALS.** No member of the governing body of Agency, and no other officer, employee or agent of Agency who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. If federal funds are expended by the Agency for this Contract, no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from this Contract. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in any portion of the project to which this Contract pertains, or any other interest which would conflict in any manner or degree with the performance of his services under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

18. **CONFLICTS OF INTEREST STATEMENT.** Contractor shall, upon Agency request, complete and submit a conflict of interest statement to the Agency in form approved by the Agency.

19. **MONITORING AND REPORTING.** Agency may monitor the adequacy of Contractor's performance in any manner which Agency deems most effective. Contractor must cooperate with Agency in such monitoring. If requested by the Agency staff, in writing, Contractor must provide Agency with detailed reports outlining the most current status involving all Agency activities and projects being handled by Contractor. Such reports may be required no more often than monthly. Agency shall have the right to audit such reports, including the right to review all records of Contractor related to such reports.

20. **OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION.** All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

21. **NO INTELLECTUAL PROPERTY RIGHTS OR ARTIST'S RIGHTS IN CONTRACT WORK.** In any event, without the prior written approval of the Agency, Contractor and any person or entity acting on behalf of Contractor shall not obtain nor have, and expressly waives, any rights, in law or in equity, in any intellectual property developed in furtherance of this Agreement, including without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Agreement waive any rights to notice or to take any action regarding the use, removal, relocation or destruction of any artwork so prepared. Contractor represents and acknowledges that Contractor has or shall obtain such waivers in writing for all persons or entities doing work under this Agreement

22. **COMPLIANCE WITH LAWS.** Contractor must comply with all applicable laws, ordinances and codes of the federal, state and local governments, and must commit no trespass on any public or private property in performing any of the work embraced by this Contract.

23. **CHILD SUPPORT COMPLIANCE ACT.** If this Agreement is in amount that exceeds \$100,000, then following is acknowledged and agreed to by the Contractor: (1) Contractor recognizes the importance of child and family support and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8

(commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (2) contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry, maintained by the California Employment Development Department.

24. **ASSIGNABILITY.** Contractor is prohibited from assigning and waives all rights to assign or transfer any interest in this Contract without the prior written approval of Agency. Any purported assignment of any of Contractor's rights and obligations under this Contract without the prior written consent of the Agency is a breach of this Contract.

25. **AGENCY COOPERATION.** Agency will reasonably cooperate with Contractor regarding this Contract. As and when requested by Contractor, Agency will furnish to Contractor any and all pertinent information which Agency may possess during the time of performance of Contractor's duties under this Contract.

26. **CONFIDENTIALITY.** All information prepared or assembled by the Contractor under this Contract is confidential. Contractor must not make this information available to any individual or organization without the prior written approval of Agency. Contractor must immediately forward to Agency all requests for information related to this Contract made by a third party to Contractor. Contractor must not disclose or permit the disclosure of any confidential information of the Agency, except to its agents, employees and other consultants, approved by Agency, who need such confidential information for the proper performance of their duties related to this Contract or on behalf of the Agency.

27. **CONTRACTOR'S STATUS.** Contractor for all purposes under this Agreement is an independent Contractor and must maintain any and all licenses required by law for the performance of Contractor's obligations under this Contract. Except as expressly stated in this Contract, Agency is prohibited from directing the methods of Contractor's work under this Contract, requiring Contractor's use of an Agency office for Contractor's performance or setting regular working hours for Contractor or Contractor's employees.

28. **CONTRACT CONSTRUCTION AND ENFORCEABILITY.** The existence, validity, construction and operation of this Contract, and all its representations, terms and conditions shall conform to the laws of the State of California, exclusive of its conflicts of law rules. Throughout this contract, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the entire Contract will be severable and remain in effect.

29. **NOTICES.** Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Contract.

30. **ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Contract will be binding on the parties. No changes to this Contract are valid unless they are made by written amendment duly executed by the parties.

31. **VENUE.** Unless otherwise agreed in writing by the parties, the venue for all actions related to this Contract is Sacramento County, California.

7/14

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ATTACHMENT 2: ESG AND OTHER FEDERAL REQUIREMENTS

The following provisions shall be applicable to this Contract and binding on Subrecipient and Agency only if all or part of the funds to be paid for work performed under this Contract are provided under the Emergency Solutions Grant Program administered by the United States Department of Housing and Urban Development. In the event of a dispute as to the applicability of any of the following provisions to Subrecipient's work under this Contract, Agency's determination shall be final.

1. DEFINITIONS. For purposes of this Contract and in addition to definitions made elsewhere in this Contract, the following capitalized words and phrases contained in this Contract shall have the following meanings:

- a) The "Act" is the federal Housing and Community Development Act of 1974, as amended.
- b) "ESG" is the federal Emergency Solutions Grant program administered by HUD. "CFR" is the Code of Federal Regulations.
- c) The "ESG Requirements" are the laws, rules and regulations (other than the Act) which are specifically applicable to this Contract. A substantial portion of the ESG Requirements included in this Attachment 2.
- d) "Contract Provisions" refers to "Attachment 1: Contract Provisions". This Attachment 2 contains the provisions common to all Agency administered ESG agreements.
- e) "Exhibits" to this Attachment 2 contain a substantial portion of the Federal Requirements, and are incorporated into this Contract in the form of a Compact Disc (CD). Subrecipient acknowledges receipt of the CD by initialing here: ____ The Exhibits include the following:
 - I. Exhibit 1 – ESG Regulations: 24 CFR 576 et seq.
 - II. Exhibit 2 – Requirements for Nonprofit Subrecipients. 24 CFR 84
 - III. Exhibit 3 – OMB Circular A-110; Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations *[applies only to Subrecipients who are not a state or local government or a public agency]*
 - IV. Exhibit 4 – OMB Circular A-122; Cost Principles for Nonprofit Organizations *[applies only to Subrecipients who are not a state or local government, a public agency or an educational institution]*
 - V. Exhibit 5 – OMB Circular A-133; Audits of Institutions of Higher Education and Other Nonprofit Organizations *[applies only to Subrecipients who are not a state or local government or a public agency]*
 - VI. Exhibit 6 – OMB Circular A-21; Cost Principles for Educational Institutions *[applies only to Subrecipients who are an educational institution]*
 - VII. Exhibit 7 – OMB Circular A-87; Principles for determining Costs Applicable to Grants and Contracts with State, Local and Federally-Recognized Tribal Indian Governments *[applies only to Subrecipients who are a state or local government, a public agency. 2 CFR Part 225]*
 - VIII. Exhibit 8 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. 24 CFR 85 *[applies to the ESG Program except that 24 CFR 84.24 and 85.42 do not apply, and program income is to be used as the match under 24 CFR 85.25(g).]*

Attachment B

- IX. Exhibit 9 – New Restrictions on Lobbying. 24 CFR 87
- X. Exhibit 10 – Federal Labor Standards Provisions; 29 CFR 5.5
- XI. Exhibit 11 – Executive Order 12432 – M/WBE
- XII. Exhibit 12 – Executive Order 12138 – M/WBE
- XIII. Exhibit 13 – Executive Order 11625 – M/WBE and Agency-assembled M/WBE material
- XIV. Exhibit 14 – Executive Order 11246, as amended – Equal Opportunity
- XV. Exhibit 15 – Executive Order 13166 – Limited English Proficiency Access
- XVI. Exhibit 16 – Equal Access to Housing and HUD Programs Regardless of Sexual Orientation or Gender Identity: 24 CFR Parts 5, 200, 203, 570, 574, 882, 891 and 982.
- XVII. Exhibit 17 – Generally Applicable HUD Program Requirements. 24 CFR 5, subpart A

f) “HUD” is the United States Department of Housing and Urban Development.

g) “OMB” is the federal Office of Management and Budget.

h) “Subrecipient” is the Contractor as defined elsewhere in this Contract.

i) “Program Income” is defined in 24 CFR 200.80. Generally, Program Income is income to Subrecipient that is generated from the use of ESG funds under this Contract. Program Income may include, without limitation, proceeds of the sale, rent or lease of real or personal property acquired with such ESG funds, principal and interest payments on loans of such ESG funds, and interest earned on other Program Income.

j) “Project Funds” are the funds to be paid to Subrecipient under this Contract. All Project Funds are funds disbursed to the Recipient and Agency under the ESG Program.

2. FINDINGS AND REPRESENTATIONS. This Contract has been made for the following purposes and based upon the following representations of the parties:

a) In accordance with the provisions of California Government Code Section 53703, Agency possesses full powers for the purpose of administering the expenditure of funds received under the federal Housing and Community Development Act of 1974, as amended, Emergency Solutions Grant program, administered by the United States Department of Housing and Urban Development.

b) Agency has determined that the fulfillment of Subrecipient’s obligations under this Contract serves the purposes of community improvement and welfare.

c) Pursuant to the provisions of California Government Code Section 53703 and after public hearing, Subrecipient has been allocated ESG funds for the uses and activities of this Contract.

d) Agency and Subrecipient are subject to all laws, rules and regulations regarding the use of ESG funds for the purposes and activities stated in this Contract.

3. ADDITIONAL RESTRICTIONS ON FUNDS. Subrecipient acknowledges that the funds for this Contract are ESG funds, the amount of which has been established after public hearing and that Agency has no authority to change the Project Funds except after public hearing and Recipient approval. Therefore, and notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the Project Funds. Subrecipient shall provide, from whatever source, all additional funds necessary to fulfill Subrecipient’s obligations under this

Contract.

a) If Subrecipient incurs additional expenses or does additional work related to this Contract, Subrecipient shall bear all such costs and expenses unless the Agency has executed a written amendment to this Contract prior to Subrecipient's having incurred such costs and expenses.

b) Subrecipient shall use proceeds of this Contract only for the purposes stated in this Contract, as described in the Scope of Work, and strictly in compliance with all applicable laws, rules and regulations.

c) If Subrecipient is not a state or local government, educational institution or public agency, Subrecipient shall fully comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-122 and applicable provisions of OMB Circular No. A-110 (specifically including Attachments A "Cash Depositories" except Paragraph; B "Bonding and Insurance"; C "Retention and Custodial Requirements for Records" except the starting date for the retention period; F "Standards for Financial Management Systems" except the provisions of paragraph 2(h) superseded by OMB Circular A-133; H "Monitoring and Reporting Program Performance" paragraph 2; N "Property Management Standards" with modifications to paragraphs 6 and 7 regarding sale or retention of personal property; and O "Procurement Standards") and 24 CFR 200 as outlined in 24 CFR 570.502 (a) as they relate to the application, acceptance, and use of federal funds. If Subrecipient is a state or local government or a public agency, Subrecipient shall fully comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-133 and OMB Circular No. A-87. Educational institutions shall comply with Circular A-21, A-133 and applicable provisions of OMB Circular No. A-110.

d) Subrecipient shall deposit any advance under this Contract in an interest bearing account and, unless specified otherwise in this Contract, shall remit any interest earned over \$100 to the Agency.

e) Project Funds shall not be used for any religious purposes, which prohibition is further described in 24 CFR 576.406(c).

f) In the event of suspension or termination of this Contract, Subrecipient shall return unused funds to the Agency in accordance with 24 CFR 570.503(b)(7). If the Subrecipient improperly retains funds, the Agency may retain funds from future disbursements to the Subrecipient in accordance with the procedures described in 24 CFR 570.504 (b) (2). In accordance with 2 CFR 200.339, suspension or termination may occur if Subrecipient materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 2 CFR 200.339.

4. RETURN OF PROGRAM INCOME. Subrecipient shall report receipt of all Program Income and return all Program Income to the Agency.

5. ANTI-KICKBACK RULES. Monthly, or more often, Subrecipient must, without condition, pay the salaries of architects, draftsmen, technical engineers and technicians performing work under this Contract. Such payments shall be made without deduction or rebate, excepting only such payroll deductions as are mandatory by law or permitted by applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1937 (18 U.S.C., Section 874). Subrecipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations. Subrecipient shall be responsible for the submission of affidavits required of subcontractors under this Contract, except for such variations or exemptions as the Secretary of Labor may specifically allow.

6. WORK HOURS. Subrecipient must comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) and must cooperate with Agency in implementing and enforcing the provisions of such Act. Among other requirements of the act, Subrecipient must pay not less than one and one-half times the basic rate of pay for the work of Subrecipient's employee in excess of eight hours in one day or forty hours in one week in the performance of this Contract. Subrecipient must insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance with such Act. Subrecipient must meet and cooperate with Agency's Labor Compliance officer to assure compliance with such Act.

7. WITHHOLDING OF SALARIES. If, in the performance of this Contract, there is any underpayment of salaries by Subrecipient or by any subcontractor, Agency must withhold from Subrecipient out of payments due to him any amount sufficient to pay employees underpaid the difference between the salaries required under this Contract to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by Agency for and on account of Subrecipient or subcontractor to the respective employees to whom they are due.

8. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classification of architects, draftsmen, technical engineers and technicians performing work under this Contract must be promptly reported in writing by Subrecipient to Agency for the latter's decision which shall be final with respect thereto.

9. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

a) Subrecipient will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by Agency, advising the labor union or workers representative of Subrecipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

b) Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

c) Subrecipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

10. CONFLICT OF INTEREST. No member, officer or any employee of Subrecipient, or its designees or agents, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have an interest, direct or indirect, in any contract or its proceeds, for work to be performed in connection with the program assisted under this Contract. Subrecipient must incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section. In the procurement of supplies, equipment, construction, and services by Subrecipient, the conflict of interest provisions in 2 CFR 200.318 and 2 CFR 200.319, respectively, shall apply.

11. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable to his employer under this Contract.

12. RECORDS AND MONITORING. Subrecipient must keep all necessary books and records, including loan documentation and financial records, in connection with the operation and services performed under this Contract, in accordance with the provisions of OMB Circular No. A-102 Attachment G (as amended), and must document all transactions so Agency may properly audit all expenditures made pursuant to this Contract. Subrecipient must maintain and preserve all records related to this Contract in its possession for a period of three (3) years from the effective date of this Contract, unless otherwise directed by Agency. All books, records and accounts kept by Subrecipient in connection with the performance of this Contract shall be made available for inspection by representatives of the federal government and/or Agency staff as required to monitor or audit the program.

In addition to the reports specified in this Contract, Subrecipient shall retain the records required by the applicable provisions of 24 CFR 576.500 and provide the Agency with the reports required pursuant to 24 CFR 576.500, and such other records and reports as the Agency may reasonably require in the administration of this Contract. Subrecipient shall keep all other necessary books and records, including property, personnel, loan documentation and financial records, in connection with the operation and services performed under this Contract, in accordance with the provisions of OMB Circulars No. A-102, A-110 and A-122, and Executive

Order 11246 and 2 CFR 200.333 .Subrecipient shall conduct annual audits in accordance with OMB Circular A-133. Subrecipient shall document all transactions sufficiently for Agency to properly monitor and audit all expenditures made pursuant to this Contract.

13. DRUG FREE WORKPLACE. Subrecipient must comply with the Drug-Free Workplace Act of 1988 (final rule published on May 25, 1990) and Agency's policies and rules promulgated under the Act. Subrecipient must obtain such policies and rules from the Agency.

14. RESTRICTIONS ON LOBBYING; FILING CERTIFICATION AND DISCLOSURE FORMS.Subrecipient shall not use any funds paid under this Contract, directly or indirectly, for any political activity, whatsoever or to influence any public official or employee. In any event, Subrecipient shall comply with the restrictions on lobbying stated in 24 CFR Part 87. Subrecipient shall sign and return to the Agency the certification described in 24 CFR 87, Appendix A and the disclosure form described in 24 CFR Part 87, Appendix B. Subrecipient shall require any person receiving proceeds of this Contract from Subrecipient to comply with 24 CFR Part 87, including the submission to Agency of completed certifications under Appendix A and disclosure forms under Appendix B.

15. ELIGIBILITY AND NON-DISCRIMINATION (SECTION 109).Subrecipient shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, or physical or mental handicap, or age as more specifically set forth in 24 CFR 576.407 which requires compliance with the non-discrimination and equal opportunity requirements at 24 CFR 5.105(a).

16. CIVIL RIGHTS COVENANT. As provided in 24 CFR 5.105 and 570.602, and depending upon the type and nature of the grant of CDBG funds, this Contract may be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) and HUD regulations. Subrecipient certifies that its activities under this Contract shall be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) and that it will comply with the other provisions of Title 24 of the CFR and with other applicable laws, to the full extent of their application. Further pursuant to Executive Order 11063 (as amended pursuant to Executive Order 12259) set out in 24 CFR Part 107, in the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under the Contract, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Agency and the United States are beneficiaries of and entitled to enforce such covenant. Subrecipient, in undertaking its obligation in carrying out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

17. MINORITY/WOMEN'S BUSINESS ENTERPRISES REQUIREMENTS. This Contract is subject to minority and women's business enterprises requirements set forth in Executive Order 12432, Executive Order 11625, and Executive Order 12138. Subrecipient shall take all reasonable steps necessary to encourage the participation of minority and female owned businesses in work under this Contract.

a) With regard to any work of construction funded with Project Funds, such steps may include, without limitation, the following:

(1) Obtaining the minority and Women's Business Enterprises Registry from the Agency MBE/WBE Coordinator to ensure such contractors receive an invitation to bid.

(2) Advertising the invitation to bid or to submit proposals in the El Hispano and the Sacramento Observer as well as in a newspaper of general circulation in the Sacramento metropolitan area.

(3) Reviewing the telephone directory or professional organization membership lists, or making direct contact with minority- or female-owned businesses for specialized trades and services, and inviting such firms to bid.

b) Subrecipient shall include the Minority and Women's Business Enterprises requirements, in the form prescribed by the Agency, in all contracts for use of funds under this Contract, and Subrecipient shall coordinate purchases of goods and services over \$10,000 with the Agency's MBE/WBE Coordinator.

c) Subrecipient shall maintain documentation of outreach efforts to minority and/or female owned businesses. Additionally, Subrecipient shall maintain documentation of contract awards for the Quarterly Reports.

18. FLOOD DISASTER PROTECTION. Pursuant to the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient shall not use or permit the use of any portion of the assistance provided under this Contract for acquisition or construction purposes as defined by the Director of the Federal Emergency Management Agency (42 USC 4003(a) (4)), for use in an area identified by the Director of the Federal Emergency Management Agency as having special flood hazards unless the community in which such area is located is then participating in the national flood insurance program (described at 42 USC 4011) and the use of any such assistance shall be subject to the mandatory purchase of flood insurance requirements of 42 USC 4012a.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Director as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under the Flood Disaster Protection Act of 1973 (42 USC 4012a). Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Contract.

19. COMPLIANCE WITH AIR AND WATER ACTS. This Contract is subject to the applicable requirements of the Clean Air Act (42 USC 7401 et seq.), the Federal Water Pollution Control Act, (33 USC 1251 et seq.), and the corresponding regulations of the Environmental Protection Agency. In compliance with said regulations, Subrecipient shall cause or require to be inserted in all contracts and subcontracts funded with Project Funds, and with respect to any transaction which is not otherwise exempt from such laws and regulations, all of the following requirements:

a) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of the contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA).

b) Compliance with all the requirements of Section 114 of the Clean Air Act, (42 USC 7414c-8) and Section 308 of the Federal Water Pollution Control Act, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that, as a condition for the award of the contract, prompt notice shall be given to Agency by Subrecipient or the prospective contractor or subcontractor of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

d) Contract by the contractor that he shall include or cause to be included the criteria and requirements in this Section 19a. through 19c. of this Section in every non-exempt subcontract and requiring that the contractor shall take such action as the government may direct as a means of enforcing such provisions.

e) In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) (42 USC 7413) of the Clean Air Act or Section 309(c) (33 USC 1319) of the Federal Water Pollution Control Act.

20. RELOCATION. This Contract is subject to the requirements of Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.) and HUD implementing regulations at 24

Attachment B

CFR Part 42 and CFR 576.408. Subrecipient shall not undertake any of the work contemplated under this Contract if relocation is involved without first obtaining written approval from Agency. Subrecipient shall inform affected persons of the relocation assistance policies and procedures set forth in the regulations at 24 CFR Part 42 and 24 CFR 576.408.

21. PROPERTY OWNERSHIP AND PROCUREMENT. The Subrecipient, shall, in the acquisition or improvement of real and personal property with funds provided under this Contract, be subject to all applicable provisions of the Federal Requirements.

a) General property and procurement guidelines are contained in 2 CFR 200 and OMB Circular Number A-133, Attachments N and O (attached hereto and made a part hereof). In all cases in which personal property is sold, the proceeds shall be transferred to Agency for the CDBG program or shall be Program Income, and, personal property not needed by the Subrecipient shall be transferred to Agency for the CDBG program or shall be retained by Subrecipient after compensating the Agency.

b) Real property shall be acquired in accordance with Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (at 24 CFR part 42).

22. USE OF DEBARRED, SUSPENDED OR PROHIBITED PARTIES. Subrecipient shall not use any Project Funds, directly or indirectly, to award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 2 CFR 2424. Subrecipient will verify that the Federal Debarred List Registry does not include any contractor or subrecipient prior to awarding contracts and that they will record the date that the Registry was consulted. Subrecipient acknowledges this requirement by initialing here:

Subrecipient initials

23. DAVIS-BACON ACT AND STATE PREVAILING WAGES. The provisions of the Davis-Bacon Act do not apply to the Emergency Solutions Grant Program,. However, if this Contract is for construction, alteration, or repair (including painting and decorating) of public buildings or public works, California State Prevailing wages may apply (Section 1720 et seq. of California Labor Code), in which case Subrecipient must comply with the provisions of California Labor Code section 1720 et seq. and all rules, regulations and orders promulgated under said statutes.

24. FEDERAL LABOR STANDARDS. Pursuant to 24 CFR 570.603, for construction, rehabilitation, alteration, or repair of real property (other than residential property containing less than eight units) funded with Project Funds, Subrecipient shall comply, and shall cause all subcontractors on such work to comply, with the applicable provisions of the Davis-Bacon Act, as amended, (40 USC 3142), the Contract Work Hours and Safety Standards Act, as amended, (40 USC 3701 et seq.) and all rules, regulations and orders promulgated under said Acts. Among other provisions, said Acts establish minimum wages and fringe benefits; prohibit deductions or rebates from payments; provide for the withholding of funds to assure compliance with wage provisions; and provide for the termination of the contract and debarment of the contractor for failure so to comply. Subrecipient shall also comply, and shall cause all subcontractors on such work to comply, with all other applicable HUD labor requirements, including, without limitation, the requirements of 29 CFR Parts 3 and 5 which govern the payment of wages and the ratio of apprentices and trainees to journeymen. If wage rates higher than those required under such regulations are imposed by state or local law, nothing in this Contract is intended to relieve Subrecipient of its obligations, if any, to require payment of the higher rates. Subrecipient shall cause or require to be inserted, in all such contracts, provisions which subject the parties to the Federal Labor Standards Provision and all other applicable regulations and requirements of HUD. Subrecipient shall not award any contract subject to the provisions of this Section 25. of the Contract to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

25. ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS. The following is applicable to all contracts related to the project which is the subject of this Contract.

- i. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

Attachment B

ii. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

iii. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. Contractor will include this Employment Clause in every subcontract for work in connection with the project .

vi. Good Faith Effort. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
- (2) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
- (3) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
- (4) Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- (5) Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents. first and foremost, through the First Source Program.
- (6) Making a good faith effort to fill of the positions identified in Paragraph (4) of this Section with lower income project area residents.

26. ARCHITECTURAL BARRIERS ACT. Subrecipient shall comply with the Architectural Barriers Act of 1968 (42 USC 4151), as applicable, which Act requires that the design of any facility, except a private residence, that is constructed, renovated, remodeled or rehabilitated with funds received pursuant to this Contract shall comply with the "American Standard Specification for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped", as described in 41 USC §§ 101-4712, and Subrecipient shall cooperate with the Agency in its inspections pursuant to such provisions.

27. LEAD-BASED PAINT. The use of lead-based paint is prohibited in any residential structure constructed or rehabilitated with Project Funds, including but not limited to emergency shelters, which prohibitions are further described in 24 CFR Part 35, Subpart F. For those properties constructed prior to 1978, Subrecipient shall assure that rehabilitation applicants, purchasers or tenants, as the case may be, shall be notified (i) that the property may contain lead-based paint, (ii) of the hazards of lead-based paint, (iii) of the symptoms and treatment of lead-based poisoning (iv) of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards), (v) of the advisability and availability of blood level screening for children under the age of seven years of age, and (vi) that in the event lead-based paint is found on the property, appropriate abatement procedures may be undertaken. Subrecipient shall follow the procedures for the elimination of lead-based paint hazards, to the extent required under 24 CFR 576.403.

28. OTHER PROGRAM REQUIREMENTS. Agency must provide Subrecipient with all relevant program information regarding the federal programs having jurisdiction over this Contract. Agency must assist Subrecipient in the interpretation of the requirements of such programs. Subrecipient shall be considered to be familiar with the requirements of such programs and shall comply with such requirements.

Attachment C

Housing First Solano Rapid Re-Housing Program Budget Worksheet

This Budget Worksheet must be completed in full and included in your submittal for the Rapid ReHousing RFP. This worksheet details both the budget for ESG RRH funds (personnel and other program eligible costs) as well as anticipated program match. **This worksheet must be completed in Excel; all shaded cells will auto-populate.** Only applications that include a completed program budget that demonstrates sufficient capacity to administer the RRH program and that identify 100% the source of match will be considered. A minimum of 50% of the match must be committed at the time of application and the full 100% Match must be commitment at time of contract execution with the selected provider.

I. Personnel Detail

Please complete the table below with details on the staffing plan for implementing RRH. All staff providing direct client service for the RRH program proposed must be included on this form. Please include the portion of staff positions (such as the Executive Director and accountant) who do not provide direct client services, but whose services are integral to program implementation. In the electronic version, grey shaded cells will populate automatically.

A	B	C	D	E	F	G	H	I	J	K	L
# of FTEs	Position Title	Description of RRH Activities Assigned to Position ¹	Category(ies) of eligible service(s) ²	Monthly Salary of one FTE	Annual Salary (A x D x 12)	% of FTE assigned to RRH Program	Amount of Annual Salary for RRH (F x G)	RRH Salary Paid w/ESG		RRH Salary Paid w/match	
								Amount	Percent (I ÷ H)	Amount	Percent (K ÷ H)
					\$0		\$0				
					\$0		\$0				
					\$0		\$0				
					\$0		\$0				
					\$0		\$0				
					\$0		\$0				
					\$0		\$0				
					\$0		\$0				
					\$0		\$0				
					\$0		\$0				
					\$0		\$0				
TOTALS				\$0	\$0		\$0	\$0		\$0	

¹ Please attach complete job descriptions for all positions funded in part or in whole by ESG to the budget worksheet.

² ESG regulations limit the provision of services only to the following activities: housing search and placement, housing stability case management, mediation, legal service, credit repair. Note that comprehensive or intensive case management is not allowable. Please indicate which activity or activities the services fall under.

Attachment C

II. Program Budget

Please complete the program budget below for a 12-month period. The budget is divided between costs associated with program delivery (Housing Relocation and Stabilization Services) and direct financial assistance payments made on behalf of the clients (Financial Assistance). The personnel expenses from Section I (above) should be carried down into the first row in the Housing Relocation and Stabilization Services. Additional rows are provided for other program delivery costs (overhead, legal services, credit repair, supplies, etc.). In the Direct Financial Assistance section, lines are pre-populated with the most common expenses, but additional lines are provided should your program design contemplate other ESG eligible direct payments. Each expense should include the amount to be paid from ESG and the amount to be provided by match funds. The grand total should represent the entire program budget, and must include match that is at least equal to half of the overall project budget.

	Expense Type and Description	A	B	C	D	E
		Total Expense	Paid with ESG		Paid with Match	
			Amount	Percent (C ÷ B)	Amount	Percent (D ÷ B)
Housing Relocation and Stabilization Services	Personnel (from table above)	\$0	\$0		\$0	
	SUBTOTAL, STABILIZATION SERVICES	\$0	\$0	#DIV/0!	\$0	#DIV/0!
Direct Financial Assistance	Direct Rent Payments					
	Security Deposits					
	Rental Application and Move In Fees					
	Utility Deposits					
	SUBTOTAL, DIRECT FINANCIAL ASSISTANCE	\$0	\$0	#DIV/0!	\$0	#DIV/0!
GRAND TOTAL		\$0	\$0	#DIV/0!	\$0	#DIV/0!

Is proposed match amount equal to at least 50% of total program budget?

#DIV/0!

III. Match Sources

Identify any non-ESG funds and in-kind funds for matching share to be contributed in support of the proposed project. The amount of these supplemental funds may include the value of any donated material or building; the proportional value of any lease on a building in which the RRH activities are carried out; and the time and services contributed by volunteers to carry out the program based upon a \$5 per hour rate; in-kind donations to the program. Funds must be contributed to and used by the ESG funded program for ESG eligible activities.

Signify if the match type and amount is currently committed or anticipated by inputting it in the appropriate columns (C, D and E for committed and F, G and H for anticipated). The total amount of match identified must be at least 1/2 of the total project budget identified above and at least 1/2 of the total match must currently be committed.

[illegible]