

# City of Santa Clara

## 2023-2025 Notice of Funding Availability (NOFA)

Community Development Block Grant Program (CDBG)  
HOME Investment Partnerships Program (HOME)  
HOME American Rescue Plan Program (HOME ARP)

**APPLICATION SUBMISSION DEADLINE**  
**Thursday, February 16, 2023, by 11:00 AM**  
**LATE APPLICATIONS WILL NOT BE ACCEPTED**

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# Introduction and Background

The City of Santa Clara, Housing and Community Services Division is pleased to announce the availability of federal Housing Urban Development (HUD) funds in the form of Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME) Program funds, and HOME Investment Partnership Act American Recover Program (HOME-ARP) funds. Applications will be accepted for a one-year or two-year funding cycle which covers FY 2023-24 and 2024-25. HOME ARP funds allow for a longer timeline. Funding amounts listed may change. Interested and eligible parties are invited to submit proposals for both fiscal years.

Funds are to be used to address housing and other community needs of lower income residents of the City of Santa Clara identified in the 2020-2025 Consolidated Action Plan. Funds provided under this application are expected be available on July 1, 2023. This application is for City entitlement funds from the U.S. Department of Housing and Urban Development (HUD). The following are annual estimated amounts:

1. **\$ 195,000** Community Development Block Grant (CDBG) for Public Services.
2. **\$ 645,000** Community Development Block Grant (CDBG) for Capital Improvements.
3. **\$ 450,000** Home Investment Partnership Act (HOME) for Tenant Based Rental Assistance.

The following is a two-year estimated amount:

4. **\$1,440,000** Home Investment Partnership Act – American Recovery Program (HOME-ARP) targeted for housing stability services, prevention, and response.

Prior to submission, please carefully review this information package to determine if your request for funds will qualify under the federal CDBG, HOME and/or HOME-ARP regulations. For more detailed information on HUD guidelines, go to [www.hud.gov](http://www.hud.gov).

The NOFA application form and instructions are available on the City's website at:

<https://www.santaclaraca.gov/our-city/departments-a-f/community-development/housing-community-services-division/reports-and-notice>. **Applications must be submitted on or before February 16, 2023 no later than 11:00 AM. Proposals may be delivered to the Housing and Community Development Division office located at 1500 Warburton Avenue, Santa Clara, CA 95050; (ATTN.: Adam Marcus); OR via email to [CommunityService@SantaClaraCA.gov](mailto:CommunityService@SantaClaraCA.gov). Applications sent by Fax will not be accepted. Late or incomplete applications will not be considered.**

**All questions related to this NOFA are due by February 3, 2023 and must be submitted via email to [CommunityService@SantaClaraCA.gov](mailto:CommunityService@SantaClaraCA.gov) with the subject line "NOFA Questions". Questions/ Answers will be compiled and posted on the City's website on February 8, 2023.**

## KEY NOFA PROCESS DATES

NOFA application open	<b>January 27, 2023</b>
NOFA questions submission deadline	<b>February 3, 2023</b>
NOFA Q&A release	<b>February 8, 2023</b>
NOFA application close	<b>February 16, 2023 (no later than 11:00 AM)</b>
NOFA Award announcement	<b>February 22, 2023</b>
NOFA Appeal Period	<b>February 22 – February 27, 2023</b>

# General Information for Public Services (CDBG & HOME ARP)

## SECTION 1: GENERAL PROVISIONS

The City of Santa Clara is seeking public service providers that support the City's 2020-2025 Consolidated Plan (Con Plan). A summary of the needs and goals identified in the Con Plan are:

- 1) Affordable Housing (e.g., Tenant Based Rental Assistance, improvements to affordable housing developments, homeowner rehabilitation programs, etc.)
- 2) Homelessness (e.g., case management services, housing search, outreach services, etc.)
- 3) Public Services (services that assist low-income residents of Santa Clara, seniors, adults with disabilities, services for domestic violence survivors, homeless services, etc.)
- 4) Fair Housing Services

### A. Funding Source Overview

Community Development Block Grant (CDBG) Program: CDBG was established by the Housing and Community Development Act of 1974 and is administered through the U.S. Department of Housing and Urban Development (HUD). CDBG is a flexible program that provides community with funding to address a wide range of unique community development needs. The primary objective of the CDBG program is "the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and very low income."

CDBG Projects must meet one of the three national objectives set forth below. For further details, see: Federal Regulations 24 CFR Part 570:

- Benefit lower income persons or
- Address slums or blight; or
- Meet a particularly urgent community development need

HOME-ARP: The HOME-ARP program provides one-time funds and must be used to serve the following qualifying populations (QPs). Note these are different from CDBG.

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11302\(a\)](#));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11360\(1\)](#));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- In other populations where providing supportive services or assistance under section 212(a) of the Act ([42 U.S.C. 12742\(a\)](#)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability;
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

Eligible HOME ARP activities include supportive services for QPs such as homeless prevention services and housing counseling. The City will submit an allocation to HUD by 3/31/23. At this time, City staff proposes allocating some HOME ARP funds for the following public service activities:

- Supportive services for persons fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

## **B. Project and Activity Criteria**

1. **Public Services:** The activity must demonstrate that no funds other than CDBG are available to meet the service levels proposed by the Applicant. Public Service projects not previously funded by the City must demonstrate that they are a new project to be undertaken by the Applicant or expansion of an existing project currently provided by the Applicant. The City reserves the right to consider other factors when evaluating service applications. **Grants will be awarded for a two-year period, with the second-year conditional upon funding availability and project performance. The City's minimum request for CDBG public service funding is \$30,000 per fiscal year.** Funding for programs must qualify under one of the criteria below:
  - a. **Existing, Funded Project:** Proposed projects funded by the City in the current fiscal year, which are satisfactorily meeting their program goals. Requests for increased funding above a minimal allowance for inflationary cost increases must demonstrate an expanded level of service, or a new service, or a loss of previously provided funds from a major source of project funding. Such agencies must make good faith efforts to secure funding from other sources and must develop a long-range plan of independence from City funding.
  - b. **Seed Projects:** Projects addressing a community need that is being met by a new service. Such projects must demonstrate a high probability that they have developed or are likely to develop future, non-City commitments for on-going funding. City funding for such projects is normally for a maximum of three years.

## **SECTION 2: EVALUATION FACTORS/SCORING CRITERIA**

Awarding of the contract will be based on the following Evaluation Factors. The City may also contact other municipalities and agencies your agency has worked with to review performance administering similar programs.

### **Targets Lower Income Residents (CDBG projects only)**

HIGH: Over half of the beneficiaries are at or below 30% of AMI.

MEDIUM: Over half of the beneficiaries are at or below 50% of AMI.

LOW: Over three fourths of the beneficiaries are at or below 80% of AMI.

ZERO: Less than three fourths of the beneficiaries are at or below 80% of AMI.

### **History of Providing Proposed Service.**

HIGH: Has provided the proposed service for more than 6 years.

MEDIUM: Has provided the proposed service 3-5 years.

LOW: Has provided the proposed service for less than 3 years.

ZERO: Has not previously provided the service.

**Leveraging of private (non-government) funds, measured as percentage of the applicant's operating budget. In-Kind contributions can be counted as private funds if they are included in the applicant's annual audit or can otherwise be documented to the satisfaction of the City.**

HIGH: Private funds make up more than 25% of applicant's operating budget.

MEDIUM: Private funds make up 10-25% of applicant's operating budget.

LOW: Private funds make up less than 10% of applicant's operating budget.

ZERO: No private funds contribute to the applicant's operating budget.

### **SECTION 3: COMPLIANCE MONITORING**

The City will perform a desk audit of subsidy calculations and other invoicing on a monthly basis during the review of monthly invoices. At least once per program year, City staff will perform an on-site monitoring visit in which a review of participant files will occur.

# General Information for Capital Projects (CDBG)

## SECTION 1: GENERAL PROVISIONS

Applicants may submit more than one application for different sites. The City will review and rate all submissions and may choose to fund one or more projects.

### A. Funding Authorization

Funding for the CDBG program is authorized pursuant to Title 42 United States Code (U.S.C.) §5301, et. Seq., and subpart 1 of the federal CDBG Regulations. In administering this NOFA, if there is a conflict between the federal regulations or local regulations, the most restrictive regulation shall prevail. All activities in this NOFA are subject to availability of funds and continuing HUD legislative authority. The City reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all its provisions. The City will notify interested parties through emails and City website if the City rescinds, suspends, or amends this NOFA. This NOFA is not a commitment of funds to any Activity or Applicant.

### B. Funding Amount

The City is making available up to \$645,000 for Capital Improvement Projects – The minimum funding amount is \$50,000. Funding shall be made in the form of a grant and only on a reimbursement basis. Applicant should have the ability and funds to cover costs of the project while waiting for the City to reimburse said costs which can take 4-6 weeks.

### C. Use Restrictions

The property must be used for the benefit of the LMI clientele for the duration of the activity period or the grantee may be subject to repay funds. Grant amounts of \$50,000 - \$500,000 will have a Use Restriction period of five years, and any project over \$500,000 will have a Use Restriction period of ten years.

### D. Eligible Organizations

Eligible Organizations are public agencies or qualified 501(c)(3) organizations. Evidence of current non-profit status must be submitted. Religious organizations are eligible; however, the property or portion of the property being improved must be exclusively used for secular purposes and available to all regardless of religion.

## F. Eligible Projects

Proposed projects must be “shovel-ready”. Shovel-ready is defined as a project that can be fully completed on or before March 31, 2024; or significantly completed (i.e., 75% complete) by March 31, 2024 Eligible projects may include, but are not limited to:

- 1) Affordable Housing improvements such as energy efficiency improvements, general rehabilitation, ADA upgrades, or property acquisition
- 2) Public Facilities improvements such as energy efficiency improvements, general rehabilitation, ADA upgrades, or property acquisition to facilities that serve low-and moderate-income (LMI) households and/or special needs populations such as the homeless, domestic violence shelters, nursing homes, or group homes for the disabled. If the facility is owned by a nonprofit, CDBG regulations stipulate that the facility must be opened to the public during normal working hours.

## C. Ineligible Projects

Ineligible projects/activities include, but are not limited to, public service activities, ongoing operating or maintenance costs, most equipment purchases, income payments, or new housing construction.

## D. National Objectives

After the Project is completed. project need to serve the client that meet one of the National Objective of benefitting low-and moderate-income (LMI) persons, families, and/or households. LMI can be defined by either of the following categories:

- 1) Low- to moderate-income Limited Clientele (LMC), is defined by income limits for persons/households whose income does not exceed 80 percent of the Area Median Income (AMI) as adjusted by the United States Department of Housing and Urban Development (HUD) for household size.
- 2) Presumed benefit LMC refers to persons who, as a category, are typically low income such as:
  - Seniors (presumed at 50% AMI)
  - Persons with a disability (presumed at 50% AMI)
  - Homeless persons (presumed at 30% AMI)
  - Abused children and battered spouses (presumed at 30% AMI)
  - Illiterate adults (presumed at 50% AMI)
  - Persons living with AIDS (presumed at 50% AMI)
  - Migrant farmworkers (presumed at 50% AMI)



**E. Financial Management Requirements**

Organizations must demonstrate managerial and financial capability to receive and expend grant funds and assure compliance with applicable laws of 2 CFR §200 particularly 2 CFR 200.302-305, and 200.327. Organization must provide its most recent certified financial audit. If the Organization receives more than \$750,000 (cumulative) in federal funds, the Organization must submit its most recent Single Audit. If the Applicant has any open findings and does not have a plan or agreement to remediate those findings, the Applicant will be deemed ineligible for funding. If the Organization does not meet the threshold for the requirement of submitting a Single Audit, it must certify (see Attachment III).

**F. Site Control Requirements**

Pursuant to 24 CFR §578.25, acceptable evidence of site control of at least five years into the future is required (e.g., deed or lease). Applicant may use assessor's parcel information to establish ownership. If grant funds will be used for acquisition, acceptable evidence of site control, such as a purchase agreement or an option to purchase, is acceptable. Site control must be maintained through the operation period of the Activity. If site control is expected to expire during the open Activity period, the Applicant must document that either an alternative site will be made available or that the Activity operators intend to extend or renew the lease on the existing site.

**G. Environmental Review (i.e., NEPA)**

Projects will require that the environmental review process (i.e., NEPA) and clearance be met prior to any agreement signing. The applicant shall not undertake or commit any funds or make choice-limiting actions, including further property acquisition, demolition, movement, rehabilitation, repair or construction prior to receiving an environmental clearance report from the City.

**H. Federal Cross-Cutting Requirements**

The CDBG program is administered under the rules and regulations under 24 CFR Part 570; however, there are other federal requirements known as "cross-cutting requirements" which must be followed that include, but are not limited to:

- 1) Civil Rights and Fair Housing (24 CFR 570.601),
- 2) Employment and Contracting Opportunities (24 CFR 570.607)
- 3) Architectural Barriers and Americans with Disabilities (24 CFR 570.614)
- 4) Labor Standards (24 CFR 570.603)
- 5) Environmental Requirements (24 CFR 570.604)
- 6) Historic Preservation (24 CFR 570.202(d))
- 7) Floodplain Management (24 CFR 55)
- 8) National Flood Insurance Program (24 CFR 570.605)
- 9) Relocation, Real Property Acquisition, and One-for-One Housing Replacement (24 CFR 570.606)

10) Lead-based Paint (24 CFR 570.608)

11) Procurement requirements (2 CFR 200.317-326)

I. Reservations

- 1) Right to reject, waive or terminate the NOFA. The City reserves the right to amend through addenda, to accept or reject any or all proposals, in whole or in part, and to waive any informality in the NOFA/RFP process, or to terminate the NOFA process at any time, if deemed to be in the best interest of the City. The City reserves the right to fund projects that do not meet these guidelines if it is in the best interest of the City. For example, the City may have to fund another project to meet timeliness requirements imposed by CDBG regulations.
- 2) Right to not award. The City reserves the right not to award, withhold or delay awarding funds to any project even if the project meets the threshold eligibility under the guidelines and the NOFA's requirements.
- 3) Right to retain proposals. The City reserves the right to retain all proposals submitted and not permit their withdrawal, unless authorized in writing by the City, for a period of ninety (90) days following the proposal submission.
- 4) Right to Reject Any Proposal. City reserves the right to reject any proposal, in whole or in part, that does not meet the requirements of this NOFA, including but not limited to, incomplete proposals and proposals offering conflicting or non-requested services.
- 5) Right to Negotiate. The City reserves the right to negotiate terms of agreement.
- 6) No obligation to Compensate. The City shall have no obligation to compensate Applicant for any costs incurred in responding to this solicitation.
- 7) Proposals as Public Records. All proposals in response to this NOFA are public records and available for inspection and copying upon request only after such time as the proposal is recommended for award. Proposers wishing to keep discrete portions of their proposal confidential under applicable provisions of the California Public Records Act and/or related law should indicate with specificity such confidential information in their proposal. If, in the City's sole discretion, the City withholds the confidential information consistent with applicable law in response to a California Public Records Act Request, and, in the event the requester sues the City or threatens to sue the City seeking release of the confidential information, the City may require and the proposer agrees that the proposer requesting non-disclosure shall indemnify, defend, and hold harmless the City from and against all liability and costs relating to the lawsuit or threat of a lawsuit.
- 8) Equal Opportunity. The City is an Equal Opportunity Business Enterprise which promotes competitive solicitations and does not discriminate on the basis of race, color, religion, creed, national origin, sex, disability, age or perceived or actual gender identity, sexual orientation. The City strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit proposals, to participate as partners, or to participate in other

business activity in response to this NOFA.

- 9) Equitable Distribution. The City reserves the right to take additional factors into consideration to ensure that federal, State, and local guidance on fair housing and related equitability issues is followed.

## J. Appeal Process

No applicant shall have the right to appeal a decision relating to another applicant's eligibility, point score, award, denial of award, or any other matter related thereto. The appeal process provided herein applies solely to decisions the City made in this NOFA and does not apply to any decisions made with respect to any previously issued NOFAs, or decisions to be made pursuant to future program NOFAs.

To lodge an appeal, applicant must submit a written appeal by the filing deadline. The appeal should state all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the applicant must provide a detailed reference to the area(s) of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an applicant. Once the written appeal is submitted, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted at [CommunityService@SantaClaraCA.gov](mailto:CommunityService@SantaClaraCA.gov) with the subject line "NOFA Appeal".

Filing Deadline: Appeals must be received no later than five (5) business days from the date the City announces awards. Late appeals will not be reviewed.

It is the City's intent to render a decision in writing within ten (10) business days of the written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the City with respect to the appeal.

## SECTION 2: EVALUATION FACTORS

City staff will review applications and formulate recommendations to be included in the Annual Action Plan. Projects not chosen may be kept in the pipeline for funding in a future round. Applicants may be required to provide additional or clarifying information regarding their application. Some of the items the evaluation process will consider are:

- Consistency with the Consolidated Plan's goals and priorities
- The number of beneficiaries
- Special needs populations served
- Income level(s) of beneficiaries
- The applicant's ability to manage the project
- Cost-effectiveness of the proposed project
- Number of units being rehabilitated (if applicable)

## EVALUATION SCORING CRITERIA

1) Targets Lower Income Residents

51% or more of the beneficiaries are at or below 30% of AMI  
51% or more of the beneficiaries are at or below 50% of AMI  
51% or more of the beneficiaries are at or below 80% of AMI

**HIGH**  
**MEDIUM**  
**LOW**

2) Experience managing capital construction projects

Experience managing construction projects (3+ within last 10 years).  
Experience managing construction projects (2 within the last 10 years).  
Experience managing construction projects (1 within the last 10 years).  
Has not previously managed a construction project

**HIGH**  
**MEDIUM**  
**LOW**  
**ZERO**

3) Itemized Scope of Work

Provide full list scope of works

**HIGH**  
**MEDIUM**  
**MEDIUM**

4) Project Readiness

Provide step by step to show the awarded amount will be spent and construction be completed at least 80-100% by June 30.

**HIGH**

Provide step by step to show the awarded amount will be spent and construction be completed at least 50-80% by June 30.

**MEDIUM**

Provide step by step to show the awarded amount will be spent and construction be completed at least 20-50% by June 30.

**LOW**

Has not provide clear plan that the project complete by June 30.

**ZERO**

5) If project cannot be completed by June 30, 2024, provide a phased breakdown.

6) Project Timeline

Provide reasonable construction timeline  
Construction timeline is not clear

**HIGH**  
**MEDIUM**

7) Estimate Project Cost Reasonable

8) Leveraging of non-City funds

At least 20% of the cost of the project is expected to be funded from non-NOFA funds **HIGH**

At least 10% of the cost of the project is expected to be funded from non-NOFA funds **MEDIUM**

100% of the cost of the project is funded with this NOFA **LOW**

9) Other

Panelists will assess “other factors” such as ratio of funds per beneficiary, populations noted as “highest need” per the Consolidated Action Plan (e.g., homeless, unaccompanied youth, elderly, disabled, domestic violence survivors), shovel-readiness, and preservation of affordable housing.

# General Information for TBRA Administrator Activity (HOME & HOME ARP)

## SECTION 1: GENERAL PROVISIONS

The City of Santa Clara is seeking a single administrator for its Tenant Based Rental Assistance program (TBRA). The HOME TBRA program assists 20-30 homeless households or households that are at risk of homelessness with monthly rental subsidies, rental deposits, and case management services. The HOME funded TBRA program currently prioritizes households with children.

**NOTE:** If the HOME-ARP Plan calls for the City's HOME-ARP funds to be used to assist Qualifying Populations via a TBRA program, the administrator will manage two TBRA programs: one funded by HOME funds targeting households with children and one funded by HOME ARP serving all of the HOME ARP qualified populations.

### A. Funding Source Overview

HOME Investments Partnerships Program (HOME): The HOME Program provides grants to states and localities that communities use – often in partnership with local nonprofit groups – to fund a wide-range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership, or providing direct rental assistance (i.e., Tenant Based Rental Assistance) to low-income households.

Projects must expand or maintain the City's supply of decent, safe, sanitary, and affordable housing for lower income residents. Funds may be used for New Construction, Rehabilitation, Acquisition or Tenant-Based Rental Assistance. For further details, see Federal Regulations 24 CFR Part 92.

HOME-ARP: The HOME-ARP program provides one-time funds and must be used to serve the following qualifying populations (QPs):

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11302\(a\)](#));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11360\(1\)](#));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- In other populations where providing supportive services or assistance under section 212(a) of the Act ([42 U.S.C. 12742\(a\)](#)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability;
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

TBRA is a rapid rehousing program and is designed to act as a “bridge” between housing instability, homelessness, and self-sufficiency. The goal of the program is to assist participants in stabilizing their housing situation with housing search assistance, deposits and monthly rental subsidies. Case

management services are included to help participants connect with social services, get on waitlists for affordable housing, financial budgeting, and employment assistance. The intent is to increase the participant's income so that they may transition to more affordable housing at the end of the program term.

Eligible activities include production or preservation of affordable housing, tenant-based rental assistance (TBRA), supportive services for QPs such as homeless prevention services and housing counseling, or purchase and development of non-congregate shelters. The City will submit an allocation to HUD by 3/31/23. At this time, City staff proposes allocating HOME ARP funds to some or all of the following activities:

- **Tenant Based Rental Assistance and case management for all qualifying populations.**

Actual HOME ARP funding allocations are subject to City Council approval before March 31, 2023, and subsequent HUD approval of the HOME ARP Allocation Plan.

#### **B. Funding Availability**

HOME funds: Approximately \$450,000 per year in HOME funds will be made available for rental subsidies, and deposits. Case management services will be funded from non-HUD funding.

HOME-ARP funds: Approximately \$1,303,488 in one-time monies will be available for the HOME-ARP TBRA program if this specific activity is included in the HOME-ARP Plan. The actual amount is subject to change. HOME ARP funds would fund rental assistance and case management.

The contract with the City is an annual agreement with the option to amend and extend an extra year for up to two years if funding is available. The contract would include both HOME and HOME ARP TBRA programs.

#### **C. Project Location**

Eligible participants may choose to live anywhere within the County of Santa Clara.

#### **D. Administrator Roles**

The roles of the TBRA administrator include, but are not limited to:

1. Coordinate with the county's Office of Supportive Housing to receive referrals of homeless families. **(HOME TBRA only because HOME ARP has different restrictions for client selection.)**
2. Coordinate with schools or other agencies to receive referrals and perform VI-SPDAT or refer applicants to agencies that can perform VI-SPDATs so that the applicants can be entered into the county's homeless queue. **(HOME TBRA only because HOME ARP has different restrictions for client selection)**
3. Design and operate a referral and waitlist process that is open to all HOME ARP qualifying populations. Coordinated Entry will not be used for HOME ARP funded programs. **(HOME ARP TBRA only because HOME ARP has different restrictions for client selection).**
4. Determine income eligibility, enter into a TBRA contract with applicants, and calculate subsidy and utility allowances.

5. Point of contact for property managers/owners for questions, and concerns related to the program and other factors pertinent to the client and their living situation.
6. Housing search services and Housing Quality Standards (HQS) inspections of housing units.
7. Issuance of deposits and subsidies.
8. Create an Exit Plan for clients and provide effective and ongoing case management services to keep them on track on their path to self-sufficiency.
9. Submit monthly invoices to City staff.
10. Complete reports and other program monitoring on time.
11. Complete annual recertifications and unit inspections.
12. Work with the prior TBRA administrators to transfer current TBRA clients. This can include meetings with client and City staff, receiving client approval to transfer case management notes and files, meet with landlords and obtain necessary paperwork (e.g. W9) to issue subsidies.

Review the Attachment 1 TBRA Guidelines) for other program descriptions and roles.

## **SECTION 2: EVALUATION FACTORS/SCORING CRITERIA**

Awarding of the contract will be based on a final score based upon specific Evaluation Factors. The Factors will include: 1) Organizational experience; 2) Front-line staff experience administering TBRA programs and providing case management services; and 3) Proposed budget (i.e., the cost of case management services and general overhead cost.)

The City may also contact other municipalities and agencies your agency has worked with to review performance administering similar programs.

1. Organizational Technical Capacity and Experience (maximum 20 points)
  - a. 5 points: 5-10 years of organizational experience administering a TBRA program.
  - b. 10 points: 10-20 years of organizational experience administering a TBRA program.
  - c. 5 points: 5-10 years of organizational experience performing case management services for homeless households
  - d. 10 points: 10-20 years of organizational experience performing case management services for homeless households.
2. Direct Staff Experience (maximum 30 Points)



- a. Program Manager: Less than one year of experience managing a TBRA program (zero points); 1-5 years (5 points); 5-10 years (10 points)
  - b. Case Manager: Less than one year of case managing homeless families/persons (zero points); 1-3 years (5 points); 3-9 years; 10+ years (10 points)
  - c. Housing Specialist (Housing search and HQS inspection experience): Less than one year of experience (zero points); 1-5 years (5 points); 5+ years (10 points)
3. Budget (maximum 10 Points)
- a. Lowest priced reasonable bid (10 points): The lowest/reasonably priced bid will receive 10 points.
  - b. Within 5% of lowest cost bid (7 points): If your bid is within 10% of the lowest bid, 7 points will be given.
  - c. Higher bids (0 points): If your bid is more than 10% higher than the lowest cost bid, zero points will be given.

### **SECTION 3: POST-AWARD REQUIREMENTS**

If the agency that receives the award is NOT currently under contract to administer the City's TBRA program, the awarded agency must enter into an agreement with the City on July 1, 2023. The awarded agency will then need to work with both agencies that are currently administering the TBRA program to transition all current clients.

If the awarded agency is one of the agencies that is currently administering the City's TBRA program, the awarded agency must begin working with the other administering agency to transition clients (per current contract). City staff will organize a meeting between all parties to begin the process of transitioning current clients to the awarded agency.

### **SECTION 4: COMPLIANCE MONITORING**

The City will perform a desk audit of subsidy calculations and other invoicing on a monthly basis during the review of monthly invoices. At least once per program year, City staff will perform an on-site monitoring visit in which a review of participant files will occur with special attention made to progress of each client's Exit Plan.

The City will perform a desk audit of subsidy calculations and other invoicing on a monthly basis during the review of monthly invoices. At least once per program year, City staff will perform an on-site monitoring visit in which a review of participant files will occur with special attention made to progress of each client's Exit Plan.

#### **1) Section 5: REQUIRED DOCUMENTS 501(c)(3) STATUS**

Provide 501(c)(3) status and certification of good standing.

#### **2) AUDITED FINANCIAL STATEMENTS**

Provide latest audited financial statements, or link to where it can be viewed.

#### **3) DISCLOSURE STATEMENT**

If the firm or any principals thereof have any current, past personal or professional relationship with the City of Santa Clara, please attach a full detailed explanation, including dates, circumstances, and current status.

**4) NON-COLLUSION AFFIDAVIT**

The undersigned party submitting this proposal hereby certifies that such proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham application, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham application, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the application cost of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the application or of that of any Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the application are true; and further, that the Proposer has not, directly or indirectly, submitted his/her application price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, application depository, or to any member or agent thereof, to effectuate a collusive or sham application.

# Reference Materials

## **INSURANCE COVERAGE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

### **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

## WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

## COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

### Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and

except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

## ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

## EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

## EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

EBIX Inc.  
City of Santa Clara [Housing & Community Services]  
Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: [ctSantaClara@ebix.com](mailto:ctSantaClara@ebix.com)

## QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

# **INCOME GUIDELINES**

## **2022 INCOME GUIDELINE SCHEDULE**

<b>Household Size</b>	<b>Extremely Low Income 30%</b>	<b>Very Low Income 50%</b>	<b>Low Income 80%</b>
1	\$35,400	\$59,000	\$92,250
2	\$40,450	\$67,400	\$105,400
3	\$45,500	\$75,850	\$118,600
4	\$50,550	\$84,250	\$131,750
5	\$54,600	\$91,000	\$142,300
6	\$58,650	\$97,750	\$152,850
7	\$62,700	\$104,500	\$163,400
8	\$66,750	\$111,205	\$173,950

Effective: June 15, 2022

*Income limits may be revised before July 1, 2023*

*Note: Presumed benefit populations at the 50% AMI level include: seniors (not senior center based), severely disabled adults, persons living with AIDS, and migrant farmworkers.*

*Presumed benefit populations at the 30% AMI level include: homeless, and abused children.*