REQUEST FOR PROPOSAL

Solicitation #18-050-RFP-0015-1

Hazardous Materials Abatement Consultant II

1815 EGBERT AVENUE
SAN FRANCISCO, CA 94124

June 25, 2018
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Revised February 21, 2017
1 SECTION I - Request for Proposals

1.1 INTRODUCTION

The Housing Authority of the City and County of San Francisco (Authority) is soliciting requests for proposals (RFP) from qualified firms (Contractor) to perform various lead, asbestos and mold (HAZMAT) abatement consultant services. The Authority intends to let firm fixed-price task based contracts to the two most qualified Contractors for its HAZMAT needs, but reserves the right to additional awards if it is advantageous to the Authority. Each award will be for a two (2) year contract with the option to extend for up to three (3), one (1) year extensions.

This procurement will be conducted using the competitive proposal process which will include, but is not limited to a technical evaluation of proposals, interview(s) and negotiations with the top ranking Contractors to promote fairness and competition throughout the procurement process. An evaluation panel will review, evaluate and determine which proposals are responsive and rank them according to the criteria provided within this RFP. The panel’s recommendation will be presented to the Authority’s Board of Commissioners to be considered for a contract. The Authority reserves the right to accept or reject any or all proposals, to waive minor technicalities and informalities and to make an award deemed in its best interest pursuant to the standards of 2 CFR 200.317 - 200.326, the “Procurement”, HUD Handbook 7460.8 REV 2, “Procurement Handbook for Public Housing Authority”, the Authority’s Procurement Policy and Procurement Procedures Manual, State of California and local laws.

This solicitation is subject to the budget and fiscal provisions that the Authority operates under and award of a contract will be subject to funding availability and approval by the Board of Commissioners for the Authority.

1.2 AGENCY INFORMATION

The San Francisco Board of Supervisors established the Authority in 1938. The Authority is the oldest housing authority in California and the 17th largest in the country. Since its inception, the Authority's Conventional Public Housing Department had grown to include over 40 developments located throughout San Francisco and currently has 8 developments after it converted the majority of its properties under the Rental Assistance Demonstration (RAD) process in 2015 and 2016.

In 1974, the Housing Choice Voucher Program (formerly "Section 8") was introduced to the Authority. Over 10,000 individuals and families have been served through the Housing Choice Voucher Program.

The Authority currently services over 20,000 individuals in the following programs:

11,926  Housing Choice Vouchers
1,478 Low-Income Public Housing units (including 608 HOPE VI ACC units)

1.3 SCOPE OF SERVICES

In general, the anticipated tasks for this contract are listed/described below. While the list is not all-inclusive, it provides a general summary of the tasks and requirements expected. A more detailed description of services the Contractor is expected to perform will be developed on a project by project basis. The Authority also requires all work conform to applicable EPA, FED/OSHA, CAL/OSHA, BAAQMD, California Department of Health Services, and The City of San Francisco regulations.

Examples of some specific task assignments that may be requested:

1. Identification of Lead Base Paint (LBP) and Asbestos Contained Materials (ACM) through material surveys.
2. Collection and analysis of samples to evaluate hazards.
3. Conduct LBP and ACM risk assessments and provide the most cost effective remediation options.
4. Modify and expand tenant disclosure and notification of the presence of LBP/ACM and LBP/ACM hazards.
5. Develop, maintain and provide the Authority access to a database repository that organizes the tests, assessments and abatement information and allows for analysis of said data.
6. Assist the Section 8 (HCV) Program to meet HUD rules.
7. Develop abatement plans, related work plans and specifications.
8. Update and/or revise facility Operations and Maintenance (O&M) plans.
10. Update and/or revise facility lead safe work practices.
11. Perform air quality and clearance monitoring.
12. Conduct soil and subsurface investigations.
13. Investigate complaints of exposure to LBP, LBP hazards or exposure to asbestos.
15. Provide asbestos consulting services in support of a LBP project.
16. Conduct training programs.
17. Provide emergency response.

Additional service descriptions can include, but are not limited to the following:

1.3.1 INSPECTION AND ASSESSMENT

The Authority completed an agency wide inspection and assessment of its developments. However, the testing results are often based on statistical
extrapolations and there may be a need to do more component specific testing. In addition, the expansion of State imposed lead based paint and asbestos abatement requirements to all public buildings means that more testing will be needed in other sites such as its senior developments and administrative facilities.

With the passage of time, risk assessment data becomes obsolete due to changing conditions, requiring some of the risk assessments to be updated. Also, the ever-changing occupancies that may increase utilization of the developments by children may require additional risk assessments.

Once lead hazards are assessed or LBP components are identified, the consultant may be asked to provide cost effective remediation/abatement options to eliminate or manage the component/hazard. Interior boiler and soil investigation reports/specs will also be required.

1.3.2 NOTIFICATION AND DISCLOSURE

The EPA Lead Disclosure Form which requires tenant notification of all LBP and LBP hazards will need to be customized and distributed to each family development based on the statutory notification requirements and timetable for implementation, some with future due dates. There may also be new regulations which may impose additional notification obligations. Accordingly, the Contractor may be asked to advise the Authority on notification and disclosure requirements and to assist in developing an appropriate notification documents and/or procedures.

1.3.3 DATA MANAGEMENT SYSTEM

Currently, the Authority tracks the lead testing data, risk assessment results, abated components, clearance results and employee exposure monitoring manually. The Contractor may be asked to develop a data management tool to track, manipulate and report LBP parameters.

The Authority has completed an agency wide inspection and assessment of its developments, offices and facilities. The findings from the screening surveys were extrapolated to other areas in the same development, building or facility. Asbestos priorities were evaluated in accordance with a Decision Tree Assessment developed by an Authority consultant.

For ACM’s, the field and laboratory data are managed by appropriate software program licensed by the San Francisco Department of Public Health. This program is to be compatible by the Authority and other city agencies to track, analyze and report ACM related parameters.
A. During the screening survey, tests were not all inclusive. Therefore specific situations may occur where further testing and assessment may be needed. The Contractor can expect to evaluate potential ACM for content, condition, extent, friability, damage, occupancy, accessibility and utilize data for evaluation and storage.

For the additional asbestos surveys and abatement projects the Contractor is expected to update the approved software in the following manner:

1. Update asbestos quantity estimates, observations and abatement status; and
2. Update companion drawings showing sample locations and results; and
3. Conduct QA/QC review of data files to insure adequate sampling frequency.

B. Recommend abatement strategies based on known renovation plans and visual observations of risks of potential damages and exposures to building users.

C. Evaluate exposures by monitoring the air, when necessary, during normal, maintenance or emergency situations and recommend appropriate exposure control measures.

1.3.4 OPERATIONS AND MAINTENANCE PLANS

The Authority has an Operations and Maintenance Plan Manual (OM Manual) covering most of its operations. The Contractor is required to update the OM Manual to be consistent with new regulations, changes in current practices or additional operations that may need to be included in the OM Manual.

1.3.5 PRE-ABATEMENT ACTIVITIES

The Contractor will assist the Authority with bid preparation and during the evaluation process through the following actions:

A. Prepare abatement specifications, either independently or in cooperation with architect/engineer. The specifications shall, to the greatest extent possible, utilize the format and project forms available in the existing Authority "Asbestos Abatement Master Specification". This will provide consistency with current projects and continuity with past projects.

B. Estimate the cost of remedial action and provide input to the architect/engineer on the preparation of cost estimates because of special considerations such as phasing the abatement in occupied buildings,
special equipment needs, containment requirements and unique analytical demands.

C. Assist the Authority in the preparation of separate comprehensive documents for each project suitable for public bidding and provide a final cost estimate.

D. Participate in pre-bid walks and decide with architect, Authority staff and other contractors exactly how the project will be conducted; clarify the specifications and agree on the procedures, abatement methods, locations and other related issues.

E. Assist with clarifications during the bid process, review specific contract documents for contractor qualifications and evaluate the bid submittals.

F. Insure all regulatory agencies have received proper and timely notification of abatement work and assist Authority staff in planning and conducting resident briefings to notify tenants of abatement plans, relocation proposals (when appropriate), etc.

1.3.6 ASSIST SECTION 8 (HCV) TO MEET HUD RULES

HUD LBP rules have imposed additional hazard evaluation and hazard reduction requirements for properties receiving Section 8 (HCV) assistance. These rules require the following:

A. Conducting a risk assessment
B. Developing a hazard reduction plan
C. Reduction of hazards identified in the assessment
D. Tenant notification of hazard LBP evaluation and reduction activities
E. Revised response to elevated blood lead in children

If and when these proposed change are initiated, the Contractor will be required to assist the HCV Program to develop procedures and staff training to implement these elements.

1.3.7 FACILITY LEAD SAFE WORK PROCEDURES

The Authority has developed for and trained its Central Services Division (Maintenance Operations); however, there is no Operations and Maintenance manual covering these operations. The Contractor will prepare a manual and update existing procedures to be consistent with new regulations or changes in current practices accordingly. This will include additional operations not currently in the manual.
1.3.8 LEAD RELATED WORK PLANS

Lead related work plans refer to any of the three following activities:

A. **Abatement** of LBP components, either as the object of the work or as part of the renovation process. Abatement refers to long term elimination of the LBP hazard by component removal, enclosure, paint removal or encapsulation.

B. **Remediation** of a lead hazards refers to any action intended to eliminate a lead hazard temporarily until abatement can be conducted.

C. **Lead Disturbing Work** refers to any work where abatement or remediation is not the object of the project, but during the work process LBP is disturbed.

The Authority, being subject to the HUD mandate to abate LBP, has pursued an aggressive abatement policy. Risk assessments often show that lead hazards need remediation until full abatement can be conducted at some later date. Also, during the renovation process contractors may inadvertently disturb LBP. Consequently, the Authority is likely to contract for any of these three activities and may require the Contractor to assist in developing abatement, remediation or lead related work plans.

The Contractor will assist the Authority with the bid documents, specification or work plan preparation and during the evaluation process through the following actions:

A. Review previous LBP test data and abatement records to identify effected LBP components.

B. Conduct LBP testing when ambiguity exists or when more information is needed.

C. Develop specifications/work plans, either independently or in cooperation with architect/engineer, to accomplish the desired lead related work. The specifications are expected to include all necessary contractor submittals to conduct the work properly and in conformance with regulatory requirements.

D. Estimate the cost of the lead related work and provide input to the architect/engineer on the preparation of cost estimates and any special considerations such as phasing the lead related work in occupied buildings, special equipment needs, containment requirements and unique analytical demands.

E. Assist the Authority in the preparation of separate comprehensive documents for each project, suitable for public bidding (if needed) and provide a final cost estimate.

F. Participate in a pre-bid walks and provide advice to the architect, Authority staff and contractors how the project should be conducted. The Contractor will clarify the specifications, the desired procedures, lead related work methods, affected components, resident protection measures, waste handling
and related issues.
G. Assist with clarifications during the bid process, by reviewing specific contract documents for contractor qualifications and in evaluating the bid submittals.
H. Insure that all regulatory agencies have received proper and timely notification of abatement work and assist authority staff in planning and conducting resident briefings to notify tenants of lead related work plans, relocation proposals (as required), etc.

1.3.9 ABATEMENT OVERSIGHT

Once the final scope of lead related work is identified and the qualified contractor chosen, the consultant may be asked to provide oversight to ensure conformance with lead related work specifications by:

A. Inspecting the site prior to start of lead related work and during the work operations, as needed, to insure effective containment, properly functioning negative air machines (when in use), that properly qualified employees are being utilized, worker safety and health precautions are followed, employee exposure monitoring is being conducted; appropriate handling, labeling and disposal of waste materials and conformance with the specifications and regulations.
B. Conducting perimeter air and wipe sampling to evaluate effectiveness of containment and document whether a release of a lead hazard has occurred outside the containment.
C. Immediately notifying the contractor and Authority representatives of any problems, work practices deficiencies, and/or failure to comply with the specifications or other situations that may prevent safe and efficient completion of lead related work project.
D. Conducting post-work visual inspections to verify the process was complete and insures all LBP are handled in accordance with specifications. After passing the visual inspection, clearance wipes may be needed to insure the clearance criteria is met before the containment barriers are dismantled.
E. Submitting a complete packet documenting oversight activities prior to the Authority paying the invoice.

1.3.10 SOIL AND SUBSURFACE SURVEYS

A. Lead, is commonly found in San Francisco soils, usually due to past use of leaded gasoline or LBP. At times it is even found in ground water. Elevated levels of lead in soil or water may require remediation. In addition, many construction activities such as foundation preparation, grading, excavating, trenching and landscaping disturb the soil. In anticipation of such events which may require remediation, dust control
for employee protection or prevention of lead migration from the site, the Contractor may be asked to investigate the lead content in the soil and suggest protective actions.

B. Serpentine rock, which is commonly found in San Francisco soils, contains asbestos. Since many construction activities such as foundation preparation, grading, excavating, and trenching disturb this material, there is a possibility of generating asbestos containing dust. In anticipation of such events which may require dust control either for employee protection or to mitigate exposure to the public, the Contractor may be asked to investigate the asbestos content in the soil and suggest protective actions.

1.3.11 EXPOSURE INVESTIGATION

On occasion the Authority receives inquiries about possible exposure to asbestos that requires an in depth investigation, possibly even air monitoring. The Contractor is expected to visit the site within 48 hours and conduct an investigation to confirm exposure. The investigation report shall describe the event, discuss the exposure and suggest corrective actions as needed.

1.3.12 EMERGENCY RESPONSE

In the unlikely event that an ACM release contaminates an area that cannot be left vacant for an extended period (24 hours) the Contractor is required to be available on short notice and able to respond within four hours with trained staff and appropriate sampling equipment to assist in evaluating the hazard as soon as possible and conducting clearance monitoring prior to re-occupancy.

1.3.13 TRAINING AND EDUCATION

The Contractor may be asked to develop and present training curricula for occupants and/or personnel working in buildings where asbestos or lead paints are found.

A. A one to two hour information session for occupants of buildings or employees not expected to be exposed to ACM. The training will include an overview of asbestos hazards, precautions, a discussion of Authority procedures and a review of the building ACM survey findings.

B. Training for custodial and maintenance workers who contact but do not disturb asbestos whose work involves cleaning dust and debris that may contain a small amount of ACM. The program should be equivalent to the two hour asbestos awareness training required in schools under AHERA.

C. Training for floor layers or laborers for removal of asbestos containing floor
tile and mastic. The eight hour training must cover the required elements specified for Class II, floor tile and mastic removal, in 29 CFR 1926. 1101.

The Authority shall provide a knowledgeable person to coordinate the Authority’s activities and staff with the Contractor.

The Contractor’s employees’ must always conduct themselves professionally and reflect in a positive way on behalf of the Authority. Contractor shall be responsible for the actions and work of its personnel at all times. The Authority reserves the right to reject Contractor’s employees who, in the Authority’s opinion, are not qualified to perform the work.

The Authority’s administrative work hours are Monday through Friday, 8:00 AM through 5:00 PM, but may be revised as necessary for business reasons. Contractor shall provide all labor, materials, supervision, tools, transportation, and equipment necessary for Hazardous Materials Abatement Consultant Services.

1.4 PRICING

A “Fee Schedule” form (located in Section 2.9) shall be completed and included as per the submission instructions in Section 1.7 of this RFP. The “Fee Schedule” shall contain the hourly rate(s) for the Contractor’s staff positions and/or any flat rates being offered/propose.

1.5 SUBMITTAL DEADLINE

This request for proposals is available electronically by contacting the Chief Procurement Officer, Solomon Gebala, at gebalas@sfha.org. Interested respondents that receive the RFP directly from the Authority will be placed on an Interested Parties List (IPL) and will receive updates and addendums to the RFP as they become available.

Interested respondents shall submit one (1) proposal marked “Original”, four (4) proposals marked “Copy”, and one (1) copy of the proposal in an electronic storage device such as CD or USB drive. Proposal shall be delivered in a sealed envelope or box prior to 2:00 PM on July 20, 2018.

The proposals shall be prepared in such a way that it allows for an efficient evaluation by the Authority. The proposals shall be:

1. Prepared on 8 ½ x 11 white paper utilizing one inch margins
2. Shall be properly bound.
3. Tabbed between sections
4. Delivered in sealed envelopes/boxes clearly labeled with the RFP Number, RFP name and the name of the submitting firm.

Proposals must be addressed and delivered to:

San Francisco Housing Authority  
1815 Egbert Avenue  
San Francisco, CA 94124  
Attn: Procurement/Contracts Department

The deadline for submitting questions for this solicitation is July 13, 2018 by 2:00 PM  
All questions must be submitted in writing to procurement@sfha.org.

Pre-Bid Conference – A pre-bid conference is not scheduled for this solicitation at this time.

1.6 TECHNICAL EVALUATIONS

Organization:

Each proposal shall be organized as outlined below. Page separators and tabs must clearly identify each section to facilitate quick reference and comparison to the material submitted by the proposers.

Provide the following submittal requirements in a separate package marked "TECHNICAL FACTORS".

TAB 1. FIRM'S EXPERIENCE & PAST PERFORMANCE

Provide a brief narrative of the primary firm and any sub-contractor proposed in the response. You must provide the following:

1) Name of firm  
2) Ownership type  
3) Year established  
4) Office/Store locations  
5) Number of employees  
6) Description of firm’s core business lines and any other lines of business  
7) Principals  
8) Licensing and Bonding

Demonstrate your firm's experience in jobs similar in scope and complexity as described in the solicitation within the last three years. Demonstrate your firm’s experience in working with other agencies similar in size to that of the Authority. Describe the experience of the individuals to be employed in this effort.
TAB 2. FIRM’S MANAGEMENT AND APPROACH
Describe your firm’s management methodologies and approach to the scope of work.

Describe your firm’s approach for communication between the firm and the Authority Staff.

Describe your firm’s reporting capabilities. What standard reports are available and can custom reports be created? Are secure online reports available? Can your firm’s system connect/integrate to other systems?

TAB 3. EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL
The proposal must contain information demonstrating the organizational structure and qualifications of Contractor’s key personnel including relevant experience in the field of discipline. The proposal may include subcontractors/consultants.

The Authority reserves the right to approve or decline any proposed, or during contract term, Key Personnel.

TAB 4. MBE/WBE PROGRAMS
Provide a detailed plan of how your company intends to meet the Authority's Affirmative Action Program and outreach for MBE/WBE.

TAB 5. SECTION 3 COMPLIANCE EFFORTS
Provide a detailed plan on your strategy for complying with Section 3 requirements. Section 3 compliance can be satisfied through either the hourly hire component or Section 3 Scholarship fund.

TAB 6. ADDITIONAL VENDOR PROVIDED INFORMATION
This section is reserved for vendors to provide additional information that may interest the Authority or further enhance the evaluation of any criteria. Please state the evaluation criteria for which the information is being submitted. Examples include: awards, recognitions, letters of appreciation, customer surveys, letters of recommendation, issue and resolution examples, previous Section 3 compliance, etc.

TAB 7. CERTIFICATIONS/ACKNOWLEDGEMENT
a. Submit a complete FORM HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract (SECTION II-Form A).
b. Submit a certified statement for non-debarment, suspension, or prohibition from professional practice by any Federal, State, or Local Agency. The statement shall read: "This is to certify that (Firm’s Name) involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency."
c. Certify that you acknowledge and will adhere to the Immigration and Naturalization Act.
TAB 8. AFFIRMATIVE ACTION FORMS
   a. MBE/WBE Participation (SECTION II – 2.3)
   b. Section 3 Estimated Project Work Force Breakdown (SECTION II – 2.4)
   c. FORM 1, Work Force on This Job and FORM 2, Permanent Work Force
      (SECTION II – 2.5 & 2.6)

TAB 9. REFERENCES
   Provide the following reference information for last 5 clients
   a. Firm/Company
   b. Contact Name
   c. Address
   d. Phone Number
   e. Email Address

1.7 COST PROPOSAL EVALUATIONS

Provide the following submittal requirements in a separate package marked “FEE SCHEDULE”. The Fee Schedule must comply with the requirements outlined in section 1.4 of this RFP. Attach additional pages if necessary. Any pertinent documents related to cost should be included in the package.

The Contractor will be responsible for all costs and charges incurred for materials for the services specified in the Section 1.3 Scope of Services.

NOTE: SUBMIT YOUR FEE SCHEDULE IN A SEPARATE SEALED ENVELOPE LABELED WITH YOUR FIRM’S NAME, SOLICITATION NAME, NUMBER AND “PRICE/FLAT RATE SCHEDULE”

1.8 PROPOSAL EVALUATION CRITERIA/SELECTION PROCESS

In determining the lowest responsive and responsible offer, the Authority will consider a variety of factors that may include, but is not limited to price, compliance with the RFP requirements, delivery requirements, suitability of product, maintenance and operations costs, warranties, availability of supplies, past performance of the Contractor and other factors contributing to the overall costs (both direct and indirect), related to the supplies/service, compliance to the Authority’s MBE/WBE policies and goals, Section 3 Compliance, etc. The Authority may award contracts to the most responsive and responsible vendor that provides the “Best Value” to the Authority. Compensation shall be paid based upon the actual quantities of services and supplies received by the Authority. If unable to award as a package, the Authority will evaluate each proposal and may award alternate awards.
Proposals will be ranked from the highest to lowest points scored taking into consideration the proposal content, other technical factors, references etc. The Authority will engage the highest ranked contractor to establish the terms for a contract. If it is unsuccessful in establishing a tentative contract, the Authority will move to the next highest qualifying contractor, so on and so forth until it exhausts all qualified contractors.

The evaluation process will consist of the following steps:

1. **Written Proposals:** All proposals submitted for consideration will be reviewed and evaluated by an evaluation committee. The Authority may reject any or all proposals. Proposals will be evaluated by a committee of the Authority’s staff based on the following weighting scale:

   A. Firms Experience and Past Performance 20%
   B. Experience and Qualifications of Key personnel 20%
   C. Pricing 50%
   D. MBE/WBE Participation 5%
   E. Section 3 Compliance Strategy 5%

   Total 100%

In evaluating proposals, the combined evaluation factors for Firms Experience and Past Performance and Experience and Qualifications of Key Personnel, is *less* than price.

   Evaluation Scale: 90% - 100% Excellent
   80% - 89% Good
   70% - 79% Average
   60% - 69% Poor
   0% - 59% Very Poor

   Minimum Qualifying Score: 70%

2. **Interviews:** The Authority shall evaluate all proposals based on the evaluation factors listed above and may conduct presentations/interviews with those contractors in the qualifying competitive range.

3. **Selection:** All applicants invited to participate in the oral interviews will be ranked after the interview process and the Authority may conduct negotiations with firms in the competitive range. The Authority will enter into an Agreement with the firm providing the “Best Value” to the Authority.
1.9 PROTEST PROCEDURES

1. PROTEST OF AWARD: Any Contractor, person or responder (Protestor) who disputes the decision to award an Agreement or who has been adversely affected by a decision of intended or actual purchase award may file a written notice of protest with the Contracting Officer of the Authority.

2. FILING THE PROTEST: The Protestor must file his protest in writing within ten (10) calendar days of the date of the letters of award of contract or the notification to unsuccessful respondents.

3. CONTENT OF FORMAL WRITTEN NOTICE: The formal written notice must be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:

   A. The name and address of the Protestor filing the protest and an explanation of how their substantial interests have been affected by the Authority’s notice of the intended or of actual purchase award;

   B. A statement of how and when the Protestor filing the protest received notice of the bid solicitation or notice of intended or actual award;

   C. A statement of all issues of disputed material facts. If there is none, the protest must so indicate;

   D. A concise statement of the ultimate facts alleged, as well as the Authority’s policies which entitle the Protestor filing the protest to relief;

   E. A demand for relief to which the Protestor deems themselves entitled; and

   F. Any other information which the Protestor contends is material.

4. RESPONSE TO PROTEST: Upon receipt of a notice of protest that has been timely filed, the solicitation process or award process will be stopped until the protest is resolved. The Authority, if it deems necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency basis without the above mentioned delay in order to avoid immediate and serious danger to health, safety, or welfare. This written determination will specifically detail the facts underlying the Authority’s decision and will constitute final action.

5. RESOLUTION: The Authority may request such other information pertaining to the matter as deemed appropriate. Within ten (10) days of the date of receipt of the written protest, the Authority will notify the Protestor making the protest of its decision.
1.10 CONTRACT REQUIREMENTS

The Contractor(s) selected for this effort must be fully qualified to perform the services described above. The selected Contractor(s) must also comply with the following Authority requirements:

1. **CONTRACT:** Signing of the “Solicitation, Offer, and Award” by the Contractor and the Contracting Officer incorporated with the terms, conditions and clauses in this Proposal.

2. **SCHEDULE OF PROJECT(S):** The selected Contractor shall provide the required services and shall complete the assigned project activities in the agreed to time period.

3. **INSURANCE:** The selected Contractor shall maintain in full force and effect during the entire Contract term the Insurance requirements as described in the RFP (SECTION III – 3.4, 11 – Insurance).

4. **DRUG-FREE WORK PLACE:** The selected Contractor must comply with the Federal Drug – Free Work Place Act.

5. **SECURITY BADGE IDENTIFICATION REQUIREMENT:** All employees of the selected Contractor will be required to obtain and wear security badges while on all Authority properties. The badges can be obtained from the Human Resources Department at 1815 Egbert Avenue, San Francisco, CA 94124. The Authority will charge a minimal fee, not-to-exceed $5.00 per badge. Badges must be obtained prior to commencing work on any Authority site.

6. **EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS, SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968.**

7. **EQUAL EMPLOYMENT OPPORTUNITY:** The selected Contractor and all its subcontractors shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

8. **MBE/WBE STATUS:** The Authority has established a goal to maximize the use of Minority Business Enterprise (MBE) and Women Business Enterprises (WBE) in all contracting efforts. The selected Contractor and its subcontractors shall make every effort to perform outreach to and utilize such firms in this Project.

9. **ANTI-KICKBACK ACT:** The selected Contractor and all its subcontractors shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 276c) as supplemented in U. S. Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contract sub-grantee shall be prohibited for inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled. The selected Contractor and all its subcontractors shall report all suspected or reported violations to the Authority.
10. **SAN FRANCISCO HOUSING AUTHORITY AFFIRMATIVE ACTION POLICIES & GUIDELINES:** The selected Contractor and all its subcontractors shall comply with the requirements of the Authority's Affirmative Action Policies & Guidelines. (San Francisco Housing Authority Summary of Affirmative Action Guidelines; SECTION III – 3.3)

11. **SUBCONTRACTOR REQUIREMENTS:** The selected Contractor shall assure that its sub-contractors comply with all applicable HUD regulations, and the Authority requirements.

12. **INCORPORATION:** All requirements of the Request for Proposals and the representations made in the proposal that are not in conflict with provisions the Contract shall be incorporated by reference and made an integral part of the Contract as though fully set forth.

13. **RETENTION AND INSPECTION OF RECORDS:** Access shall be given by the selected Contractor to the Authority, HUD or any of their duly authorized representatives to any books, documents, papers, and records of the selected Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Authority has made final payment and all other pending matters are closed.

14. **CONFIDENTIALITY:** Selected Contractor will have access to personal information of individuals. This information must remain confidential at all times and may not be shared with any third parties, sold to any third parties or reported to any third parties.
2 SECTION II – Forms Required at Submission
2.1 FORM – SOLICITATION, OFFER AND AWARD
Housing Authority of the City and County of San Francisco  
Solicitation #18-050-RFP-0015-1 
Hazardous Materials Abatement Consultant II

SOLICITATION, OFFER AND AWARD  
(Complete shaded areas and include with your submission)

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Solicitation Number</th>
<th>Type of Solicitation</th>
<th>Date Issued</th>
<th>PR #</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>#18-050-RFP-0015-1</td>
<td>RFP: X IFB:</td>
<td>06/25/2018</td>
<td>#20696</td>
</tr>
</tbody>
</table>

Issued by:  
Address Offer to (if other than issuing office)

Housing Authority of the City and County of San Francisco  
Procurement/Contracts Department  
1815 Egbert Avenue  
San Francisco, CA 94124

Point of Contact:  
E-mail address:

Solomon Gebala  
gebalas@sfgov.org  
Tel: 415-715-3123

In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item delivered at the designated points (s), within the time specified in the schedule.

Prompt Payment Discount (if offered):  
10 Calendar days: ____________________%  
20 Calendar days: ____________________%

Acknowledgement of Amendments:

<table>
<thead>
<tr>
<th>Amendment No.</th>
<th>Date</th>
<th>Amendment No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated.

The offeror understands that by signing below, the bid is binding upon acceptance, award and signed by the Authority. Offeror understands there is to be no communications with any SFHA staff member, persons or entities associated with this solicitation who may have influence over the award process. Offeror is only allowed to communicate with the SFHA Procurement staff or person(s) specifically identified in the solicitation. If Offeror receives communication from any such party as described herein, Offeror is to report to SFHA Procurement immediately.

NAME, ADDRESS & EMAIL OF OFFEROR (Type or Print)

NAME & TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

FEDERAL TAX ID NUMBER

TELEPHONE NUMBER

SIGNATURE

OFFER DATE:

AWARD (to be completed by SFHA)

AWARD AMOUNT:

<table>
<thead>
<tr>
<th>SFHA Legal Department (Print Name)</th>
<th>Approved to form by Legal: (Signature)</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Contracting Officer

Signature

Award Date:
2.2 FORM – HUD 5369 C

Certifications and Representations of Offerors Non-Construction Contract
U.S. Department of Housing OMB Approval No: 2577-0180 (exp. 7/30/96)
1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

(a) [ ] is, [ ] is not a small business concern. “Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. “Women-owned,” as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

[ ] Black Americans  [ ] Asian Pacific Americans
[ ] Hispanic Americans  [ ] Asian Indian Americans
[ ] Native Americans  [ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeree certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeree or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeree, directly or indirectly, to any other bidder/offeree or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeree to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

(1) Is the person in the bidder/offeree’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeree’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeree’s organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

__________________________
Signature & Date:

__________________________
Typed or Printed Name:

__________________________
Title:
2.3 FORM – MBE/WBE PARTICIPATION
MBE/WBE PARTICIPATION

NAME OF OFFEROR:

The policy of the San Francisco Housing Authority and the United States Department of Housing and Urban Development is to take positive steps to maximize the utilization of minority-and woman-owned business enterprises (MBE/WBEs)* in all contract activity administered by the San Francisco Housing Authority. The San Francisco Housing Authority encourages contractors to meet a 20% contract amount participation level. A MBE/WBE prime contractor or any subcontractors or suppliers may be applied to meet the goal.

This form must be submitted WITH CONTRACTOR'S PROPOSAL and should be completed for all modifications to these contracts. All MBE/WBE prime contractors, individuals, joint venture partners, subcontractors, suppliers and any other vendors participating in the project must be listed.

J/P/S: Indicate if MBE/WBE is Joint Venture Partner, Prime, or Subcontractor

<table>
<thead>
<tr>
<th>J/P/S</th>
<th>MBE/WBE CONTRACTOR/SUBCONTRACTOR VENDOR NAME, ADDRESS, TELEPHONE NUMBER AND CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER</th>
<th>SERVICES TO BE PERFORMED</th>
<th>AMOUNT OF PROPOSED CONTRACT/SUBCONTRACT</th>
<th>% OF TOTAL BID PRICE</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

TOTAL MBE & WBE PARTICIPATION

A minority-or women-owned business enterprise (MBE/WBE) means an entity owned and controlled by minority group persons or women, as the context requires, by at least a 51% majority.

Signature of Authorized Representative

Date

Revised February 21, 2017
2.4 FORM – SECTION 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN
### SECTION 3

**ESTIMATED PROJECT WORK FORCE BREAKDOWN**

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>TOTAL ESTIMATED NEW POSITIONS NEEDED FOR PROJECT</th>
<th>NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
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</tr>
<tr>
<td>Professional</td>
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</tr>
<tr>
<td>Technical</td>
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<tr>
<td>Office/Clerical</td>
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</tr>
<tr>
<td>Others</td>
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<td></td>
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<tr>
<td><strong>TRADE:</strong></td>
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<td></td>
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<tr>
<td>Journeymen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainees</td>
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<td></td>
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<tr>
<td>Others</td>
<td></td>
<td></td>
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<tr>
<td><strong>TRADE:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journeymen</td>
<td></td>
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<tr>
<td>Apprentices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section 3 Resident**

Individual residing within the Section 3 area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area (MSA) or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

**NOTE:** This document must be submitted with bid documents.

---

Company ____________________

Project Name ________________

Project Number ______________

Person Completing Form ________

Date _______________________

---

Rev 01.21.2017

---

Revised February 21, 2017
2.5 FORM 1 – WORK FORCE ON THIS JOB
| CRAFT MALE EMPLOYEES: | | CRAFT FEMALE EMPLOYEES: | |
|------------------------|------------------------|------------------------|
|                        | HISPANIC                | BLACK                  | AMERICAN                | DISABLED                |
|                        | ASIAN                  |                         | CAUCASIAN              |                         |
|                        | PACIFIC                |                         |                         |                         |
|                        | ISLANDER               |                         |                         |                         |
|                        | INDIAN                 |                         |                         |                         |
|                        | NOT WHITE              |                         |                         |                         |
|                        | WHITE                  |                         |                         |                         |
| Administrative         |                        |                         |                         | Administrative          |
| Supervisory            |                        |                         |                         | Supervisory             |
| Clerical               |                        |                         |                         | Clerical                |
| Foreman                |                        |                         |                         | Foreman                 |
| Journeymen/Mechanics   |                        |                         |                         | Journeymen/Mechanics    |
| Helpers                |                        |                         |                         | Helpers                 |
| Apprentices            |                        |                         |                         | Apprentices             |
| Foremen                |                        |                         |                         | Foremen                 |
| Journeymen/Mechanics   |                        |                         |                         | Journeymen/Mechanics    |
| Helpers                |                        |                         |                         | Helpers                 |
| Apprentices            |                        |                         |                         | Apprentices             |
| Foremen                |                        |                         |                         | Foremen                 |
| Journeymen/Mechanics   |                        |                         |                         | Journeymen/Mechanics    |
| Helpers                |                        |                         |                         | Helpers                 |
| Apprentices            |                        |                         |                         | Apprentices             |
| TOTALS                 |                        |                         |                         | TOTALS                  |

NOTE: Please Identify a Public Housing Resident with an Asterisk (*)
2.6 FORM 2 – PERMANENT WORK FORCE
# FORM 2 - PERMANENT WORK FORCE

**NOTE:** Please Identify a Public Housing Resident with an Asterisk (*)

<table>
<thead>
<tr>
<th>CRAFT MALE EMPLOYEES:</th>
<th>CRAFT FEMALE EMPLOYEES:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HISPANIC</strong></td>
<td><strong>HISPANIC</strong></td>
</tr>
<tr>
<td><strong>NOT</strong></td>
<td><strong>NOT</strong></td>
</tr>
<tr>
<td><strong>WHITE</strong></td>
<td><strong>WHITE</strong></td>
</tr>
<tr>
<td><strong>ASIAN</strong></td>
<td><strong>ASIAN</strong></td>
</tr>
<tr>
<td><strong>PACIFIC</strong></td>
<td><strong>PACIFIC</strong></td>
</tr>
<tr>
<td><strong>ISLANDER</strong></td>
<td><strong>ISLANDER</strong></td>
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<td><strong>BLACK</strong></td>
<td><strong>BLACK</strong></td>
</tr>
<tr>
<td><strong>AMERICAN</strong></td>
<td><strong>AMERICAN</strong></td>
</tr>
<tr>
<td><strong>INDIAN</strong></td>
<td><strong>INDIAN</strong></td>
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<tr>
<td><strong>DISABLED</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Administrative</th>
<th>Administrative</th>
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</thead>
<tbody>
<tr>
<td>Supervisory</td>
<td>Supervisory</td>
</tr>
<tr>
<td>Clerical</td>
<td>Clerical</td>
</tr>
<tr>
<td>Foreman</td>
<td>Foreman</td>
</tr>
<tr>
<td>Journeymen/Mechanics</td>
<td>Journeymen/Mechanics</td>
</tr>
<tr>
<td>Helpers</td>
<td>Helpers</td>
</tr>
<tr>
<td>Apprentices</td>
<td>Apprentices</td>
</tr>
<tr>
<td>Foremen</td>
<td>Foremen</td>
</tr>
<tr>
<td>Journeymen/Mechanics</td>
<td>Journeymen/Mechanics</td>
</tr>
<tr>
<td>Helpers</td>
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<tr>
<td>Apprentices</td>
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<td>Foremen</td>
<td>Foremen</td>
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<tr>
<td>Journeymen/Mechanics</td>
<td>Journeymen/Mechanics</td>
</tr>
<tr>
<td>Helpers</td>
<td>Helpers</td>
</tr>
<tr>
<td>Apprentices</td>
<td>Apprentices</td>
</tr>
</tbody>
</table>

**TOTALS**

**TOTALS**
2.7 FORM – IMMIGRATION AND NATURALIZATION ACT
ACKNOWLEDGEMENT TO ADHERE TO THE

IMMIGRATION AND NATURALIZATION ACT

This is to acknowledge _____________________________ has read
(Firm’s Name)

and will adhere to the Immigration and Naturalization Act. I have made this information

available to all subcontractors participating in this project.

US CODE: Title 8,1324. Bringing in and harboring certain aliens

_____________________________________
Signature

_____________________________________
Date
§ 1324. Bringing in and harboring certain aliens

(a) Criminal penalties

(1) (A) Any person who—

(i) knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;

(ii) knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;

(iii) knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

(iv) encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law;

(v) (I) engages in any conspiracy to commit any of the preceding acts, or

(II) aids or abets the commission of any of the preceding acts,

shall be punished as provided in subparagraph (B).

(B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—

(i) in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;

(ii) in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;

(iii) in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and

(iv) in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.

(C) It is not a violation of clauses 1 (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or
organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs—

(A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or

(B) in the case of—

(i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,

(ii) an offense done for the purpose of commercial advantage or private financial gain, or

(iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3) (A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who—

(i) is an unauthorized alien (as defined in section 1324a (h)(3) of this title), and

(ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if—

(A) the offense was part of an ongoing commercial organization or enterprise;

(B) aliens were transported in groups of 10 or more; and

(C) (i) aliens were transported in a manner that endangered their lives; or

(ii) the aliens presented a life-threatening health risk to people in the United States.

(b) Seizure and forfeiture

(1) In general

Any conveyance, including any vessel, vehicle, or aircraft, that has been or is being used in the commission of a violation of subsection (a) of this section, the gross proceeds of such violation, and any property traceable to such conveyance or proceeds, shall be seized and subject to forfeiture.

(2) Applicable procedures

Seizures and forfeitures under this subsection shall be governed by the provisions of chapter 46 of title 18 relating to civil forfeitures, including section 981(d) of such title, except that such duties as are imposed upon the Secretary of the Treasury under the customs laws described in that section shall be performed by such officers, agents, and other persons as may be designated for that purpose by the Attorney General.

(3) Prima facie evidence in determinations of violations
In determining whether a violation of subsection (a) of this section has occurred, any of the following shall be prima facie evidence that an alien involved in the alleged violation had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law:

(A) Records of any judicial or administrative proceeding in which that alien’s status was an issue and in which it was determined that the alien had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law.

(B) Official records of the Service or of the Department of State showing that the alien had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law.

(C) Testimony, by an immigration officer having personal knowledge of the facts concerning that alien’s status, that the alien had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law.

(c) Authority to arrest

No officer or person shall have authority to make any arrests for a violation of any provision of this section except officers and employees of the Service designated by the Attorney General, either individually or as a member of a class, and all other officers whose duty it is to enforce criminal laws.

(d) Admissibility of videotaped witness testimony

Notwithstanding any provision of the Federal Rules of Evidence, the videotaped (or otherwise audiovisually preserved) deposition of a witness to a violation of subsection (a) of this section who has been deported or otherwise expelled from the United States, or is otherwise unable to testify, may be admitted into evidence in an action brought for that violation if the witness was available for cross examination and the deposition otherwise complies with the Federal Rules of Evidence.

(e) Outreach program

The Secretary of Homeland Security, in consultation with the Attorney General and the Secretary of State, as appropriate, shall develop and implement an outreach program to educate the public in the United States and abroad about the penalties for bringing in and harboring aliens in violation of this section.

Footnotes

1 So in original. Probably should be “clause”.

References in Text

The Federal Rules of Evidence, referred to in subsec. (d), are set out in the Appendix to Title 28, Judiciary and Judicial Procedure.

Amendments


2000—Subsec. (b). Pub. L. 106–185 inserted heading and amended text of subsec. (b) generally, substituting present provisions for provisions relating to conveyances subject to seizure and forfeiture, exceptions, officers and authorized persons, disposition of forfeited conveyances, and suits and actions.


Subsec. (a)(1)(A)(v). Pub. L. 104–208, § 203(b)(1), which directed the amendment of subsec. (a)(1)(A) by adding cl. (v) at end, was executed by adding cl. (v) after cl. (iv), to reflect the probable intent of Congress.

Subsec. (a)(1)(B)(i). Pub. L. 104–208, § 203(a), (b)(2)(A), inserted “or (v)" in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain” after “subparagraph (A)(i)".

Subsec. (a)(1)(B)(ii). Pub. L. 104–208, § 203(b)(2)(B), substituted “(iv), or (v)" for “(iv)”, and substituted “or (iv)” for “or (iv)”, respectively.

Subsec. (a)(1)(B)(iii), (iv). Pub. L. 104–208, § 203(b)(2)(C), (D), substituted “(iv), or (v)” for “or (iv)”, respectively.

Subsec. (a)(2). Pub. L. 104–208, § 203(d), substituted “for each alien in respect to whom a violation of this paragraph occurs” for “for each transaction constituting a violation of this paragraph, regardless of the number of aliens involved” in introductory provisions.

Subsec. (a)(2)(B). Pub. L. 104–208, § 203(b)(3), in concluding provisions, substituted “be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years,” for “be fined in accordance with title 18 or in the case of a violation of subparagraph (B)(ii), imprisoned not more than 10 years, or both; or in the case of a violation of subparagraph (B)(i) or (B)(iii), imprisoned not more than 5 years, or both...”

Subsec. (a)(2)(B)(i). Pub. L. 104–208, § 203(c), amended cl. (i) generally. Prior to amendment, cl. (i) read as follows: “a second or subsequent offense,”.


1994—Subsec. (a)(1). Pub. L. 103–322, § 60024(1)(F), as amended by Pub. L. 104–208, § 671(a)(1), substituted “shall be punished as provided in subparagraph (B)” for “shall be fined in accordance with title 18, United States Code, or imprisoned not more than five years, or both, for each alien in respect to whom any violation of this paragraph occurs” in concluding provisions.

Pub. L. 103–322, § 60024(1)(A)–(E), (G), designated existing provisions of par. (1) as subpar. (A) of par. (1), redesignated subpars. (A) to (D) of former par. (1) as cls. (i) to (iv), respectively, of subpar. (A), and added subpar. (B).

Subsec. (a)(2)(B). Pub. L. 103–322, § 60024(2), in concluding provisions, substituted “or in the case of a violation of subparagraph (B)(ii), imprisoned not more than 10 years, or both; or in the case of a violation of subparagraph (B)(i) or (B)(iii), imprisoned not more than 5 years, or both.” for “or imprisoned not more than five years, or both”.

1988—Subsec. (a)(1). Pub. L. 100–525, § 2(d)(1), in closing provisions substituted “or imprisoned” for “imprisoned” and “this paragraph” for “this subsection”.


1986—Subsec. (a). Pub. L. 99–603, § 112(a), amended subsec. (a) generally. Prior to amendment, subsec. (a) read as follows: “Any person, including the owner, operator, pilot, master, commanding officer, agent, or consignee of any means of transportation who—

“(1) brings into or lands in the United States, by any means of transportation or otherwise, or attempts, by himself or through another, to bring into or land in the United States, by any means of transportation or otherwise;

“(2) knowing that he is in the United States in violation of law, and knowing or having reasonable grounds to believe that his last entry into the United States occurred less than three years prior thereto, transports, or moves, or attempts to transport or move, within the United States by means of transportation or otherwise, in furtherance of such violation of law;

“(3) willfully or knowingly conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, in any place, including any building or any means of transportation; or

“(4) willfully or knowingly encourages or induces, or attempts to encourage or induce, either directly or indirectly, the entry into the United States of—
any alien, including an alien crewman, not duly admitted by an immigration officer or not lawfully entitled to enter or reside within the United States under the terms of this chapter or any other law relating to the immigration or expulsion of aliens, shall be guilty of a felony, and upon conviction thereof shall be punished by a fine not exceeding $2,000 or by imprisonment for a term not exceeding five years, or both, for each alien in respect to whom any violation of this subsection occurs. Provided, however, That for the purposes of this section, employment (including the usual and normal practices incident to employment) shall not be deemed to constitute harboring."

Subsec. (b)(1). Pub. L. 99–603, § 112(b)(1), (2), substituted "has been or is being used" for "is used" and "seized and subject to" for "subject to seizure and" in provisions preceding subpar. (A).

Subsec. (b)(2). Pub. L. 99–603, § 112(b)(3), inserted "or is being" after "has been".

Subsec. (b)(3). Pub. L. 99–603, § 112(b)(4), substituted "property" for "conveyances".


Subsec. (b)(5). Pub. L. 99–603, § 112(b)(7)–(9), as amended by Pub. L. 100–525, § 2(d)(2)(B), substituted "except that" for "Provided, That" in provisions preceding subpar. (A), substituted "had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law" for "was not lawfully entitled to enter, or reside within, the United States wherever appearing, inserted "or of the Department of State" in subpar. (B), and substituted "had not received prior official authorization to come to, enter, or reside in the United States or that such alien had come to, entered, or remained in the United States in violation of law" for "was not entitled to enter, or reside within, the United States" in subpar. (C).

1981—Subsec. (b). Pub. L. 97–116 strengthened the seizure and forfeiture authority by striking out the "innocent owner" exemption and merely requiring the Government to show probable cause that the conveyance seized has been used to illegally transport aliens, which when demonstrated, shifts the burden of proof to the owner or claimant to show by a preponderance of the evidence that the conveyance was not illegally used, by relieving the Government of the obligation to pay any administrative and incidental costs incurred by a successful claimant provided probable cause for the original seizure was demonstrated, and by striking out the requirement that the Government satisfy any valid lien or third party interest in the conveyance without expense to the interest holder by providing the lienholders interest be satisfied only after costs associated with the seizure have been deducted.

1978—Subsecs. (b), (c). Pub. L. 95–582 added subsec. (b) and redesignated former subsec. (b) as (c).

Effective Date of 2000 Amendment
Pub. L. 106–185, § 21, Apr. 25, 2000, 114 Stat. 225, provided that: "Except as provided in section 14 (c) [set out as an Effective Date note under section 2466 of title 28, Judicature and Judicial Procedure], this Act [see Short Title of 2000 Amendment note set out under section 981 of Title 18, Crimes and Criminal Procedure] and the amendments made by this Act shall apply to any forfeiture proceeding commenced on or after the date that is 120 days after the date of the enactment of this Act [Apr. 25, 2000]."

Effective Date of 1996 Amendment
Section 203(f) of div. C of Pub. L. 104–208 provided that: "This section [amending this section and enacting provisions set out as a note under section 994 of Title 28, Judicature and Judicial Procedure] and the amendments made by this section shall apply with respect to offenses occurring on or after the date of the enactment of this Act [Sept. 30, 1996]."


Effective Date of 1988 Amendment

Effective Date of 1981 Amendment
Abolition of Immigration and Naturalization Service and Transfer of Functions

For abolition of Immigration and Naturalization Service, transfer of functions, and treatment of related references, see note set out under section 1551 of this title.
2.8 FORM – SELF CERTIFICATION OF NON-DEBARMENT
SELF CERTIFICATION OF NON-DEBARMENT

This is to certify ____________________________ involved with ____________________________
(Firm’s Name)

this work is not debarred, suspended, or otherwise prohibited from contracting by any Federal,

State, or Local Agency.

__________________________________________
Signature

__________________________________________
Date
2.9 FORM – FEE SCHEDULE
**FEE SCHEDULE**

The undersigned, being familiar with local conditions affecting the cost of work, with the specifications, addenda (if any thereto) as released by the Authority’s Procurement Department, hereby proposes to furnish all labor, materials, equipment, and services required for this **Hazardous Materials Abatement Consultant** project(s) for the duration of the Contract, in accordance with the Specifications in this RFP. The undersigned proposes the **Fee Schedule** specified below, subject to the terms of the Contract Documents.

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**Flat Rate (by Project)**  
**Rate**

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This 1-year contract may be extended at the sole option of the Authority for two (2) year periods up to five (5) years using the prices bid. When the Contract is so extended, Contractor will be entitled to an increase(s) as agreed upon through a Contract Amendment. The increase(s) shall become effective upon the terms stipulated in any subsequent Contract Amendments.

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**Name of Business**

**Business Address**

**City, State, Zip Code**

**Authorized Representative (print)**  
**Title**

**Signature**  
**Date**
3 SECTION III – Attachments
3.1 ATTACHMENT – HUD 5369 B

HUD-5369-B INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION
1. Preparation of Offers
(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type his name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
(c) Offers for services other than those specified will not be considered.

2. Submission of Offers
(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations
(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
(b) Offerors shall acknowledge receipt of any amendments to this solicitation by
(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer;
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HAHUD must receive the acknowledgment by the time specified for receipt of offers.

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

5. Responsibility of Prospective Contractor
(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HAHUD.
(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers
(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HAHUD that the late receipt was due solely to mishandling by the HAHUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.
(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.
(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]
3.2 ATTACHMENT – HUD 5370 C

GENERAL CONDITIONS FOR NON-CONSTRUCTION

Place an "X" for the Section(s) of the General Conditions for this contract.

X _____ General Conditions for Non-Construction – Section I

_____ General Conditions for Non-Construction – Section II
Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) Non-construction contracts (without maintenance) greater than $100,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 960.105) greater than $2,000 but not more than $100,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $100,000 - use Sections I and II.

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

1. Definitions

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's direct pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(ii) The Contractor's objectivity in performing the contract work may be impaired.

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

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

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any
product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

(i) The awarding of any Federal contract;

(ii) The making of any Federal grant;

(iii) The making of any Federal loan;

(iv) The entering into of any cooperative agreement; and,

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

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

(b) Prohibition

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

(ii) The prohibition does not apply as follows:
(1) Agency and legislative liaison by Own Employees.
   (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not
   apply in the case of a payment of reasonable compensation made to an officer or employee of
   a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the
   payment is for agency and legislative activities not directly related to a covered Federal action.

   (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically
   requested by an agency or Congress is permitted at any time.

   (c) The following agency and legislative liaison activities are permitted at any time only where
   they are not related to a specific solicitation for any covered Federal action:

   (1) Discussing with an agency (including individual demonstrations) the qualities
   and characteristics of the person’s products or services, conditions or terms of sale, and service
   capabilities; and,

   (2) Technical discussions and other activities regarding the application or adaptation
   of the person’s products or services for an agency’s use.

   (d) The following agency and legislative liaison activities are permitted where they are prior to
   formal solicitation of any covered Federal action:

   (1) Providing any information not specifically requested but necessary for an
   agency to make an informed decision about initiation of a covered Federal action;

   (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its
   official submission; and

   (3) Capability presentations by persons seeking awards from an agency pursuant to the
   provisions of the Small Business Act, as amended by Public Law 95–507 and other
   subsequent amendments.

   (e) Only those activities expressly authorized by subdivision (b)(i)(1)(a) of this clause are
   permitted under this clause.

(2) Professional and technical services.
   (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of:

   (i) A payment of reasonable compensation made to an officer or employee of a
   person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or
   modification of a covered Federal action if the payment is for professional or technical services rendered directly in
   the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for
   meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

   (ii) Any reasonable payment to a person, other than an officer or employee of a
   person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or
   modification of a covered Federal action if the payment is for professional or technical services rendered directly in
   the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for
   meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons
   other than officers or employees of a person requesting or receiving a covered Federal action include
   consultants and trade associations.

   (b) For purposes of subdivision (b)(ii)(2)(a) of clause, “professional and technical services”
   shall be limited to advice and analysis directly applying any professional or
   technical discipline.

   (c) Requirements imposed by or pursuant to law as a condition for receiving a covered
   Federal action include those required by law or regulation, or reasonably expected to be
   required by law or regulation, and any other requirements in the actual award
   documents.

   (d) Only those services expressly authorized by subdivisions (b)(i)(2)(a)(i) and (ii) of this
   section are permitted under this clause.

   (iii) Selling activities by independent sales representatives.

   (c) The prohibition on the use of appropriated funds, in subparagrapb (b)(i) of this clause, does not apply to the
   following selling activities before an agency by independent sales representatives, provided such activities are prior to
   formal solicitation by an agency and are specifically limited to the merits of the matter:

   (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the
   person’s products or services, conditions or terms of sale, and service capabilities; and

   (ii) Technical discussions and other activities regarding the application or adaptation of the person’s products or
   services for an agency’s use.

   (d) Agreement. In accepting any contract, grant, cooperative
   agreement, or loan resulting from this solicitation, the
   person submitting the offer agrees not to make any
   payment prohibited by this clause.

   (e) Penalties. Any person who makes an expenditure
   prohibited under paragraph (b) of this clause shall be
   subject to civil penalties as provided for by 31 U.S.C. 1352.
   An imposition of a civil penalty does not prevent the
   Government from seeking any other remedy that may be
   applicable.

   (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be
   unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB
   Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made
   specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of
   FAR Part 31 or the relevant OMB Circulars.
16. Equal Employment Opportunity

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

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

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State, and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.
3.3 ATTACHMENT – SUMMARY OF AFFIRMATIVE ACTION REQUIREMENTS
SAN FRANCISCO HOUSING AUTHORITY

SUMMARY OF AFFIRMATIVE ACTION REQUIREMENTS

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I. EXECUTIVE SUMMARY

A. This document describes the Affirmative Action Requirements for covered construction and construction-related contracts. It references applicable Federal regulations and Housing Authority Resolutions, and provides sources for documents and organizations.

B. Goals and Requirements Highlights:

1. Low-Income Hiring: 30% of all new hires in each construction trade (Section 3).
2. SFHA Resident Hiring: 25% of the total workforce (Resolution No. 4967).
3. MBE/WBE Firms: 20% of the aggregate involvement (Resolution No. 2444).
4. Non-Compliance Penalties: Breach of contract, termination, suspension, debarment, $45.00 per hour for shortfalls in hours worked by residents (Resolution No. 4967).

II. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701u)

A. The Housing Authority of the City and County of San Francisco (SFHA) requires compliance with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and its accompanying regulations in 24 CFR 135 (hereinafter called Section 3).

B. Related Documents:

1. 24 CFR 135.
2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.
III. SFHA COMMISSION RESOLUTION NO. 4967

A. SFHA Commission Resolution No. 4967 adopted February 22, 2001, increases the Section 3 requirements contained in 24 CFR Part 135 to require that residents of SFHA public housing constitute a minimum of twenty-five percent (25%) of the total workforce (calculated by person-hours).

B. Covered Contracts: Construction contracts over $25,000 and non-construction contracts over $50,000.

C. Compliance: The contractor's good faith efforts will be evaluated by the SFHA Contracting Officer using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. Non-compliance can result in penalties of $45.00 per hour for shortfalls in hours worked by residents, breach of contract, or termination, as described in Resolution No. 4967.

D. Related Documents:

2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.

IV. EXECUTIVE ORDER 11246

A. Under Executive Order 11246 of September 24, 1965, as amended, the SFHA requires the inclusion of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction in excess of $10,000.

B. Related Documents:

1. 41 CFR Part 60.4.
V. MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) OPPORTUNITIES

A. Consistent with Executive Orders 11625, 12138, and 12432, and section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the SFHA shall make efforts to ensure that small businesses, women-owned business enterprises, minority-owned business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of an SFHA development are used when possible.

B. SFHA Commission Resolution No. 2444 adopted February 25, 1982, established SFHA MBE/WBE requirements: it is the goal of the SFHA to achieve, to the greatest extent possible, a twenty percent (20%) aggregate involvement of MBE/WBE's in construction contracts and procurement activities, by dollar volume.

C. Compliance: The San Francisco Human Rights Commission (415) 252-2500 maintains a list of certified MBE/WBE firms, and will determine whether a firm is considered bona fide.

D. Related Documents:


VI. EMPLOYER AND EMPLOYEE TAX CREDITS

A. General: There are various tax credits available to both employers and employees through Federal, State and City of San Francisco programs. By hiring through a qualified program, a business may be eligible for thousands of dollars in tax credits as well as On-the-Job Training subsidies for a new employee. Each prospective contractor should consult a competent professional advisor for specific guidance about the tax credits as well as other related tax incentives, deductions or benefits.

B. Private Industry Council (PIC): The Business Services Manager of PIC in San Francisco (415) 431-8700 can help fill job openings through referrals of qualified job seekers participating in the PIC Job Training program.

VII. RELATED DOCUMENTS

A. Documents referenced herein are on file at the SFHA, Procurement and Contract Department, 1815 Egbert Avenue, (415) 715-3123. Copies will be furnished upon request. The documents are also available at the SFHA web site, www.sfha.org.
B. List of Documents:

5. 41 CFR Part 60-4.
3.4 ATTACHMENT – SPECIAL INSTRUCTIONS AND CONTRACT ADMINISTRATION
SPECIAL INSTRUCTIONS AND CONTRACT ADMINISTRATION
(SAMPLE CONTRACT)

Agreement made and entered into this _____ day of MONTH, YEAR, by and between the Housing Authority of the City and County of San Francisco (Authority) and CONTRACTOR NAME (Contractor).

WITNESSETH

WHEREAS, the Authority wishes to retain the Contractor and the Contractor wishes to provide materials and services for the Authority in the City and County of San Francisco, California; and

WHEREAS, the Contractor has proposed to provide said materials and services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Authority and the Contractor agree as follows:

1. Project Description:

The Authority’s INSERT PROJECT DESCRIPTION

2. Scope of Services:

- INSERT SCOPE OF SERVICES

3. Incorporation:

All requirements of the solicitation and the representations made in the Contractor's proposal that are not in conflict with provisions of this Agreement are hereby incorporated by reference and made an integral part of the Agreement as though fully set forth herein. Should there be conflict between the documents, the Authority’s contract shall prevail.

The following documents are incorporated into this contract pursuant to the conditions previously stated.

1) Attachment “A” – Solicitation #INSERT RELEVANT INFORMATION
2) Attachment “B” – INSERT RELEVANT INFORMATION

4. Schedule of Performance:

The schedule of performance shall be for a period of INSERT TIME FRAME (XX) XXXX with
XX option to extend and INSERT RELEVANT INFORMATION.

5. Compensation:

Compensation for this task-based contract shall be paid to the Contractor upon receipt and approval by the Authority of an invoice setting forth work actually completed. Payment(s) under this contract shall not exceed INSERT RELEVANT INFORMATION (SXXX).

6. Invoices and Payments:

The Contractor will submit an invoice itemizing the services performed and expenses incurred in a form acceptable to the Authority. Payment to the Contractor will normally be made within 30 days upon receipt of invoice and verification by the Authority of services rendered and expenses incurred. The Authority may withhold payment to the Contractor pending resolution of, in an amount equal to questioned, disputed or disapproved amounts, for work not completed or delivered as required the terms of this Agreement.

7. Correspondence shall be transmitted to:

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
1815 Egbert Avenue
San Francisco, CA 94124
Attention: Finance Department

Payment of approved amounts and notices shall be transmitted to:

CONTRACTOR NAME
CONTRACTOR ADDRESS
CITY, STATE ZIP
Phone: (XXX) XXX-XXXX

8. Independent Contractor:

In the performance of the services hereunder, the Contractor shall be an independent entity and not an employee of the Authority. The employees furnished by the Contractor to perform the work shall be deemed to be the Contractor's employees exclusively and said employees shall be paid by the Contractor for all services. The Contractor shall be responsible for all obligations and reports covering Social Security, Unemployment Tax and other reports required by any applicable State or Federal law. Contractor shall not have authority to act on behalf of the Authority in any capacity whatsoever nor to bind the Authority to any obligation whatsoever.
9. **Indemnification:**

To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the Authority and its officers and employees (collectively "Indemnitees") from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its subcontractors) and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation) that arise directly, in whole or in part, from (1) the services under this Agreement, or any part thereof and/or (2) any act or omission of Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any Indemnitee, subject to the provisions set forth in this Section. To the extent, however, that the foregoing provision imposes an obligation of the Contractor which does not involve any negligence or other breach of obligation on the part of Contractor or its subcontractors, then, provided Contractor is in compliance with its insurance obligations under Section 12. below, such obligation shall be limited to the extent to which it is covered by Contractor's insurance and that of its subcontractors, in no event, however, shall Contractor liability or indemnification responsibilities be so limited in the event of negligence or other breach of obligation on the part of Contractor or its subcontractors.

Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or Contractor of any Indemnitee.

Contractor indemnification obligations for claims involving "Professional Liability" (claims involving acts, errors, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which is not connected with bodily injury or physical damage to property) shall be limited to the extent Contractor's negligence or other breach of duty.

10. **Termination:**

The Authority may, at any time prior to completion of the work, terminate this Agreement for any reason, including, but not limited to, default by the Contractor or circumstances beyond the control of Contractor. In the event the Authority terminates this Agreement for convenience, the Contractor, within ten (10) days of receiving such notice, shall submit an invoice to the Authority in an amount which represents the compensation for services actually performed to the date of termination and for which the Contractor has not been previously compensated. Upon payment of the sum found due, the Authority shall be under no further obligation to the Contractor financial or otherwise.

In the event the Authority desires to terminate for cause, it shall follow the steps for arbitration as outlined in Attachment C, Section 6., Arbitration.

11. **Assignment:**

The Contractor shall not make an assignment of this Agreement's proceeds or claims arising under
this Agreement without obtaining prior written permission from the Authority. In no event shall the Contractor assign the duties to be performed under this Agreement.

The parties acknowledge and agree that Authority intends to convey portions of the development sites to other management firms and developers, (the “New Owner”) which has been selected as the New Owner of the sites under the United States Department of Housing and Urban Development Rental Assistance Demonstration (RAD) program. This Agreement may be assigned by the Authority to the New Owner, provided the Authority and the New Owner, with the approval of the Contractor, enter into an assignment and assumption agreement, in which the New Owner expressly assumes the Authority’s obligations under the Agreement, and further releases the Authority from all obligations under the Agreement. If parties and the New Owner fail to enter into such assignment and assumption agreement, this Agreement shall terminate upon the conveyance of the site to the New Owner, and the Authority shall have no further obligation to the Contractor, except as otherwise provided in Section 10 above.

12. Insurance:

The Contractor shall maintain in full force and effect during the entire contract term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance) Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Authority and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Contractor's performance of this Agreement with the Authority, or the nature of the services provided, or any operations under or connected with this Agreement with the Authority.

A. The Contractor will maintain in force, during the full term of the Agreement, insurance as follows:

1) Worker's Compensation Employers' Liability with limits as required by State of California (currently $1,000,000 for each accident).

2) Comprehensive General Liability Insurance with limits not less than $1,000,000 per person per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.

3) Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage.
4) Contractor's Professional Liability Insurance with a limit of not less than $500,000 each occurrence. If the policy is in claims-made form, the Contractor agrees to maintain such insurance for three (3) years following the completion of the construction of the project; provided that if such insurance is not available on commercially reasonable terms (i.e., the premiums for the same coverage has increased at least by 200%) during such three year period, the Contractor may self-insure.

B. Comprehensive General Liability and Comprehensive Automotive Liability insurance policies shall be endorsed to provide the following:

1) Name as ADDITIONAL INSURED the San Francisco Housing Authority, its Officers, Members of Commission, Agents and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

3) All policies shall be endorsed to provide thirty (30) days advance written notice to the Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

   Housing Authority of the City and County of San Francisco
   1815 Egbert Avenue
   San Francisco, CA 94124
   Attention: Procurement/Contracts Division

4) Certificates of Insurance, in form and with insurers satisfactory to the Authority, evidencing all coverage above, shall be furnished to the Authority prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Authority, at the following address:

   Housing Authority of the City and County of San Francisco
   1815 Egbert Avenue
   San Francisco, CA 94124
   Attention: Procurement/Contracts Division

5) Any coverage which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Authority shall not relieve or decrease the liability of the Contractor hereunder. This Agreement shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that should the Contractor through its negligence fail to meet the professional standards of care and performance of its services that result in additional costs to the Authority, it will be the intention of the Authority to recoup these
13. Labor Standard Requirements:

The Contractor shall pay the applicable classification wage rates according to the U. S. Department of Labor Prevailing Wages as applicable.

14. Resident Hiring:

To the maximum extent possible, Contractor agrees to actively recruit, hire and train residents of public housing for position vacancies or other employment opportunities within its organization. In the event the Contractor is not able to meet this requirement through employment efforts, it will make a contribution to the Section 3 scholarship program which ranges between 3% - 10% of billable services contingent upon the value of the contract.

15. Employment Practices:

In the performance of this agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall, in all respects in the performance of this agreement, comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60). The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates or pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Labor Department setting forth the provisions of this nondiscrimination clause. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

16. Anti-Kickback:

The Contractor shall comply with the Copeland "Anti-Kick-back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This act provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Authority.
17. **Drug-Free Workplace:**

The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of the controlled substance is prohibited on Authority premises. The Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

18. **Work Hours and Safety Standards Act:**

This Agreement is subject to and incorporates, by reference herein, the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107, (40U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5). The Contractor hereby declares that it is in compliance with said provisions.

19. **Administrative Remedy for Contract Interpretation:**

Should any question arise as to the meaning and intent of this Agreement, the matter shall, prior to any other action or legal remedy, be referred to the Contracting Officer who shall decide the true meaning and intent of the Agreement.

20. **Interest of Members of the Authority or Government Officials:**

The Provisions of the Authority's Annual Contributions Contract (ACC), Section SIS, Interest of Members, Officers, or Employees of Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein and by reference made a part of this document.

21. **Applicable Law and Venue:**

This Agreement shall be constructed and interpreted solely in accordance with the laws of the State of California. The venue for any dispute resolution, including legal action or any other method, shall be the City and County of San Francisco.

22. **Ordinances:**

The Contractor shall complete work on this Project to conform to all applicable Federal, State, and local laws, codes, ordinances, and regulations as modified by any waivers which may be obtained from the appropriate jurisdictions.
23. Retention and Inspection of Records:

Access shall be given by the Contractor to the Authority, HUD or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Authority has made final payment and all other pending matters are closed.

24. Entire Agreement:

This Agreement constitutes the entire understanding between the Authority and the Contractor concerning the subject matter hereof.
3.5 ATTACHMENT – RESOLUTION NO. 4967; ADOPTED FEBRUARY 22, 2001
RESOLUTION NO. 4967
DATE ADOPTED 2/22/01

RESOLUTION ESTABLISHING A GOAL OF HIRING RESIDENTS OF SAN FRANCISCO PUBLIC HOUSING TO CONSTITUTE AT LEAST TWENTY-FIVE PERCENT (25%) OF THE TOTAL WORKFORCE FOR CERTAIN TYPES OF CONTRACTS PERFORMED BY THE HOUSING AUTHORITY

WHEREAS, the San Francisco Housing Authority seeks to comply with and further the goals set forth in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, as amended, and its accompanying regulations in 24 CFR part 135 (hereinafter called Section 3) for resident hiring by contractors and subcontractors performing various types of work for the San Francisco Housing Authority; and,

WHEREAS, Section 3 regulations require beginning on October 1, 1996, all contractors in conjunction with their subcontractors on San Francisco Housing Authority projects hire eligible Section 3 residents to constitute a minimum of 30% of their aggregate new hires (full-time employees for permanent, temporary or seasonal employment) for each subsequent fiscal year; and,

WHEREAS, the San Francisco Housing Authority presently has a goal that Section 3 residents, hired in the priority order set forth in 24 CFR 135.34, will constitute a minimum of twenty-five percent (25%) of the total workforce (person-hours for all contractors and subcontractors) on all construction projects and construction related activities (e.g., architects and engineers); and,

WHEREAS, the San Francisco Housing Authority wishes to ensure that the maximum number of residents of public housing are employed in private and public sector jobs that afford them the ability to achieve their highest potential, gain vocational exposure, participate in the activities of public housing residential developments, and be employed by other contractors and subcontractors who provide services to the San Francisco Housing Authority; and,

WHEREAS, the San Francisco Housing Authority seeks to expand the Section 3 objectives to establish a goal that Section 3 residents, hired in the priority order set forth in 24 CFR 135.34, will constitute a minimum of twenty-five percent (25%) of the total workforce (person-hours for all contractors and subcontractors) on all contracts and purchases that are covered by Section 3 and by this resolution; and,

WHEREAS, the San Francisco Housing Authority defines all contracts and purchases covered by Section 3 and this resolution to include contracts and subcontracts for construction projects and construction related activities, e.g., architects and engineers; also included are personal and professional services such as legal counsel, consultants, security services, and other services. This resolution excludes contracts or purchases of supplies and materials unless the contract or purchase includes the installation of the supplies and materials; and

WHEREAS, the San Francisco Housing Authority wishes to assist Section 3 business concerns through preference in contracting opportunities or providing other economic opportunities; and

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Revised February 21, 2017
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING
AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The solicitation documents for construction contracts over $25,000 and non-construction
contracts over $50,000 covered by Section 3 requirements and by this resolution that are
awarded by the San Francisco Housing Authority shall include provisions that give effect
to the below enumerated requirements:

(a) Establish a goal requiring contractors, in conjunction with their subcontractors
together, to hire residents of public housing such that residents constitute a minimum
of twenty-five percent (25%) of the total workforce (calculated by person-hours) on
all contracts and purchases covered by Section 3 and by this resolution for
contracts awarded by the San Francisco Housing Authority.

(b) In those instances where the size of the contract, scope of work covered by the
contract, the specialized technical expertise required, the term and urgency of the
contract (as determined on a case basis) and/or the contractor's worksite is located
outside the nine Bay Area Counties makes reaching the above 25% goal impractical,
the contractor may, with approval of the Contracting Officer for the San Francisco
Housing Authority, satisfy the resident hiring requirement by providing appropriate
training and development of technical skills in the contractor's office (e.g.,
accounting, architectural, consultant, engineering, legal, etc.).

(c) Contracts covered by this resolution are those issued by the San Francisco Housing
Authority and include construction, reconstruction, conversion or rehabilitation of
housing (including reduction and abatement of lead-based paint hazards), other public
construction which includes buildings or improvements assisted with housing or
community development assistance. This resolution goes beyond the requirements of
Section 3 to include all contracts for professional and other services (e.g.,
architectural, consultant, engineering, legal, etc.) but excludes contracts for the
purchase of supplies and materials unless these contracts include the installation of
the supplies or materials. This resolution also covers construction on SFHA property
even if the construction is not performed under contract with the SFHA and will
extend to contractors and subcontractors engaged in such construction.

(d) A contractor who meets the goals set forth above is in compliance with this
resolution. When the above goals are not met, the contractor must demonstrate to the
Contracting Officer the reasons it is not feasible to meet the goal. The contractor's
good faith efforts with regard to meeting the resident employment and Section 3
employment requirements under this resolution will be evaluated using Appendix to
24 CFR Part 135, Examples of Efforts to Offer Training and Employment
Opportunities to Section 3 Residents. The evaluation will also include such factors as
the size of the monetary value of the contract and the appropriateness of applying
multiple criteria to meet the resident hiring requirements.
(e) Provide that a contractor's failure to realize the goal or to make a good faith effort as defined in Appendix to 24, CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents, shall result in: (1) a cure notice issued when there is clear evidence the contractor will fail to meet the resident employment requirements before the completion of the contract (if not cured the contractor will be terminated for default and assessed penalties up to the date of determination); (2) penalties in the amount of $45.00 (forty-five dollars) multiplied by the number of hours constituting the shortfall for each week of the shortfall (e.g., if 3,000 person hours were expended during the course of a given week for the project, then of those 3,000 hours, 750 must be worked by residents; if residents worked only 650 hours, and the contractor showed no good faith efforts, then penalties would be due in the amount of $45.00 multiplied by the 100-hour shortfall, or $4500.00), assessed upon completion of the project and payable to the San Francisco Housing Authority upon demand, or set off from amounts owed for work on the project; or (3) breach of contract; and/or (4) termination of the contract. In addition, penalties will be regarded by the SFHA as poor past performance and may be grounds for determining a contractor to be nonresponsible and ineligible for award of future contracts.

2. The Executive Director will use Section 3 provisions to grant preference for contracting opportunities for Section 3 business concerns; provide other training and employment related opportunities to low-income people; and provide other business related economic opportunities that expand Section 3 businesses, including micro-enterprises.

3. This resolution supersedes and replaces Determination and Order Number D-109 of Resolution Number 4604 adopted 4/19/97 and compliments Resolution Number 4886 adopted 4/27/00 and Resolution Number 4908 adopted 6/22/00.

APPROVED AS TO FORM AND LEGALITY: REVIEWED BY:

CARL L. WILLIAMS, GENERAL COUNSEL RONNIE DAVIS, EXECUTIVE DIRECTOR

Date 2-16-01 Date 2-11-01

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