REQUEST FOR PROPOSALS

FOR

LEGAL SERVICES

1815 EGBERT AVENUE
SAN FRANCISCO, CA 94124

November 27, 2019
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INTRODUCTION

The Housing Authority of the City and County of San Francisco ("Authority" or "SFHA"), a public entity, was established by the Board of Supervisors in 1938 to provide federally subsidized housing and housing assistance to low-income families within the City and County of San Francisco. The Authority is headed by an Executive Director (ED) and is governed by a seven-person board of commissioners. The Authority is subject to the requirements of Title 24 of the Code of Federal regulations (hereinafter, "CFR") and the Authority's procurement policy. Though brought into existence by a Resolution of the City and County of San Francisco, the Authority is a separate entity.

In keeping with its mandate to provide efficient and effective services, as detailed herein, the Authority is seeking proposals from qualified, licensed, and insured attorneys or legal firm(s) to provide legal services in the areas of Employment, Labor Negotiations, Development, Real Estate, Construction, Public Sector, Federal Housing, Tax Credit, General Litigation, Tort, Contract/Transactional, Insurance and General Counsel.

INFORMATION AT A GLANCE

<table>
<thead>
<tr>
<th>AUTHORITY CONTACT PERSON:</th>
<th>Cindy Gamez</th>
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| HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE: | 1. Access ha.economicengine.com (no "www").  
2. Click on the "Login" button in the upper left side.  
3. Follow the listed directions.  
4. If you have problems accessing or registering on the Marketplace, contact customer support at (866) 526-9266 |
| HOW TO OBTAIN THE RFP DOCUMENT ON THE SFHA WEBSITE: | 1. Visit www.sfha.org  
2. Click on "Resources"  
3. Click on "Procurement"  
4. If you have problems accessing contact procurement@sfha.org |
| PRE-PROPOSAL CONFERENCE/BIDDERS CONFERENCE: | December 9, 2019  
11:00am  
1815 Egbert Avenue  
San Francisco, CA 94124 |
| QUESTION SUBMITTAL DEADLINE: | December 10, 2019 at 5:00pm |
| HOW TO SUBMIT A RESPONSE TO THIS RFP: | As directed within the RFP section 1.5 |
| PROPOSAL SUBMITTAL RETURN & DEADLINE: | No later than December 13, 2019 at 5:00pm  
Attn: Cindy Gamez, 1815 Egbert Avenue, 2nd Floor, San Francisco, CA 94124 |

SPECIAL INSTRUCTIONS AND CONTRACT ADMINISTRATION- 2
1.0 RESERVATION OF RIGHTS.

The Authority reserves the right to:

1.1 Right to Reject, Waive, or Terminate the RFP. Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Authority to be in its best interests.

1.2 Right to Not Award. Not to award a contract pursuant to this RFP.

1.3 Right to Terminate. Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 calendar day’s written notice to the successful proposer(s).

1.4 Right to Determine Time and Location. Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.

1.5 Right to Retain Proposals. Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Authority Contracting Officer (CO).

1.6 Right to Negotiate. Negotiate the fees proposed by the proposer entity.

1.7 Right to Reject any Proposal. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

1.8 No Obligation to Compensate. Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

1.9 Right to Prohibit. At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the ha.economicengine.com eProcurement Marketplace (hereinafter, the “eProcurement Marketplace”) or www.sfha.org and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within five (5) calendar days of the discovery of any item listed herein or of any item that is issued thereafter by the Authority that he/she feels needs to be addressed. Failure to abide by this time-frame shall relieve the Authority, but not the prospective proposer, of any responsibility pertaining to such issue.

1.10 Right to Reject — Obtaining Competitive Solicitation Documents. The eProcurement Marketplace and www.sfha.org are the only official and appropriate venues to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by
submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace or www.sfha.org. Any other group such as a bid depositary that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace or www.sfha.org to obtain the documents. The Authority will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace or www.sfha.org.

2.0 SCOPE OF SERVICES

The following provides the Scope of Service for each area of Law that the Authority is seeking. Individuals and/or Firms may submit proposals for up to three (3) areas each.

2.1 Employment Law

The services in this category relate to all legal matters involving labor, employment and human resources related interests and activities. Such services may include, but are not limited to the following:

2.1.1 Employment advice and guidance to the Authority and staff as well as representation when necessary regarding labor matters, personnel actions, policy and procedures, including but not limited to employment compensation hearings, worker compensation claims, personnel board matters, employment discrimination claims and equal employment hearings. Development of by-laws, employee handbooks, managers’ handbooks, policies and procedures for the Authority’s operations encompassing the hiring, dismissing, promoting and compensating of employees, an affirmative action policy and general employment rules.

2.1.2 Support and review of employee benefit contracts, including, but not limited to pension plan documents, group annuity contracts, group medical insurance contracts, life insurance contracts and disability contracts, etc.

2.1.3 Review of requirements, obligations and procedures for complete and efficient processing of bankruptcy notices related to:
- Employee compensation matters (i.e., payroll).
- Current or previous public housing residents and/or HCV (i.e., Section 8) assisted residents.

2.1.4 Reviewing, investigating, guiding, assisting, representing, defending and/or prosecuting local, state and federal laws and regulations labor and employment law matters. Such activities include, but are not limited to, the investigation of
claims, correspondence with governmental agencies, representation in hearings and resolutions of disputes in areas such as:

- Unemployment Compensation hearings and appeals.
- Discrimination claims.
- Sexual harassment claims.
- Grievances.
- Wages and benefits.
- Workplace, Drug and Alcohol Program, Employee Relations Act, ADA, FMLA, EEOC, Fair Housing, etc.

2.1.5 Coordination with Authority staff and third party administrator to mitigate and defend contested claims and provide other general workers compensations law related advice.

2.2 Labor Negotiations
The Human Resources Department in carrying out its responsibilities depends on the advice and direction of counsel whose expertise is employment law and who will assist in mitigating risks and administration and application of various policies and procedures, local, state and federal laws, and Memorandum of Understanding (MOU) with the Authority’s various labor unions. Counsel may also be asked to:

2.2.1 Conduct negotiations with labor unions to reach agreements including, but not limited, to those agreements arising under the Rental Assistance Demonstration Program (RAD), prepare any and all necessary documents resulting from negotiations.

2.2.2 Provide on-going advice and counsel to the Authority and its Board of Commissioners regarding labor-management issues from application to implementation of RAD contracts and documents.

2.2.3 Conduct contract negotiations with labor unions for successor Memorandum of Understanding(s) as they approach expiration and those previously expired, including preparing and reviewing of all contracts, agreements, documents, and proposals from management and labor.

2.2.4 Represent the Housing Authority before various venues including but not limited to meet and confer sessions with labor unions and grievance and/or arbitration matters, federal and state administrative proceedings.

2.2.5 Prepare, review and/or respond to Public Employees Relations Board (PERB) charges and if necessary represent the Authority during hearings.
2.2.6 Prepare, review and/or respond to EEOC/DFEH complaints and if necessary represent the Authority during hearings.

2.2.7 Conduct EEOC/DFEH and employment related investigations including but not limited to sexual harassment, threats and violence.

2.2.8 Provide counsel regarding employment related matters including but not limited to disability law, hiring and terminations, public information requests (personnel documents and general matters), union matters, policy and contract interpretation including drafting and/or reviewing correspondence and agreements related to matters under discussion.

2.2.9 Review insurance documents for adequate coverage and/or determination of coverage.

2.2.10 Review policy changes for consistency with federal, state and local law and labor MOUs.

2.3 Development, Real Estate, Construction Law
The Firm(s) selected to provide the legal services described in this RFP shall provide legal services on behalf of SFHA, or any subsidiaries created for SFHA’s mixed finance transactions, under the HOPE SF program or the Rental Assistance Demonstration (“RAD”) transactions, and other real estate development and/or redevelopment-related work (the “Projects”) including but not limited to the following:

2.3.1 Legal services involving the negotiation, preparation and review of all contracts, agreements, evidentiaries, opinions, documents and other writings necessary to implement development-related work. Examples of such materials include documents such as ground leases, regulatory and operating agreements, declarations of trust and restrictive covenants, management agreements, development agreements, mixed finance amendments to the ACC, program income agreements, loan documents, and documents utilized and required in connection with RAD transactions.

2.3.2 Draft and/or review organizational documents as required for the reorganization and/or formation of any FHA subsidiary or entity to act as an ownership, development or lending entity, relative to development projects. The services may also include, but not be limited to, legal assistance with tax matters for the entity.
2.3.3 Identify regulatory, statutory and other legal concerns or issues that must be addressed with regard to the development projects and all real estate related activities.

2.3.4 Prepare and implement any alternative funding proposals or agreements, including but not limited to, one or more Low-Income Housing Tax Credit (LIHTC) proposals and tax exempt bond funding.

2.3.5 Negotiate agreements, draft contracts and/or review agreements related to any non-residential development on-site or off-site in the development projects' impact areas.

2.3.6 Assist with real estate acquisition and real estate disposition matters involving public and private real estate opportunities and other property related issues, i.e., title clearance, condemnation, environmental mitigation, etc.

2.3.7 Assist with residential real estate mortgage loan closings and in legal matters involving HUD, THDA and other alternative funding agencies' regulations, rules, and procedures including, but not limited to, LIHTC and all relevant HUD funded programs.

2.3.8 Draft and/or review development incentives program applications for development tax credits, loan, grant programs, and New Markets Tax Credits.

2.3.9 Represent SFHA before federal, state and local administrative agencies and departments regarding funding applications, zoning, obtaining licenses and permits, and other matters related to development and redevelopment.

2.3.10 Assist in the preparation of documents related to RAD conversions including, but not limited to the RAD Conversion Commitment, RAD Use Agreement, Housing Assistance Payment Contract and RAD riders to applicable documents.

2.3.11 Provide all other legal services necessary for SFHA real estate development that may not be contained in this RFP, specifically excluding litigation.

2.3.12 Coordinate Submittals and Efforts to Gain HUD's Approval of Mixed-Finance and RAD Programs.
2.4 Public Sector, Federal Housing and Tax Credit Law

2.4.1 Provide transaction support, including drafting of documents, legal advice, legal research and legal opinions, in writing or orally with respect to issues regarding the Authority and/or its subsidiaries. Real estate support to the Authority and clients will include advice on the legal requirements of HUD and the State of California as they relate to real estate transactions involving redevelopment projects, affordable housing projects, low-income housing production project (e.g., applications for HOPE VI or Choice funding, mixed-finance approvals, project-based Section 8assistance and reactivation of public housing subsidy), tax exempt bonds, low-income housing tax credits, commercial financing, tax and other such matters related to the Authority’s real estate transactions.

2.4.2 Consult, advise and/or appear at hearings, proceedings and other forums where legal advice and representation are requested.

2.4.3 Draft and prepare for executions and/or delivery to the Authority or its designated third parties as directed, real estate documents, manuals, regulations, legislation, memoranda, opinions, letters, briefs, motions, applications for grants or waivers to any oversight body, including HUD and the IRS or any other type of document necessary or useful in assisting the Authority in real estate matters.

2.4.4 Assist in due diligence work related to property acquisitions and disposition, including matters regarding title (and surveys as applicable), zoning, environmental and tax issues as well as monitor compliance with Federal and State law requirements.

2.4.5 Advise and as necessary, represent the Authority in matters bankruptcy, receivership, foreclosure and/or collection matters.

2.5 General Litigation, Tort and Contract Law

The services include as-needed legal services in the identified area(s) of expertise.

2.5.1 Represent the Authority in the State of California local and federal courts and administrative venues in litigation matters in the areas of contracts, torts, civil rights, regulatory compliance, labor and employment, tax, personal injury and other such areas of law, as may be needed by the Authority.

2.5.2 Provide legal advice, legal research and legal opinions in writing or orally with respect to issues regarding the Authority.

2.5.3 Be available for consultation and advice before or at hearings, proceedings and other forums where legal advice and representation are requested.
2.5.4 Represent the Authority in depositions and/or assist with subpoenas as needed.

2.5.5 Prepare pleadings, briefs or other written documents relating to litigation.

2.6 Insurance Coverage

Provide legal advice as needed for the insurance needs for the Authority as directed.

2.6.1 Review, analyze and provide advice concerning the economies of transfer and distribution of risks as related to the Authority’s business.

2.6.2 Identification and analysis of exposures to fortuitous losses arising from all operations and activities.

2.6.3 Development of appropriate risk control and risk financing techniques including specific recommendations for implementation.

2.6.4 Analysis of the administration of the risk management function including organization, staffing, policies, procedures and record keeping and the development of specific recommendations for implementation.

2.6.5 Consideration of these exposures in terms of probable loss frequency and severity.

2.6.6 Provide counsel for the administration of the risk management function including organization, staffing, policies, procedures and record keeping.

2.6.7 Advise the Authority staff on the scope of insurance coverage including deficiencies and overlaps, financial ratings of insurers, insurance limits, deductibles and retentions.

2.6.8 Respond to Insurance Provider as needed to clarify policy, defend SFHA position or clarify limits.

2.7 General/Special Counsel

Services in this category relate to serving as the Authority’s primary legal counsel and proactively prosecuting and protecting the Authority’s interests as directed. Such services may include, but are not limited to:

2.7.1 Consulting with and advising the members of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, its officers,
senior managers and employees on all legal matters, strategic concern and other issues that have legal implications.

2.7.2 Reviewing and interpreting local, state, and federal codes, laws, rules and regulations, notices, guidance and other directives as they apply to the Authority and advising the Authority staff on the consequences of the same, as necessary.

2.7.3 Negotiation and/or engaging in mediation or other dispute resolution activities as directed with any and/or all parties necessary to carry out the services.

2.7.4 Perform reviews, analysis, investigations and research as necessary to carry out the service; respond to Public Records Requests as needed.

2.7.5 Appear and file documents as directed in all legal matters (collectively, “Actions”) as determined to be necessary and/or appropriate in consultation with the Authority and/or its designee, and representing the Authority in court and/or administrative bodies in those Actions, including defense of the Authority during litigation arising out of the course of the operations and activities of the Authority. These activities include representation of the Authority on appeals of lower court or administrative body decisions to the Federal or State trial and appellate courts.

2.7.6 Consultation with other attorneys representing the Authority in which the Authority’s liability or other insurance carrier(s) has/have retained counsel to represent the Authority and if needed or desired, appearance in litigation on behalf of the Authority.

2.7.7 Investigating, hiring and consulting with experts and/or consultants as may be reasonable and necessary to prosecute actions, provide specialized advice or otherwise assist in the activities required for the service. Such experts and consultants shall be approved by the Authority prior to engaging their services.

2.7.8 Defend the Authority’s officers and employees in all actions arising from the delivery of its programs and the official duties of the Board and staff.

2.7.9 Provide related legal assistance, paralegal and clerical support necessary to complete the service.

2.7.10 Other legal services as may be directed by the Authority’s Board of Commissioners, Executive Director and/or Senior Counsel.
3.0 PROPOSAL FORMAT

3.1 Tabbed Proposal Submittal. The Authority intends to retain the Contractor/s pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the Authority, will, as detailed within the following Section 5.0 consider factors other than just cost in making the award decision). Therefore, so that the Authority can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be tabbed and separated by numbered index dividers allowing each section to be located without opening the proposal and labeled with the corresponding tab referenced within the sections noted below. None of the proposed services may conflict with any requirement the Authority has published herein or has issued by addendum.

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<td><strong>Form of Proposal.</strong> This Form is attached hereto as Attachment A to this RFP. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.</td>
</tr>
<tr>
<td>3.1.2</td>
<td>2</td>
<td><strong>Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract.</strong> This Form is attached hereto as Attachment B to this RFP. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.</td>
</tr>
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<td>3.1.3</td>
<td>3</td>
<td><strong>Profile of Firm Form.</strong> The Profile of Firm Form is attached hereto as Attachment C to this RFP. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.</td>
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</table>
| 3.1.4       | 4      | **Proposed Services.** The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to:  
  • Experience and Qualifications of Key Personnel  
    The proposal must contain information demonstrating the organizational structure and qualifications of Responder’s key personnel including relevant experience in the field of discipline and public housing operations. The proposal may include one or more consultants.  
| 3.1.4.1     |        | **Approach.** Describe your firm’s approach to the scope of work. Describe your firm’s approach to communication between the firm and the Authority Staff and its Board of Commissioners. |
3.1.4.2 **DEMONSTRATED EXPERIENCE** in performing similar work and the proposer's **DEMONSTRATED SUCCESSFUL PAST PERFORMANCE** of contract work substantially similar to that required by this RFP as verified by reference checks or the information submitted within the proposal.

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.

Along with this, provide at least three vendor selected references for the most recent jobs that are similar, particularly with public sector entities. Provide the point of contact, telephone number and title of references.

**NOTE:** The Authority will place particular emphasis on the proposer's above described EXPERIENCE and PAST PERFORMANCE with related-work with public housing agencies.

3.1.4.3 A complete description of the products and services the firm provides.

3.1.5 5 **Client Information.** The proposer shall submit a list of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

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<td>Number of Employees</td>
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<tr>
<td><strong>3.1.5.6</strong></td>
<td>Description of firm’s core business lines</td>
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<td>Principals of the Firm/Agency/Organization</td>
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3.1.6 6 **Equal Employment Opportunity/Supplier Diversity.** The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance with Federal, State and local regulations pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
### 3.1.7 Subcontractor/Joint Venture Information (Optional Item)

The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.

### 3.1.8 Section 3 Business Preference Documentation (Optional Item)

For any proposer claiming a Section 3 Business Preference, the proposer shall include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form under this tab. Additionally, provide a detailed plan on your strategy for complying with Section 3 requirements.

### 3.1.9 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. Include Attachment “E” in this tab.

### 3.1.10 Self Certification of Non-Debarment – Attachment “F”

### 3.1.11 Other Information (Optional Item)

The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Authority in its evaluation. Examples include: awards, recognitions, letters of appreciation, customer surveys, previous section 3 compliance, etc.

### 3.1.12 Proposal Submittal Binding Method

It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Authority can, if needed, remove the binding (i.e. “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies, then conveniently return the proposal submittal to its original condition.
3.2 COST PROPOSAL

3.2.1 PRICING
Pricing may reflect an hourly rate or a retainer for the services to be performed and should be submitted for each consultant proposed. Prices will remain firm during the three (3) year contract period. The following shall be factored into the proposals:
- All available discounts and other price-affecting factors must be explicitly detailed in the proposal.
- Sales tax must be excluded from all items in the proposal. All items of the proposal must be appropriately identified with unit and total price indicated.
- Unless otherwise stated herein, the proposed fees are all-inclusive of all related costs to the services; including, but not limited to: employee wages and benefits; clerical support; overhead; profit, licensing; insurance; materials including but not limited to: supplies, postage, equipment, long distance telephone calls, document copying and supplies.
- The Authority will not pay or reimburse for any travel expenses.
- The Contractor shall not conduct any additional work without the prior written authorization of the designated Authority representative for the contract. Failure to abide by this directive shall release the Authority of any obligation to pay the Contractor for any such additional work conducted without the noted prior written authorization.
- The Authority will not pay for Contractor employees to be trained.

3.2.2 COST PROPOSAL SUBMISSION
Provide the following submittal requirements in a separate package marked “PROPOSED FEE SCHEDULE”. Attach additional pages if necessary. Any pertinent documents related to cost should be attached in the package.

The Consultant will be responsible for all production costs and charges incurred for materials for the services specified in the Scope of Services.

4.0 QUESTIONS, PROPOSAL SUBMISSION AND DEADLINES

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

- Prepared on 8 ½ X 11 white paper utilizing one inch margins
- Shall be properly bound.
- Tabbed between sections
Proposals must be addressed and delivered to:

San Francisco Housing Authority
1815 Egbert Avenue
San Francisco, CA 94124
Attn: Cindy Gamez

Envelopes or boxes must be clearly labeled with the RFP Number and proposal name.

4.2 Labeling Proposal Package. The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.

4.3 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Authority by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Authority decides that any such entry has not changed the intent of the proposal that the Authority intended to receive, the Authority may accept the proposal and the proposal shall be considered by the Authority as if those additional marks, notations, or requirements were not entered on such.

4.4 Submission Responsibilities. It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Authority, including the RFP, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the Authority requirements contained within the documents may cause that proposer to not be considered for award.
4.5 Pre-Proposal Conference/Bidders Conference. A Pre-Proposal Conference/Bidders Conference is scheduled on:

December 9, 2019
11:00am
1815 Eghbert Avenue
San Francisco, CA 94124

Call in:
Dial In: (605) 313-5144
Access Code: 503355

4.6 Addendums. If required, addendums will be available on the ha.economicengine.com page and www.sfha.org on a rolling basis. All questions requiring a response will be responded to, by an addendum, by December 11, 2019 by 5:00pm.

4.7 Deadline(s).
4.7.1 Questions: Last day to submit questions for this RFP is Tuesday, December 10, 2019 by 5:00pm. All questions must be submitted, in writing, to procurement@sfha.org.

4.7.2 Submission: Last day to submit a proposal is Friday, December 13, 2019 by 5:00pm.

5.0 PROPOSAL EVALUATION

5.1 Proposal Evaluation Criteria

All proposals submitted for consideration will be reviewed and evaluated by an evaluation committee. The Authority may reject any or all proposals.

Written proposals will be evaluated by a committee of the Authority’s staff based on the following:

- Firms experience and past performance: 30%
- Experience and Qualifications of Key personnel: 25%
- Pricing: 35%
- MBE/WBE Participation: 05%
- Section 3 Compliance Strategy: 05%

Total: 100%
Percentages/Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within its proposal.

5.2 Selection Process

5.2.1 Interviews: The Housing Authority shall evaluate the proposals based on the evaluation factors listed above. The Authority may conduct presentations/interviews with those contractors in the competitive range.

5.2.2 Potential “Competitive Range” or “Best and Finals” Negotiations. The Authority reserves the right to, as detailed within section 7.2.N through Section 7.2.R of the HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Final” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Authority in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

6.0 CONTRACT AWARD.

6.1 Contract Award Procedure. If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

6.1.1 By completing, executing and submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Authority, including attachment “K”, i.e. the Contract. Accordingly, the Authority has no responsibility to, and will not, conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

6.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFP:

6.2.1 Contract Form. The Authority will not execute a contract on the Contractor’s form—contracts will only be executed on the Authority form (please see Sample Contract, Attachment “K”), and by submitting a proposal the Contractor agrees to do so (please note that the Authority reserves the right to amend this form as the Authority deems necessary). However, the Authority will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Authority to do so; but the failure of the Authority to include such clauses does not give the Contractor the right to refuse to execute the Authority’s contract form. It is the responsibility of each prospective proposer to notify the Authority, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Authority’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
6.2.1.1 **Mandatory HUD Forms.** Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

6.3 **Assignment of Personnel.** The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.

6.3.1 **Unauthorized Sub-contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

6.4 **Contract Period.** The Authority anticipates that it will award a contract for a period of three (3) years.

6.5 **Right to Negotiate Final Fees.** The Authority shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Authority’s options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Authority has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within five (5) business days, the Authority shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Authority shall also retain the right to negotiate with and make an award to more than one proposer.

6.6 **Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws, and regulations.

6.7 **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Authority within 10 business days of notification by the Authority.

7.0 **PROTEST PROCEDURES**

7.1 **Protest of Award:** Any person or responder 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 Authority.

7.2 **Filing the Protest:** The person or responder 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 responders.
7.3 **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:

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

- A statement of how and when the person or responder filing the protest received notice of the bid solicitation or notice of intended or actual award.

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

- A concise statement of the ultimate facts alleged, as well as Housing Authority’s policies which entitle the person or responder filing the protest to relief;

- A demand for relief to which the person or responder deems themselves entitled; and

- Any other information which the person or responder contends is material.

7.4 **Response to Protest:** Upon receipt of a notice of protest that has been timely filed, the Authority will review the protest and provide a response within 15 calendar days. This written determination will specifically detail the facts underlying the Authority decision and will constitute final action.

8.0 **CONTRACT REQUIREMENTS**

The respondent selected for this effort must be fully qualified to perform the services described above. The selected Consultant must also comply with the following San Francisco Housing Authority requirements:

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

8.2 **Schedule of Project(s):** The selected Consultant shall provide the required services and shall complete the assigned project activities in the agreed to time period.

8.3 **Insurance:** The selected Consultant shall maintain in full force and effect during the entire Contract term the Insurance requirements described in Attachment “K”.

8.4 **Drug-Free Work Place:** The selected Consultant must comply with the Federal Drug-Free Work Place Act.

8.5 **Security Badge Identification Requirement:** All employees of the selected Consultant will be required to obtain and wear security badges or visitor pass while
on all San Francisco Housing Authority (SFHA) properties. The badges can be obtained from the Human Resources Department at 1815 Egbert Avenue, San Francisco, CA 94124.

8.6 **Section 3:** Employment, Training, And Contracting Opportunities For Low-Income Persons, Section 3 Of The Housing And Urban Development Act Of 1968: http://www.sfha.org/prcrmnt/index.htm.

8.7 **Equal Employment Opportunity:** The selected Consultant 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).

8.8 **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 Consultant and its subcontractors shall make every effort to perform outreach and utilize such firms in this Project.

8.9 **Anti-Kickback Act:** The selected Consultant 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 Consultant and all its subcontractors shall report all suspected or reported violations to the Authority.

8.10 **San Francisco Housing Authority Affirmative Action Policies & Guidelines:** The selected Consultant and all its subcontractors shall comply with the requirements of the San Francisco Housing Authority's Affirmative Action Policies & Guidelines.

8.11 **Subconsultant Requirements:** The selected Consultant shall assure that its subconsultants comply with all applicable HUD regulations, and San Francisco Housing Authority requirements.

8.12 **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.

8.13 **Retention and Inspection Of Records:** Access shall be given by the selected Consultant to the Authority, HUD or any of their duly authorized representatives to any books, documents, papers, and records of the selected Consultant 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, the case/issue/investigation was closed or whichever is later. All files shall be returned.
to the Authority upon closing of matter. The Authority shall have access to any and all of its files, cases, attorney-client work product (including research) upon request, within fifteen (15) calendar days request, at no additional cost.
ATTACHMENT A
FORM OF PROPOSAL

Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer.

<table>
<thead>
<tr>
<th>Item Included</th>
<th>Tab No.</th>
<th>Submittal Item</th>
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<tbody>
<tr>
<td>1</td>
<td>Form of Proposal (Attachment A)</td>
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<tr>
<td>2</td>
<td>HUD – 5369-C (Attachment B)</td>
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<tr>
<td>3</td>
<td>Profile of Firm Form (Attachment C)</td>
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<tr>
<td>4</td>
<td>Proposed Services</td>
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<td>5</td>
<td>Client Information</td>
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<td>6</td>
<td>Equal Employment Opportunity/Supplier Diversity</td>
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<td>7</td>
<td>Subcontractor/Joint Venture Information (Optional Item)</td>
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<td>8</td>
<td>Section 3 Business Preference Documentation (Optional Item) (Attachment D)</td>
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<td>9</td>
<td>MBE/WBE Programs (Attachment E)</td>
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<td>10</td>
<td>Self-Certification of Non Debarment (Attachment F)</td>
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<tr>
<td>11</td>
<td>Other Information (Optional)</td>
<td></td>
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</tbody>
</table>
ATTACHMENT B
HUD – 5369 C
Certifications and Representations of Offerors
(Non-Construction Contract)
Certifications and Representations of Offerors
Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

(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/offерor shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offерor 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/offерor 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/offерor 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/offерor 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/offерor, directly or indirectly, to any other bidder/offерor 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/offерor 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/offерor’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/offерor’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offерor’s organization);

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the FHA 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:
ATTACHMENT C
PROFILE OF A FIRM

This Form must be fully completed and submitted.

1. Name of Firm/Individual:
   Telephone:
   Fax:
   E-mail:

2. Street Address, City, State, Zip:

3. Please attach a brief biography/resume of the firm/individual, including the following information:
   • Year firm established in California/Other;
   • Professional Liability Insurance Carrier
   • State that firm is incorporated in

4. Identify Principals/Partners in Firm:

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<tr>
<th>Name</th>
<th>Title</th>
<th>% of Ownership</th>
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5. Identify the individual(s) that will act as a principal contact for the Authority:

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<th>Name</th>
<th>Title</th>
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Printed Name and Title

Signature ___________________ Date ___________________
ATTACHMENT D
SECTION 3
ESTIMATED PROJECT WORK FORCE BREAKDOWN

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<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>
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<td>Supervisor</td>
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<td>Professional</td>
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<td>Technical</td>
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<td>Others</td>
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**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____________________________________________
ATTACHMENT E
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</th>
<th>SERVICES TO BE PERFORMED</th>
<th>AMOUNT OF PROPOSED CONTRACT/SUBCONTRACT</th>
<th>% OF TOTAL BID PRICE</th>
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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 ____________________________
ATTACHMENT F
SELF CERTIFICATION OF NON-DEBARMENT

This is to certify __________________________ involved with this work,
(Firm’s Name)

is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency."

__________________________
Signature

__________________________
Date
ATTACHMENT G
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 its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the HA.
(c) Offers for services other than those specified will not be considered.

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure. [Describe bid or proposal preparation instructions here.]
ATTACHMENT H
HUD 5370-C
General Conditions for Non-Construction Contracts
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 968.105) greater than $2,000 but not more than $100,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $100,000 - use Sections I and II.

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

1. Definitions

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

2. Changes

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

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of 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 directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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form HUD-5370-C (C1/2014)
(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

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

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

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

(a) 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 the 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 the 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, he or she 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 not to 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 officer 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.

16. 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 10, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:
(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of

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

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

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

(d) Only those services expressly authorized by subdivisions (b)(i)(1)(a) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended 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 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 where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of
apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

22. Procurement of Recovered Materials

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

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

SAN FRANCISCO HOUSING AUTHORITY

SUMMARY OF AFFIRMATIVE ACTION REQUIREMENTS

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).


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 Contract and Procurement Division, 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.
ATTACHMENT J
SAN FRANCISCO HOUSING AUTHORITY RESOLUTION 4967 RE RESIDENT HIRING GOALS
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
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 2-16-01

Page 3 of 3
ATTACHMENT K
SAMPLE CONTRACT BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND CONTRACTOR
REQUEST FOR PROPOSALS (RFP) No. 19-015-RFP-0019
Legal Services

SAMPLE CONTRACT FORM

INTRODUCTION

This contract by and between the San Francisco Housing Authority (hereinafter "the SFHA"), and ________________, (hereinafter “the Contractor”) is hereby entered into this ___ day of ______, 2019.

Services pursuant to this contract shall begin on the ___ day of ______, 2020, and shall end on the ___ day of ______, 2023. Unless otherwise detailed herein, all references to “days” shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday, or legal holiday, then the period of time shall be automatically extended to include the next workday). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Definitions.

1.1 Chief Executive Officer (CEO). The SFHA CEO.

1.2 Contracting Officer (CO). The SFHA Contracting Officer, typically the SFHA Executive Director, but may be another person delegated such authority by the ED.

1.3 Housing Authority. Any reference herein or within any Appendix to the “Housing Authority” or the "HA" shall be interpreted to mean the same as the SFHA.

1.4 Request for Proposals (RFP). A competitive solicitation process conducted by the SFHA wherein award was completed to the top-rated responsive and responsible proposer.

2.0 Services and Payment.

2.1 Scope of Services. The services provided pursuant to this contract generally consist of those services for the SFHA as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the SFHA at the designated SFHA community and facilities. In addition, the SFHA shall retain the right to implement and/or enforce any item issued as a part of RFP No. 19-015-RFP-0019.

2.2 Provisions of any and all Work (Task Orders). The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Contract Task Order from the authorized SFHA representative. This Task Order may take the form of an e-mail.
REQUEST FOR PROPOSALS (RFP) No. 19-015-RFP-0019
Legal Services

2.3 Cost/Value of Services.

2.3.1 Contract Value. The current total Not-To-Exceed (NTE) value of this contract is: $___,___,___

2.3.1.1 The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor’s fees to exceed the NTE amount without prior revision of this amount by written change order. Further, the SFHA reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when the SFHA determines doing so is in its best interests.

2.4 Renewal Options. This contract is for a three (3) year period with no options for renewal.

2.5 Time Performance. The Contractor will complete each assigned task as assigned by the SFHA.

2.6 Billing Method.

2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

Housing Authority of the City and County of San Francisco
Attention: CFO, Finance
1815 Egbert Avenue, San Francisco, CA 94124

2.6.2 At a minimum, the invoice shall detail the following information:

2.6.2.1 Unique invoice number;

2.6.2.2 Contractor’s name, address, and telephone number;

2.6.2.3 Date of invoice and/or billing period;

2.6.2.4 Applicable Contract No.;

2.6.2.5 Applicable Purchase Order No.;

2.6.2.6 Brief description of services rendered, including applicable timeframe, total hours being billed for each service at each
detailed site, and at the approved rate (may be submitted in the form of a report);

2.6.2.7 Task Order, approved by the SFHA CEO; and

2.6.2.8 Total dollar amount being billed.

2.6.3 The SFHA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 SFHA’s Obligations. Pursuant to this contract, the SFHA agrees to provide the specific services detailed herein and shall be responsible for the following:

3.1 The SFHA agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior approval of the ED.

4.0 Contractor’s Obligations. Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and shall be responsible for the following:

4.1 Supervision and Oversight. The Contractor shall be solely responsible for providing supervision and oversight to all the Contractor’s personnel that are assigned to the SFHA properties pursuant to this contract.

4.2 Qualified Personnel. The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term “qualified personnel” shall mean those personnel that have been investigated, tested, and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor’s normal conduct of business.

4.3 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.

4.4 Insurance Requirements.

4.4.1 Indemnity. The complete indemnity requirements are detailed within Section 11.19 herein.

4.4.2 Insurances. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:
4.4.2.1 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the SFHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the SFHA as an additional insured under said policy (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of $50,000;

4.4.2.2 **Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy), with a maximum deductible amount of $50,000;

4.4.2.3 **Automobile Liability Insurance.** Automobile Liability coverage in a combined single limit of $1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $100,000/$300,000 and medical pay of $5,000, with a deductible not greater than $5,000.

4.4.2.4 **Worker's Compensation Insurance.** Worker's compensation coverage evidencing carrier and coverage amount.

4.4.2.5 **Certificates/Endorsements.** The Contractor shall provide to the SFHA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the SFHA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the SFHA:

**Housing Authority of the City and County of San Francisco**
Attention: Cindy Gamez
1815 Egbert Avenue, San Francisco, CA 94124

4.5 **Licensing.** The Contractor shall also provide to the SFHA a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.
4.6 Financial Viability and Regulatory Compliance.

4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.

4.6.2 The Contractor agrees to promptly disclose to the SFHA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the SFHA in writing within 5 days of such notification received will constitute a material breach of this contract.

4.6.3 The Contractor further agrees to promptly disclose to the SFHA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to SFHA within the time periods required herein.

4.7 Confidentiality. The Contractor, in connection with performing his/her services hereunder, will have access to or may be provided certain confidential information concerning the SFHA and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the SFHA or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of the SFHA or any client or potential client of the SFHA at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the SFHA. The SFHA will have the right to enforce this Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of this Contract and agrees to be bound all of its terms and conditions. This Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.
4.6 **No Smoking on SFHA Property.** The SFHA has implemented a No Smoking policy on all its properties. Accordingly, the Contractor shall ensure that it's employees or other persons brought or allowed onsite by the Contractor shall not utilize any smoking materials on SFHA property at any time.

5.0 **Modification.** This contract shall not be modified, revised, amended, or extended except by written addendum, preferably executed by both parties, but the SFHA shall retain the right to issue a unilateral addendum (pursuant to HUD regulation, the Contractor shall not have the same right). The SFHA acknowledges that such "unilateral addendum" must not be otherwise in conflict with the current requirements already stated within this contract, or any appendix attached thereto, or in conflict with any relevant regulation or law; in either case, if a unilateral addendum is issued in conflict with the current requirements of the contract, and the amended conditions are deemed necessary by the SFHA, and if the amended conditions cause the Contractor to be required to provide additional services, the SFHA will negotiate suitable additional compensation to the Contractor to compensate the Contractor for the additional work caused by the unilateral addendum issued (such "additional compensation" shall be negotiated pursuant to the approved hourly rate that the Contractor proposed in response to the RFP).

6.0 **Severability.** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 **Applicable Laws.**

7.1 **Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.

7.2 **Jurisdiction of Law.** The laws of the State of California shall govern the validity, construction, and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Inker, MI is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

8.0 **Notices, Invoices, and Reports.**

8.1 All notices, reports and/or invoices submitted to the SFHA by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the SFHA:
or, if appropriate, e-mailed to: gamezc@sfha.org.

8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

or, if appropriate, shall be e-mailed to: _______@_________.

9.0 Data

9.1 Ownership: The Authority owns and will continue to own all data used and acquired by Contractor during the Term of this Contract.

9.2 Access: The Authority shall have access to all data pertaining to its clients at all times. Contractor will train Authority staff on how to access data if necessary, within 10 days of request.

9.3 Return: Upon completion or termination of contract, Contractor is responsible for providing the Authority with all data collected and acquired. Contractor will not remain with any client information at the expiration or termination of this Contract.

9.4 Security: Contractor is responsible for securing client data. A SOC 2 report shall be conducted with results provided to the Authority CEO as requested.

10.0 Disputed Billings (Charges).

10.1 Procedures: In addition to the procedures detailed within Clause No. 7 of Contract Appendix No. 1, form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work), in the event that the SFHA disputes any portion of its billing(s), the SFHA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

10.1.1 The SFHA's representative shall, within 10 days after the SFHA’s receipt of such billing, formally notify the Contractor’s representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

10.1.2 If such dispute cannot be resolved by the Contractor’s response, within 10 days after such notification is given, the CO and the Contractor’s
representative shall meet to discuss the matter and attempt to arrive at a resolution.

10.1.3 Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California at a location at the Authority’s sole decision and discretion. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney’s fees. Any such arbitration shall be conducted by an arbitrator experienced in government/public interest and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

11.0 2 CFR §200.326. Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the SFHA, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether inserted or by reference:

11.1 Remedies for Contractor Breach. Pertaining to contract-related issues, it is the responsibility of both the SFHA and the Contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the SFHA or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the SFHA has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the SFHA shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the SFHA shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

11.1.1 If the Contractor is in material breach of the contract, the SFHA may promptly invoke the termination clause detailed within Section No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work), which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

11.1.2 Prior to termination, the SFHA may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such
written warning may include placing the Contractor on probation, thereby giving
the Contractor a certain period of time to correct the deficiencies or potentially
suffer termination. The SFHA shall maintain in the contract file a written record
of any such warning detailing all pertinent information. If the Contractor does
not agree with such action, the Contractor shall have ten 10 days to dispute or
protest, in writing, such action; if he/she does not do so within the 10-day period,
he/she shall have no recourse but to accept and agree with the SFHA’s position
on the issue. The written protest must detail all pertinent information pertaining
to the dispute, including justification detailing the SFHA’s alleged incorrect
action(s).

11.1.3 After termination, if the Contractor does not agree with the SFHA’s justification
for the termination, the Contractor shall have 10 days to dispute, in writing, such
action; if he/she does not do so within the 10-day period, he/she shall have no
recourse but to accept and agree with the SFHA’s position on the issue. The
written protest must detail all pertinent information pertaining to the dispute,
including justification detailing the SFHA’s alleged incorrect action(s).

11.1.4 The response to any protest received shall be conducted in accordance with
Section No. 4.0 of the Instructions to Proposers and Contractors document.

11.2 Termination for Cause and Convenience. For all contracts in excess of $10,000, as
detailed within Clause No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014),
General Conditions for Non-Construction Contracts, Section I—(With or without
Maintenance Work), attached hereto. In addition to the immediate-foregoing, if the
SFHA terminates the Contractor for convenience, the SFHA is obligated to, as detailed
within Section 11.6.C.2 of HUD Procurement Handbook 7460.8 REV 2, negotiate with
and pay to the Contractor a “reasonable allowance for profit” for the remainder of the
contract period.

11.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60,
all contracts that meet the definition of “federally assisted construction contract” in 41
CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–
1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity”
Order 11375, “Amending Executive Order 11246 Relating to Equal Employment
Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

11.4 Davis-Bacon Act, as amended (40 U.S.C.3141–3148). When required by Federal
program legislation, all prime construction contracts in excess of $2,000 awarded by
non-Federal entities must include a provision for compliance with the Davis-Bacon Act
(40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor
Covering Federally Financed and Assisted Construction”). In accordance with the
statute, contractors [are] required to pay wages to laborers and mechanics at a rate not

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less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

11.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11.7 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act
as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection SFHA (EPA).

11.8 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

11.9 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


11.11 §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection SFHA (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12.0 Additional Considerations.

12.1 Right of Joinder.

12.1.1 Any political subdivision within the State of California (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor
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so grants such a privilege, the terms, and conditions of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

12.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the SFHA contract, it is expressly understood that the SFHA shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

12.2 Non-Escalation. Unless otherwise specified within the RFP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

12.3 Funding Restrictions and Order Quantities. The SFHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the SFHA, if:

12.3.1 Funding is not available;

12.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

12.3.3 The SFHA’s requirements in good faith change after award of the contract.

12.4 Local, State, and/or Federal Permits. Unless otherwise stated in the RFP documents, all local, State, or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the SFHA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.

12.5 Taxes. All persons doing business with the SFHA are hereby made aware that the SFHA is exempt from paying California State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

12.6 Government Standards. It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and St. John the Baptist Parish Pollution Regulations) and any other enacted ordinance, code, law, or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given, to the Contractor for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.
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12.7 Freight on Bill and Delivery. All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the RFP documents or within the contract.

12.7.1 The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the SFHA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

12.8 Backorders.

12.8.1 The CO must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.

12.8.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the SFHA, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the SFHA to do so.

12.9 Work on SFHA Property. If the Contractor’s work under the contract involves operations by the Contractor on SFHA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the SFHA’s negligence, shall indemnify the SFHA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

12.10 Official, Agent and Employees of the SFHA Not Personally Liable. It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the SFHA in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

12.11 Subcontractors. Unless otherwise stated within the RFP documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.

12.12 Salaries and Expenses Relating to the Contractors Employees. Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State, and local wage and hour
laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

12.13 **Attorney’s Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys’ fees. The amount so allowed as attorneys’ fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

12.14 **Independent Contractor.** Unless otherwise stated within the RFP documents or the contract, the Contractor is an independent Contractor. Nothing herein shall create any association, SFHA, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

12.15 **Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

12.16 **Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

12.17 **Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.

12.18 **Limitation of Liability.** In no event shall the SFHA be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.

12.19 **Indemnification.**

12.19.1 The Contractor shall indemnify, defend, and hold the SFHA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney’s fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the “California Industrial Insurance Act,” or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the SFHA against any loss or damage
which was specifically caused by the SFHA providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

12.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the SFHA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the SFHA. If the Contractor shall fail to do so, the SFHA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney’s fees and court costs.

12.19.3 Any money due to the Contractor under and by virtue of this contract, which the SFHA believes must be withheld from the Contractor to protect the SFHA, may be retained by the SFHA so long as it is reasonably necessary to ensure the SFHA’s protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the SFHA provided, however, neither the Corporation’s payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the SFHA from any potential claims.

12.19.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

12.20 Lobbying Certification. By execution of this contract with the SFHA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

12.20.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an SFHA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

12.20.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an SFHA, a Member of Congress, an officer or employee of
Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

12.20.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

12.21 Additional Federally Required Orders/Directives. Both parties agree that they will comply with the following laws and directives, where applicable:

12.21.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

12.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The SFHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

12.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the SFHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

12.21.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.


12.21.6 HUD Information Bulletin 909-23 which is the following:

12.21.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;
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12.21.6.2 Clean Air and Water Certification; and,


12.21.7 That the funds that are provided by the SFHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.

12.21.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

12.21.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

13.0 Section 3 Clause. As detailed within 24 CFR §135.38, Section 3 clause, the following required clauses are hereby included as a part of this contract.

13.1 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.

13.2 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.

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

13.4 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.

13.5 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.

13.6 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.

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

14.0 Appendices. The following noted documents are placed under each of the noted appendix and are a part of this contract:

<table>
<thead>
<tr>
<th>Section No.</th>
<th>Contract Appendix No.</th>
<th>Appendix Description</th>
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<tr>
<td>14.1</td>
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<td>form HUD-5370-C (01/2014), General Condition for Non-Construction Contracts, Section I—(With or without Maintenance Work)</td>
</tr>
<tr>
<td>14.2</td>
<td>2</td>
<td>form HUD 50071 (01/14), Certification of Payments to Influence Federal Transactions (NOTE: This form will only be completed and included as a part of the ensuing contract if the SFHA anticipates that total awards pursuant to the ensuing contract may or will exceed...</td>
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</table>
### 14.3
Standard Form LLL (Rev. 01/14), Disclosure of Lobbying Activities
(NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)

### 14.4
The Section 3 Plan (once Contract is issued)

### 14.6
**Inclusion by Reference.** Included by reference is any document or clause issued as a par. of RFP No. 19-015-RFP-0019, or within the Contractors proposal submittal, that the SFHA may choose to include at any time during the performance of this contract or any options exercised thereto by the SFHA (NOTE: This inclusion shall be the unilateral right of the SFHA and not the Contractor). Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the SFHA upon written request for such from the Contractor.

### 14.7
**Order of Precedence.** Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

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### 15.0 CERTIFICATIONS.
The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

**[The Contractor]:**

By: ____________________________ Date: _____________

[Name], [Title]

**San Francisco Housing Authority:**

By: ____________________________ Date: _____________

[Name], [Title]
General Conditions for Non-Construction Contracts
Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 3/31/2020)

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 $105,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than $2,000 but not more than $150,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $150,000 - use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than $150,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the servies, 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 charged 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, anc other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor for the purpose of 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 directly 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 his 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, memos, and 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 alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

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

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

(d) Provided the Contractor has (i) given notice within the time stated in paragraph (a) 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; Debament

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

11. Organizational Conflicts of Interest

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

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

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

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

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any
product of work shall be deemed accepted as submitted if
the HA does not issue written comments and/or required
corrections within 30 days from the date of receipt of such
product from the Contractor.
(b) The Contractor shall make any required corrections
promptly at no additional charge and return a revised copy
of the product to the HA within 7 days of notification or a
later date if extended by the HA.
(c) Failure by the Contractor to proceed with reasonable
promptness to make necessary corrections shall be a
default. If the Contractor's submission of corrected work
remains unacceptable, the HA may terminate this contract
(or the task order involved) or reduce the contract price or
cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal
Transactions

(a) Definitions. As used in this clause:
"Agency", as defined in 5 U.S.C. 552(f), includes Federal
executive departments and agencies as well as independent
regulatory commissions and Government corporations, as
defined in 31 U.S.C. 9101(1).
"Covered Federal Action" means any of the following
Federal actions:
(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or
modification of any Federal contract, grant, loan, or
cooperative agreement.
Covered Federal action does not include receiving from an
agency a commitment providing for the United States to insure
or guarantee a loan.
"Indian tribe" and "tribal organization" have the meaning
provided in section 4 of the Indian Self-Determination and
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 or to 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 a any
tier, and subgrantees at any tier of the recipient of funds received
in connection with a Federal contract, grant, loan, or cooperative
agreement. The term excludes an Indian tribe, tribal organization,
or any other Indian organization with respect to
expenditures specifically permitted by other Federal law.
"Regularly employed means, with respect to an officer or
employee of a person requesting or receiving a Federal
contract, grant, loan, or cooperative agreement, an officer or
employee who is employed by such person for at least 130
working days within one year immediately preceding the date of
the submission that initiates agency consideration of such
person for receipt of such contract, grant, loan, or cooperative
agreement. An officer or employee who is employed by such
person for less than 130 working days within one year
immediately preceding the date of submission that initiates
agency consideration of such person shall be considered in a
regularly employed as soon as he or she is employed by such
person for 130 working days.
"State" means a State of the United States, the District of
Columbia, the Commonwealth of Puerto Rico, a territory or
possession of the United States, an agency or instrumentality of
a State, and a multi-State, regional, or interstate entity having
governmental duties and powers.
(b) Prohibition.
(i) Section 1352 of title 31, U.S.C. provides in part: that no
appropriated funds may be expended by the recipient
of a Federal contract, grant, loan, or cooperative
agreement to pay any person for influencing or
attempting to influence an officer or employee of any
agency, a Member of Congress, an officer or
employee of Congress, or an employee of a Member
of Congress in connection with any of the following
covered Federal actions: the awarding of any Federal
contract, the making of any Federal grant, the making
of any Federal loan, the entering into of any
cooperative agreement, and the extension,
continuation, renewal, amendment, or modification of
any Federal contract, grant, loan, or cooperative
agreement.
(ii) The prohibition does not apply as follows:
(1) Agency and legislative liaison by Own Employees.
   (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
   (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
   (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
      (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
      (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
   (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
      (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action.
      (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
      (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
   (e) Only those activities expressly authorized by subdivision (b)(i)(2)(a)(i) of this clause are permitted under this clause.
(2) Professional and technical services.
   (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of—
      (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
      (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
   (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
   (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
   (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
   (iii) Selling activities by independent sales representatives.
   (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
      (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
      (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
   (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
   (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty would 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 additions work or any of the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

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

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 35)

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

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

(e) The contractor will certify that any vacant employment positions, including training positions, that are filed (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 filed 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.
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.


<table>
<thead>
<tr>
<th>Name of Authorized Official</th>
<th>Title</th>
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Signature

Date (mm/dd/yyyy)
**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
</tr>
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<tbody>
<tr>
<td>a. contract</td>
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<tr>
<td>b. grant</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
</tr>
<tr>
<td>d. loan</td>
</tr>
<tr>
<td>e. loan guarantee</td>
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<tr>
<td>f. loan insurance</td>
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</tbody>
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<tr>
<th>2. Status of Federal Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. bid/offer/application</td>
</tr>
<tr>
<td>b. initial award</td>
</tr>
<tr>
<td>c. post-award</td>
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</tbody>
</table>

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<tr>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. material change</td>
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</tbody>
</table>

For Material Change Only:

<table>
<thead>
<tr>
<th>year</th>
<th>quarter</th>
<th>date of last report</th>
</tr>
</thead>
</table>

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<tr>
<th>4. Name and Address of Reporting Entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime</td>
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<tr>
<td>Subawardee</td>
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</tbody>
</table>

Tier, if known:

Congressional District, if known:

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
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<tr>
<th>7. Federal Program Name/Description:</th>
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</table>

CFDA Number, if applicable:

<table>
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<tr>
<th>8. Federal Action Number, if known:</th>
</tr>
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</table>

$ Award Amount, if known:

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</th>
</tr>
</thead>
</table>

b. Individuals Performing Services (Including address if different from No. 10a)
(last name, first name, MI):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: ___________________________ Date: ________

Print Name: __________________________

Title: _______________________________

Telephone No.: _______________________ Date: ________

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federer identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.