

## Request for Proposals (RFP) NO. 21279-300 CoC-Funded Projects Subcontractor

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### Introduction

The Housing Authority of the County of Contra Costa (hereinafter, “HACCC”) is a public entity that provides federally subsidized housing and housing assistance to low-income families within the County of Contra Costa. HACCC is headed by an Executive Director (ED) and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and HACCC’s procurement policy.

HACCC is a public body corporate and politic created pursuant to California statutes. The Authority’s primary responsibilities include the administration of over 9,200 Housing Choice (Section 8) Vouchers and over 960 units of public housing in thirteen apartment developments throughout the County. It is overseen by a Board of Commissioners that also serves as the County Board of Supervisors.

In keeping with its mandate to provide efficient and effective services, HACCC is now soliciting a Request for Proposal (RFP) from qualified, licensed, and insured entities to provide services to HACCC as listed below. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

### **Accessing the RFP Solicitation**

All solicitations are posted on our website at

[http://www.contracostahousing.org/Purchase Department.htm](http://www.contracostahousing.org/Purchase%20Department.htm)

### **Responding to the RFP Solicitation**

All questions pertaining to this solicitation shall be emailed to the HACCC Contact Identified Below. Once a question is posted, a response will be sent in the form of a numbered addendum for all bidders to review. Always follow HACCC instructions in the solicitation documents, along with any addenda when responding. Failure to do so may disqualify your bid response. Please submit a single PDF submission with the subject line: "CoC-Funded Projects Subcontractor RFP Response".

### **HACCC Contact Person**

The HACCC contact person and contracting agent for this RFP is:

Julian Ignacio, Housing Operations

Email: [jignacio@contracostahousing.org](mailto:jignacio@contracostahousing.org)

### **HACCC'S RESERVATION OF RIGHTS:**

- a) HACCC reserves the right in its sole discretion to reject any or all proposals, to accept and/or reject any portion of a proposal, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HACCC to be in its best interests.
- b) HACCC reserves the right not to award a contract pursuant to this RFP.
- c) HACCC reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- d) HACCC reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- e) HACCC reserves the right to 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 HACCC Purchasing Agent (PA).
- f) HACCC reserves the right to negotiate the fees proposed by the proposer entity.
- g) HACCC reserves the right to 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.

- h) HACCC shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- i) HACCC shall reserve the right to 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 our website and downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document. The prospective bidder further agrees that he/she will inform the PA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by HACCC that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve HACCC, but not the prospective proposer, of any responsibility pertaining to such issue.

## RFP Timeline

Request for Proposals Announced	November 1, 2021
Mandatory Bidders' Webconference via Zoom	November 22, 2021 Contact: <a href="mailto:tucciferri@contracostahousing.org">tucciferri@contracostahousing.org</a> for the link information.
Final date questions will be accepted	December 6, 2021
Questions and Answers published	December 13, 2021
<b>Response Submission Deadline</b> <i>No response will be accepted after this date and time.</i>	Bids must be sent <u>SEALED</u> in an envelope postmarked or delivered no later than <u>2:00pm December 29, 2021</u> . Send bids to: 3133 Estudillo St Martinez CA, 94553 Attention: <u>RFP 21279-300</u>
Notification of Awards	February 7, 2022
Anticipated date contract to start	March 1, 2022

## Scope Overview

HACCC is the direct recipient of four projects under the Continuum of Care Program, funded by the United States Department of Housing and Urban Development (HUD) and authorized by Title IV of the Stewart B. McKinney Homeless Assistance Act. The projects provide rental assistance and ongoing support services to homeless individuals who have a disability related to mental illness, chemical dependency, HIV/AIDS or related disorders and/or other disabilities. These projects were funded under what was previously known as the Shelter Plus Care Program.

The HACCC is seeking qualifications and proposals from one or more agency or partnerships of agencies to provide subcontracted housing case management, supportive services, and administrative support across four different CoC-funded projects. As the direct recipient of the project, HACCC will be responsible for: Eligibility and income certifications, Housing Quality inspections, Rent and security deposit negotiation and payment, Financial/program reporting required by HUD, reimbursement of subcontractor for supportive services and split admin funding as required by HUD. Subcontractors should have experience partnering with public agencies to ensure compliance with funding regulations and working in a collaborative approach to program delivery.

HACCC and the selected firm will execute a Professional Services Agreement (PSA) with the Scope of Work included in this RFP. HACCC anticipates executing a two-year contract that will begin March 1, 2022, with amounts not to exceed \$450,000 and subject to annual appropriations by Congress and HUD as well as successful performance of contract deliverables. In addition, HACCC will include three optional annual renewals of the contract for a total commitment of up to five years.

Project Name	Project Location and Population Focus	21/22 Grant Period	Number of Units
Tenant Based Rental Assistance (TBRA)	Scattered Sites across Contra Costa County Majority (except for legacy clients) dedicated to chronically homeless, focused on mental illness, substance abuse	4/1/21 – 3/31/22	258 – 290+ (fluctuates)
Project Based Rental Assistance (PBRA)	534 Ohio Avenue, Richmond, CA 94804 100% dedicated to chronically homeless, focused on mental illness, substance abuse	10/1/21 – 9/30/22	6
Lakeside	1897 Oakmead Ave., Bldg. 1, Concord, CA 94520 100% dedicated to chronically homeless	7/1/21 – 6/30/22	4
Villa Vasconcellos	1515 Geary Rd., Walnut Creek, CA 94597 100% dedicated to chronically homeless, focused on seniors age 55+	10/1/21 – 9/30/22	5

**Supportive Services:**

The primary task is to provide supportive services to clients in housing using a progressive engagement model and trauma informed care approach. Subcontractor will facilitate entry of new participants into the program and provide housing information and assistance activities as well as provide supportive services to current residents.

Supportive services are services provided to project participants for the purpose of enabling the participant's ability to maintain independent living. The subcontractor will be responsible for creating a customized support services plan with each resident as appropriate for each individual's needs and preferences. Services shall be provided to the extent required by the eligible program participant, including the following:

- Mental health prevention
- Early intervention
- Rehabilitation services
- Psychotherapy
- Residential and crisis services
- Substance abuse detoxification
- Residential and outpatient treatment services and counseling
- Document readiness
- Housing location and identifying units (for scattered site)
- Move in assistance
- Facilitate tenant/landlord engagement
- Occasional transportation
- Budget counseling/bill management
- Security deposit/rental assistance
- Housing crisis intervention
- Referral to legal services
- Supporting family obligations and annual recertification appointments
- Housing navigation and retention
- Facilitate connection to Community Connect, PHN, & IHSS services
- Acquisition & maintenance of housing stock
- Client advocacy
- Facilitate linkage to health services
- Case conferencing
- In-home visitation/regular in-field case management
- Annual assessments/data entry
- File management
- Other services that participants may require to live independently and maintain stable housing.

### **Administrative/Record Keeping:**

Subcontractors are responsible for:

- Recordkeeping and documentation of program elements.
- Collect and maintain all required documentation including client files, organizational policies and procedures, fiscal documents and other documents as required by the HUD CoC Program Rules.
- Provide quarterly progress reports, participate in any required monitoring or compliance activities.

- Responsible for all HMIS data entry and completion of Annual Performance Reporting (APR) as required by HUD. *Please review Appendix A for sample staffing structure and job descriptions.*
- Participate in annual monitoring by HACCC
- Act as lead for annual NOFO competition

Subcontractors are also responsible for recordkeeping and documentation of program elements. Subcontractors must collect and maintain all required documentation including client files, organizational policies and procedures, fiscal documents and other documents as required by the HUD CoC Program Rules. Provide quarterly progress reports, participate in any required monitoring or compliance activities. Subcontractor will further be responsible for all HMIS data entry and Annual Performance Reporting (APR) as required by HUD. Please review Appendix A for sample staffing structure and job descriptions.

## **Proposer Eligibility and Requirements**

To be eligible, all applicants must meet the following conditions:

- Be an eligible entity under the CoC Program rules:
  - Non-profit organizations
  - States
  - Local governments
  - Instrumentalities of State and local governments
  - Public housing agencies
- Demonstrate the financial and management capacity and experience to carry out the project and to administer Federal funds;
- Submit required certifications;
- Agree to participate in HMIS (except for victim service providers who must use a comparable database);
- Potential subrecipients must have satisfactory capacity, drawdowns, and performance for existing grant(s), as evidenced by timely reimbursement of subrecipients, regular drawdowns, and timely resolution of any monitoring findings;
- All projects must have a DUNS number and active registration in SAM.

Qualified applicants will have experience working with the Contra Costa County (or similar) Mental Health Services and the Coordinated Entry System and will ensure fidelity to the CES policies and procedures, including that all units are filled through this process. In addition, subcontractors should have experience working with or as a part of a clinical team with trauma-informed skills. Subcontractors must all have experience and ability to document all participant data into the HMIS database, follow all CoC/ESG program written standard, and adhere to Housing First Principles. Subcontractors must operate in compliance with the following local written standards:

CoC's Written Standards for Providing CoC and Emergency Solutions Grant (ESG) Assistance:  
<https://cchealth.org/h3/coc/pdf/COC-and-ESG-Assistance-Written-Standards.pdf>

Contra Costa Coordinated Entry System Policies & Procedures:  
<https://cchealth.org/h3/coc/pdf/CES-P-and-P.pdf>

CoC-HMIS Governance Charter, Policies & Procedures:  
<https://cchealth.org/h3/coc/pdf/HMIS-Policies-and-Procedures.pdf>

HACCC will actively monitor all services provided as a part of the contract(s) that result(s) from this RFP process. The monitoring will determine if the subcontractor is performing as intended and if good cause exists to terminate the contract prior to the end of the stated contract term. HACCC will also conduct an annual audit of the subcontractor operations for the contracted project.

At a minimum, subcontractors will be expected to:

1. Collect and timely document participant data and services delivered into the County's Homeless Management Information System (HMIS), per the HMIS Agency and User Agreements and Contra Costa County HMIS Policies & Procedures.
2. Provide HACCC with requested data from the HMIS and/or systems at least quarterly.
3. Administer their activities consistent with Housing First principles and statute, promoting and retaining fidelity to the Housing First mission of HUD, HACCC, and the Contra Costa County Homeless Continuum of Care ("CoC"). The state of California defines the core components of Housing First as follows ([Section 8255\(b\) of the California Welfare & Institutions Code](#)):
  - a. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.\*
  - b. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."\*
  - c. Acceptance of referrals directly from the Coordinated Entry system which includes shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.\*
  - d. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
  - e. Participation in services or program compliance is not a condition of permanent housing tenancy.
  - f. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
  - g. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
  - h. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

- i. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
- j. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

\*Note: core components of Housing First that include an asterisk above, including tenant prioritization, selection and referrals will be handled by HACCC or their designated subgrantee in compliance with the Contra Costa Coordinated Entry System Policies & Procedures.

- 4. Participate in coordinated entry, including but not limited to adopting and following the Contra Costa Coordinated Entry System Policies & Procedures, maintaining low barrier to enrollment in services and housing, maintaining fair and equal access to programs, providing appropriate safety planning, creating and sharing written eligibility standards, communicating vacancies, accept all referrals from CE, participating in planning, contributing data to HMIS, ensuring staff receive regular training and supervision, and ensuring client rights are protected and clients informed of their rights and responsibilities. Please see section 4D of the Coordinated Entry System Policies & Procedures for a full description of the roles and responsibilities of provider agencies.
- 5. Perform all administrative functions, and act as HACCC's lead in the annual Notice of Funding Opportunity (NOFO) process once HUD announces the availability of funds. Subgrantee will prepare all applications including PRESTO reports, supplemental applications, project applications and all other materials pertaining to NOFO. Process will include the review of prior year's APRs, confirm accuracy of information and ensure the application for renewal funding is accurate and timely in collaboration with the Continuum of Care.
- 6. Participate in monthly budget/finance review of program expenditures and leasing capacity to ensure maximum utilization of program funds.
- 7. Participate in an annual monitoring review, conducted by HACCC, to verify that program funds are being expended properly, files are being created and maintained correctly, service match is being properly documented and reporting is being submitted properly and in a timely manner.
- 8. Subcontractor will be responsible for completing and ensuring that Annual Progress Reports (APR) are submitted to HUD in a timely manner.

## Program Definitions and Eligible Costs

These are all **Permanent Supportive Housing (PSH)** projects that provide permanent housing in which supportive services are provided to assist homeless persons with a disability to live



independently. Projects must select program participants consistent with the CoC's Coordinated Entry process and must serve persons experiencing chronic homelessness at the time they initially enroll in the project (defined in 24 CFR 578.3).

Chronically homeless means:

- 1) A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
  - i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
  - (ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
- 2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- 3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

These projects use a Housing First approach in their design. Housing First is a model of housing assistance that is offered without preconditions (such as sobriety or a minimum income threshold) or service participation requirements, and rapid placement and stabilization in permanent housing are primary goals.

Funds may be used for:

#### **1) Supportive Services**

- a. Grant funds may be used to pay the eligible costs of supportive services that address the special needs of the program participants. If the supportive services are provided in a supportive service facility not contained in a housing structure, the costs of day-to-day operation of the supportive service facility, including maintenance, repair, building security, furniture, utilities, and equipment are eligible as a supportive service. Supportive services are all voluntary and must be made available to assist program participants obtain and maintain housing. Recipients and subrecipients shall conduct an annual assessment of the service needs of the program participants and should adjust services accordingly.
- b. Permanent supportive housing projects must provide voluntary housing focused supportive services for the residents to enable them to live as independently as is

practicable throughout the duration of their residence in the project. Services may also be provided to former residents of transitional housing and current residents of permanent housing who were homeless in the prior 6 months, for no more than 6 months after leaving transitional housing or homelessness, respectively, to assist their adjustment to independent living.

- i. A partial list of eligible supportive service costs include:
  1. Annual Assessment of Service Needs
  2. Assistance with moving costs
  3. Case management
  4. Childcare
  5. Education services
  6. Employment assistance and job training
  7. Food
  8. Life skills training
  9. Mental health services
  10. Outpatient health services
  11. Substance abuse treatment services
  12. Transportation
  13. Utility deposits
  14. Direct provision of services

## **2) Administrative Costs**

- a. The subrecipient may receive funding for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out other eligible activities, because those costs are eligible as part of those activities.
- b. Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
  - i. Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration.
  - ii. Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
  - iii. Costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings and
  - iv. Costs of carrying out the environmental review responsibilities.

In addition, HACCC receives and administers rental assistance under these grants. This funding will not be subcontracted, but the description of how rental assistance grant funds may be used is included for informational purposes below.

### **Rental Assistance**

- a. Grant funds may be used for rental assistance for homeless individuals and families. Grant funds also may be used for security deposits in an amount not to exceed 2 months of rent. An advance payment of the last month's rent may be

provided to the landlord, in addition to the security deposit. If a unit is vacated before the expiration of the lease, the assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance will be paid until the unit is occupied by another eligible person. Brief periods of stays in institutions, not to exceed 90 days for each occurrence, are not considered vacancies. Recipients and subrecipients may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. This shall be a one-time cost per participant, incurred at the time a participant exits a housing unit.

- i. **Tenant-based Rental Assistance** is rental assistance in which program participants choose housing of an appropriate size in which to reside. To facilitate services, program participants may be required to live in a specific area or a specific structure, in some cases. Program participants who have complied with all program requirements during their residence retain the rental assistance if they move. Certain households with domestic violence experience may retain the assistance outside the CoC's area. Other program participants may also choose housing outside the CoC's geographic area, if the recipient is able to meet all CoC requirements in the area where the participant chooses housing. If unable to meet the requirements, the recipient may refuse to permit the participant to retain TBRA if the participant moves outside of the geographic area.
- ii. **Project-based Rental Assistance** is rental assistance provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.

## Match Requirements

Provide 25% match requirement. Subrecipients are required to provide cash or in-kind match from sources outside of this grant funding request in accordance with the CoC regulations. The total grant amounts are currently \$7,489,490. The 25% match would be approximately \$1,872,373.

- The recipient or subrecipient must match all grant funds, with no less than **25 percent** of funds or in-kind contributions from other sources. The 25 percent match must be provided on a grant-by-grant basis.
- **Cash Match:** A recipient or subrecipient may use funds from any source, including any other federal sources (excluding Continuum of Care program funds), as well as State, local, and private sources, provided that funds from the source are not statutorily prohibited to be used as a match.
- **In-kind Match:** The recipient or subrecipient may use the value of any real property, equipment, goods, or services contributed to the project as match, provided that, if the recipient or subrecipient had to pay for them with grant funds, the costs would have been eligible.

## Response Instructions

Responses must be submitted in the format of a single PDF with the following specifications:

- a) Written in Times New Roman in size 12 font
- b) Single-spaced pages
- c) Margins 1 inch on all sides
- d) All pages consecutively numbered
- e) Proposal follows the outline presented below
- f) 12-page text limit for Statement of Qualifications (this does not include Cover Sheet, Program Description/Executive Summary, or Appendices)

A panel of RFP reviewers will score each proposal. A maximum of 100 points for each proposal is possible using the following scoring:

1. Characteristics and Qualifications of Responder	30 Points
2. Activity/Program Design, Implementation and Evaluation Plan	60 Points
3. Budget and Justification	10 Points

In order to be considered for an award, the proposal must have a minimum score of 80 points. Based on overall scores, RFP reviewers will recommend selection and funding of the responder to *potentially* provide services using HACCC's CoC funding. Funding for this contract will be contingent upon review and approval as well as availability of funds.

Submissions must include the following, clearly marked and in the order presented:

- A. Cover Sheet (1 page), completed and signed by Agency Executive Director
- B. Program Description/Executive Summary (1 page)
- C. Statement of Qualifications (12 pages)
  - o Characteristics and Qualifications of Responder (4 pages)
  - o Activity/Program Design, Implementation and Evaluation Plan (5 pages)
  - o Budget and Justification (3 pages)
- D. Appendices (no page limit)

Response Detailed Instructions:

a) **Cover Sheet**

A Cover Sheet with a signature of the responder's Executive Director (or equivalent title) must be attached as the top document of the response. Please clearly note under which project(s) you are proposing to provide services. The Cover Sheet template may be found in Appendix B of this RFP.

b) **Program Description/Executive Summary** (1-page maximum, not scored)

Please describe a program overview that includes a summary of the service delivery model, proposed staffing structure, and plans for coordination with HACCC to meet administrative requirements.

c) **Characteristics and Qualifications of Responder** (4-page maximum, 30 points total)

Include a narrative describing the characteristics and qualifications of the responder entity that will be operating the program and delivering services. Please describe the responder's qualifications relating to the requirements described herein. Include a description of the responder's organizational capacity and sustainability to perform activity and serve the target population.

Please describe:

- 1) Successful experience executing proposed project activities. Include a description of how the proposer will operate and manage the project. **(10 points)**
- 2) Experience in working with local Coordinated Entry and Continuum of Care. **(10 points as follows):**
  - a. Successful experience in serving chronically homeless youth, individuals, and families in coordination with local coordinated entry systems. **(5 points)**
  - b. Successful experience in developing and utilizing strategic/innovative practices, and strategies to increase outcomes. **(5 points)**
- 3) The ability to work successfully in racially/ethnically diverse settings and/or to collaborate with agencies with such experience. Bilingual service capacity is desired. The ability to work successfully with individuals of diverse sexual orientations and gender identities, and to collaborate with agencies with such experience. Experience soliciting and implementing program participant feedback (e.g., resident advisory council or feedback loops). **(5 points)**
- 4) Successful experience in implementing Housing First within programs (see core components of Housing First defined above). Responders may reference or attach any documents (as appendices) that they plan to use to measure adherence to Housing First principles. For example, the [USICH Housing First Checklist](#), or the [HUD Housing First Assessment Tool](#). **(5 points)**

d) **Program/Activity Design, Implementation and Evaluation Plan** (5-page maximum, 60 points total)

Details of the responder's organizational capacity/implementation and evaluation plan.

Please describe:

- 1) An implementation plan for the proposed activity that includes details of service delivery model, maximum number of clients able to serve with current funding

- available and additional capacity should more funding become available (for TBRA project), a program implementation plan that includes hours of operation, and aftercare services and supports. Include a description of the processes you will use to assess and develop a services plan and a description of all services available either through in-house support or connections to community-based services providers. **(20 points)**
- 2) How you would design and implement a program evaluation that communicates outcomes and program impact and would be inclusive of program participant voices. Describe the outcomes of any existing similar programs, and how your proposed program model will contribute to achieving the HUD System Performance Measures (SPMs) and Annual Performance Report (APR) metrics relevant to the project type. Please include proposed metrics for evaluating progress. **(20 points)**
- a. **Increasing Housing Retention** (% of participants who remained in the program for at least 6 months or “living-leavers” who exited to another permanent destination)
  - b. **Exits to Homelessness** (% of persons who exited to homeless temporary destinations, such as emergency shelter, transitional housing, place not meant for human habitation, or hotel/motel)
  - c. **Maintaining/Increasing Case Income** (% of adults who maintained or increased any non-zero cash income (employment and/or mainstream benefits) based on last completed annual assessment for stayers and based on exit for leavers)
  - d. **Connecting to Non-Cash Mainstream Benefits** (% of adults who access at least one non-cash mainstream benefit based on last completed annual assessment for stayers and based on exit for leavers)
  - e. **Connecting to Health Insurance** (% of adults who access at health insurance benefits based on last completed annual assessment for stayers and based on exit for leavers)
  - f. **Successful Referrals and Placement** (% of referrals accepted through coordinated entry system; length of time from enrollment to placement)
  - g. **Data Quality** (1% or fewer values that are missing or unknown for required HUD universal data elements in HMIS)
- 3) Current or proposed staffing to fulfill the responsibilities of the scope of work identified in this RFP. Include the title, and current or proposed qualifications for each staff member, as well as each staff member’s proposed role and/or function in the project. Include the percentage of time (full-time equivalency or FTE) for each staff member assigned to the project. Responder should attach relevant resumes and job descriptions in the appendices. See Appendix A of this RFP for Sample Staffing Structure and Job Descriptions. **(20 points)**
- e) **Budget and Justification** (3-page maximum, 10 points total)
- A budget outlining the expected costs providing full support to the program, broken down by major cost categories. The budget should include clear justification.

Please address the following:

- 1) Responders are required to submit a competitive budget, for a one-year contract term, which will allow them to operate at an optimal level. Responders must submit a complete budget for the total cost of the proposed project, including the request to HACCC and any other funding sources being leveraged. **(5 points)**
  - 2) Funding is limited to up to \$450,000, which is inclusive of the supportive services budget and 50% of administration budgets (\$145,676) across the four CoC-funded projects. If indirect costs will be charged, responder must specify the rate and calculation method to be used (see 2 CFR § 200.414). The maximum allowable indirect cost rate is 10%, unless evidence of a higher federally approved indirect cost rate is submitted. **(3 points)**
  - 3) Budget Justification. Include a budget justification for each line item, to explain how the number of hours for each personnel line item was determined, how operating costs were determined, and how administrative costs were determined. **(2 points)**
- f) Appendices (does not count towards page limit, not scored)

Appendices may include the detailed resumes of all program staff (or job descriptions if staff have not been identified yet), copies of applicable policies and procedures, and details of how the project will contribute to meeting performance metrics if no metrics are available.

## Contract Award Procedure

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

By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by HACCC, including the contract clauses already attached as Attachment G. Accordingly, HACCC has no responsibility to conduct, after the submittal deadline, any negotiations pertaining to the contract clauses already published.

**Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by HACCC pursuant to this RFP:

**Contract Form:** HACCC will not execute a contract on the successful proposer's form--contracts will only be executed on HACCC form (please see Sample Contract, Attachment G), and by submitting a proposal the successful proposer agrees to do so (please note that HACCC reserves the right to amend this form as HACCC deems necessary). However, HACCC will,

during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for HACCC to do so; but the failure of HACCC to include such clauses does not give the successful proposer the right to refuse to execute HACCC's contract form. It is the responsibility of each prospective proposer to notify HACCC, 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. HACCC will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by HACCC's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

Please note that HACCC 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.

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

**Unauthorized Sub-Contracting Prohibited:** The successful proposer 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 PA. Any purported assignment of interest or delegation of duty, without the prior written consent of the PA shall be void and may result in the cancellation of the contract with HACCC, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the PA.

**Contract Period:** HACCC anticipates that it will award a contract for an initial term of two (2) years, with the option to renew, at HACCC's discretion, in one (1) year increments up to three (3) additional years, for a maximum total of five (5) years.

**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.

**Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;

An original certificate evidencing General Liability coverage, naming HACCC as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HACCC 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 deductible of not greater than \$1,000;

An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

A copy of the proposer's business license allowing that entity to provide such services within the County of Contra Costa and subsequent cities.

The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT SUBMIT COPIES OF INSURANCE OR BUSINESS LICENSE DOCUMENTS WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).

## Appendix A: Sample Staffing Structure and Job Descriptions

Proposers are encouraged to propose a staffing structure in alignment with their organizational capacity and workflows, that fulfills the responsibilities of the scope of work identified in this RFP. For reference, the prior subcontractor maintained the following staffing structure:

- **Supportive Housing Program Manager** (1 FTE): team management and coordination, data quality assurance, HUD documentation and reporting compliance, evaluations/audits, coordination/collaboration with HACCC
- **Lead Housing Case Manager** (1 FTE): 10-15 client case load (most complex cases), light administrative duties in coordination with HACCC
- **Housing Case Manager** (2 FTE): 20-25 client case load per manager; fluctuates seasonally, meeting the complex needs of current clients across the four projects

Typical case management needs have been as follows: Housing Case Managers would together be case managing around 15-17% of clients at a time across all programs. The Lead Housing Case Manager would only handle a small case load of complex clients (around 10-12), which would be around 3% of clients at a time across all programs. The average number of clients with high intensity needs averages 5% at any given time. They may not all necessarily be case managed by the provider; if there is no imminent housing need, they may be referred to appropriate service providers. There may be at any given time, around 20% of clients that have a need for light, or occasional engagement and referral. The numbers fluctuate depending on the season (+/- 2-3%), with spring and summer as the most active seasons with moves, etc.

### Supportive Housing Program Manager

The Supportive Housing Program Manager will provide leadership and direction that assist youth, adults and families experiencing homelessness in securing and maintaining permanent housing that will end their homelessness and further their ability to live independently.

#### ESSENTIAL FUNCTIONS

- Oversee all aspects of the program.
- Manage all contracts, oversee data quality assurance for all grants/programs.
- Provide leadership, direction and oversight of the operations to ensure the success of the program which includes all administrative/management functions, reporting, supervising staff, contract monitoring, and training.
- Facilitate case conferences and ensure appropriate therapeutic and other supportive services are provided to all program participants.
- Provide support and supervision to case managers which include performance evaluations, disciplinary action, and other training supports as needed.
- Reviewing and auditing client files to ensure documentation and forms are complete.
- Identify case manager training needs and ensure proper training for all staff is provided consistently throughout programs.
- Oversee new participant intakes- review and qualify new applicants from CE

- Oversee discharge plans, coordinate participant exits where necessary
- Prepare and submit monthly, quarterly and semi-annual, and/or annual program service reports for grants (includes Federal, State, and local funding sources).
- Completion of annual NOFO applications.
- Oversee administration of client satisfaction surveys annually.
- Identify performance goals for the program and work with case managers to ensure that all internal and external performance goals are met.
- Act as a liaison to Housing Authority of Contra Costa County.
- Provide support to senior staff in budget monitoring by compiling, analyzing and reviewing financial information on a monthly and yearly basis.
- Ensure data collection mechanisms are collecting correct data on a monthly, semi-annual and annual basis; review all monthly reports.
- All other duties as assigned.

**Ability to:**

- Gather and analyze data, prepare reports and grant writing.
- Exercise good judgment and discretion in handling confidential matters.
- Deal tactfully, diplomatically and objectively with program participants, case managers, providers, government and elected officials, and the general public.

**Minimum Qualifications:**

- **Education:** Possession of a Bachelor's degree from an accredited college or university with a major in health services, counseling, psychology, social welfare, or a closely related field.
- **Experience:** Two years of full-time experience or its equivalent working in homeless services, one of which providing program management, supervision of staff, housing case management and direction in housing, homeless, and/or behavioral health care services within residential settings.
- **Substitution for education:** A minimum of four years of full-time experience or its equivalent working in homeless services, one of which providing program management, direct supervision of staff, housing case management, and direction in homeless, and/or behavioral health care services within residential settings.
- Must possess a valid California driver's license.

**Desired Qualifications:**

- Experience working in homeless services in Contra Costa County and knowledge of social service providers in the area.
- Excellent communication skills particularly in areas of public speaking and writing.
- Ability to work with diverse populations.
- Ability to be supportive and provide guidance in a non-judgmental manner.
- Good listening skills.
- Successfully clear fingerprinting; criminal background and child abuse registry check.

**Knowledge of:**

- Best practices in working with youth, adults and families experiencing homelessness with severe and persistent mental and/or physical health needs.
- Principles and practices related to the management and professional development of direct line staff, case managers and mid-level managers.
- HUD grants and reporting

## **Lead Housing Case Manager**

Under the supervision of the Supportive Housing Program Manager, the Lead Housing Case Manager will be responsible for addressing the needs of difficult to serve clients in the program, supporting the Supportive Housing Program Manager in client case conferences, coordination of service providers linked with participants, and operate as a critical link to the Housing Authority of Contra Costa whilst issuing letters of correspondence to the Housing Authority in response to weekly program reports. The individual in this position will also provide assessments of program participants for arrangement of critical services, brief goal-oriented housing case management and advocacy, and housing retention services to individuals living independently in Rental Assistance Programs.

### **ESSENTIAL FUNCTIONS**

- Work collaboratively with the Housing Authority to address outstanding client issues in weekly reports.
- Correspond with program participants via letter writing and phone calls to ensure highest quality of care and to address any outstanding issues.
- Conduct assessments of clients to initiate and maintain critical services.
- Maintain small case load of difficult to serve participants in program.
- Assist clients attempting to navigate challenging relationships with landlords and property managers and refer to legal services when necessary.
- Develop relationships with the Housing Authority, property managers, and landlords to create and identify housing options and opportunities for program participants.
- Act as point-of-contact for case management staff when Supportive Housing Program Manager is unavailable.
- Maintain appropriate case notes and documentation systems for program accountability.
- Conduct data QA in collaboration with the Supportive Housing Manager for reporting purposes throughout the year.
- Assist Supportive Housing Manager with participant intakes
- Assist Supportive Housing Manager with participant discharge plans
- Coordinate services with other agencies that meet participant needs including housing retention, employment, linkage to medical assistance, mental health referrals, substance abuse treatment referrals, etc.
- Submit reports to the Supportive Housing Case Manager as required.
- Work collaboratively with the CORE team and Supportive Housing Case Manager when identifying and working with new participants in the program.
- Provide individual counseling, advocacy, life skills education, benefits assistance, and employment services as needed.

- Respond to community phone calls and email inquiries regarding housing resources and supportive services in Contra Costa County.
- Attend all mandatory staff meetings, case conferences, and trainings.
- Perform all data entry into HMIS and hard copy filing as required.
- Practice excellent file/document management
- Manage communications with program participants and service providers regarding the status of program availability for programs.
- Work collaboratively with Housing Case Managers to provide timely information regarding the status of program clients.
- Work collaboratively with data team to ensure HUD data compliance.
- Other duties as assigned.

### **JOB QUALIFICATIONS**

- Ability to work with diverse populations.
- Good letter writing skills.
- Ability to effectively multitask.
- Strong organizational skills required.
- Ability to communicate clearly, both in verbal and written forms.
- Good computer skills (Word, Excel, HMIS systems, data entry, Outlook) required.
- Ability to be supportive and provide guidance in a non-judgmental manner.
- Be fingerprinted and pass a criminal background check and child abuse registry.
- Ability to work effectively as part of a team, while also working independently “in the field” required.
- Strong interpersonal skills required.

### **Education/Experience**

- Bachelor’s Degree from an accredited college or university in Public Health, Health Services Administration, Social Work or a closely related field.
- Two (2) years’ experience working with a public housing authority or its equivalent.
- Three (3) years of full-time housing case management, or its equivalent, experience in a social services or mental health program providing services to homeless persons.

OR

- Five (5) years of full time, or its equivalent, experience working in a program serving homeless persons.

### **Housing Case Manager**

Under the supervision of the Supportive Housing Program Manager, the individual in this position will provide assessments, case management services, brief goal-oriented counseling, advocacy, and housing retention services to individuals living independently through our programs. The Housing Case Manager will be responsible for outreaching to local landlords and other housing providers to establish lasting working relationships expanding housing stock available for program participants.

## **ESSENTIAL FUNCTIONS**

- Conduct assessment interviews with all program participants.
- Conduct brief goal-oriented housing case management to address housing needs of participants in program.
- Maintain appropriate case notes and documentation systems for program accountability.
- Coordinate services with other agencies that meet participant needs including housing retention, employment, health issues, and other services.
- Develop relationships with Housing Authority, property managers, and landlords to create and identify housing options and opportunities for program participants.
- Provide individual counseling, advocacy, life skills education, benefits assistance, and employment services as needed.
- Respond to community phone calls and email inquiries regarding housing resources and supportive services in Contra Costa County.
- Periodically evaluate each resident's apartment for safety hazards, food and kitchen supplies.
- Support program participants in tenant/landlord conflict resolution as required.
- Submit reports to the Supportive Housing Program Manager as required.
- Attend all mandatory staff meetings and case conferences.
- Perform all data entry into HMIS and hard copy filing as required.
- Other duties as assigned.

## **JOB QUALIFICATIONS**

- Ability to work with diverse populations.
- Ability to communicate clearly, both in verbal and written forms.
- Good computer skills (Word, Excel, HMIS systems, data entry, Outlook) required.
- Ability to be supportive and provide guidance in a non-judgmental manner.
- Be fingerprinted and pass a criminal background check and child abuse registry.
- Ability to work effectively as part of a team, while also working independently "in the field" required.
- Strong interpersonal skills required.

### **Education/Experience**

- Bachelor's Degree from an accredited college or university in Public Health, Health Services Administration, Social Work or a closely related field.
- One (1) year of full-time housing case management, or its equivalent, experience in a social services or mental health program providing services to homeless persons.

OR

- Three (3) years of full time, or its equivalent, experience working in a program serving homeless persons.

## Appendix B: Cover Sheet

### Housing Authority of Contra Costa County RFP NO. 21279-300 **CoC-Funded Projects Subcontractor Proposal**

Name of Responder Agency (or Fiscal Agent if one is utilized):

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Contact Name:

\_\_\_\_\_

Title of Contact Person:

\_\_\_\_\_

Contact Phone/Email

\_\_\_\_\_

Total Proposed Budget:     \$ \_\_\_\_\_

Responder Agency Signature:

*This signature assures commitment to participate in this program per RFP terms if selected.*

\_\_\_\_\_

Executive Director

\_\_\_\_\_

Type Name Here

Date: \_\_\_\_\_

**ATTACHMENT A**  
**FORM HUD-5370-C (GENERAL CONDITIONS FOR**  
**NON-CONSTRUCTION CONTRACTS, SECTION I**



# 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**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 \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **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 sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal

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

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

(b) Prohibition.

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

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

(i) A payment of reasonable compensation an officer or employee of a 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 made to prohibited under paragraph (b) of this clause shall be person 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

## 18. 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.

## 19. 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.

## 20. Other Contractors

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

## 21. Liens

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

## 22. 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) 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
- (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 B**  
**Section 3 Business Preference Clause**



**Request for Proposals (RFP) NO. 21279-300 CoC-Funded Projects Subcontractor**

**(Attachment B)**

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE  
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS:     Corporation     Partnership     Sole Proprietorship     Joint Venture

Attached is the following documentation as evidence of status:

**For business claiming status as a Section 3 resident-owned Enterprise:**

Copy of resident lease     Other evidence     Copy of evidence of participation in a public assistance program

**For the business entity as applicable:**

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation                                       | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate                                       | <input type="checkbox"/> Partnership Agreement        |
| <input type="checkbox"/> List of owners/stockholder and % of each                                | <input type="checkbox"/> Corporation Annual Report    |
| <input type="checkbox"/> Latest Board minutes appointing officers                                | <input type="checkbox"/> Additional documentation     |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement |   |

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

List of subcontracted Section 3 business and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- |  |   |
|--|---|
| <input type="checkbox"/> List of all current full-time employees                           | <input type="checkbox"/> List of all employees claiming Section 3 status                                |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

- |   |  |
|---|--|
| <input type="checkbox"/> Current financial statement    | <input type="checkbox"/> List of owned equipment                                       |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

**Corporate Seal**

\_\_\_\_\_  
Authorizing Name and Signature

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Title

My term expires: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**Request for Proposals (RFP) NO. 21279-300 CoC-Funded Projects Subcontractor**

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES  
(con'd)**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PROJECT: \_\_\_\_\_

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.**

\_\_\_\_\_  
 Signature Date Printed Name

### SECTION 3 BUSINESS PREFERENCE CLAUSE

*This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).*

- 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 or 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 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.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (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 Enterprise. 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).

## Request for Proposals (RFP) NO. 21279-300 CoC-Funded Projects Subcontractor

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### PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

HACCC has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

#### Priority I

##### Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

#### Priority II

##### Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

#### Priority III

##### Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

#### Priority IV

##### Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

#### Priority V

##### Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

#### Priority VI

##### Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

#### Priority VII

##### Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

#### Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

**Request for Proposals (RFP) NO. 21279-300 CoC-Funded Projects Subcontractor**

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HUD directs within 24 CFR 135 that HACCC may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by HACCC; or
- (b) not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

“X” = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit