RFP Document

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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 governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and HACCC's procurement policy. An executive director is appointed by the Board and is responsible for managing the daily operations of the agency with a budget of approximately $254 million and a staff of 106.

HACCC owns and manages 963 public housing units and 2 affordable tax credit developments. HACCC also manages approximately 9,500 families through the Housing Choice Voucher Program and Continuum of Care Grants.

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 the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE

Accessing the RFP Solicitation [Table No. 2]
All HACCC solicitations are available for download at www.contracostahousing.org To submit proposal pricing, you must first register at no cost via our e-Procurement portal: https://ha.internationaleprocurement.com/requests.html?company_id=11057 For assistance with registration or the e-Procurement system, contact customer support at **1-866-526-9266** or email support@internationaleprocurement.com
Responding to the RFP Solicitation - Questions
All questions pertaining to this solicitation shall be addressed via the e-Procurement portal. Once a question is posted, a response will be sent in the form of a numbered addendum for all bidders to review.
Responding to the RFP Solicitation - Entry of Proposed Fees
As directed within Section 4.0 of the RFP document, bidders must submit proposed pricing only through our internet e-Procurement System. HACCC will not accept proposed pricing verbally, by mail, telephone or fax!
Responding to the RFP Solicitation - Submission
Always follow HACCC instructions in the solicitation documents, along with any addenda when responding. Failure to do so may disqualify your bid response. To attach documents, open the solicitation, check the gray box near the bottom of the solicitation that says, "Respond – Will Bid". Follow the instructions in the "Attach Documents" area and "Revise the Response" to add any line items pricing that is required. After you review your proposal submission, click on the "Confirm Response" link and you will get confirmation number/letters at the top of the page. As a contractor/vendor, you can revise your response at any time prior to the solicitation deadline date/time, by logging in and clicking on the title of the solicitation, clicking on "View Response", and then on "Revise Response". (Do Not Include Any Pricing Within Any Digital Documents You Are Submitting as Part of Your Proposal) Pricing must only be submitted where you are requested to do so. If you have questions regarding any part of this process, contact e-Procurement Customer Support at **1-866-526-9266** or https://ha.internationaleprocurement.com/
HACCC Contact Person(s)
The HACCC contact person and contracting officer for this RFP is: Julian Ignacio, Purchasing Agent purchasing@contracostahousing.org
Pre-Bid Conference
Pre-Bid Conference Date & Time: **November 4th, 2026 at 12:00pm (PST)** Locations: https://teams.microsoft.com/meet/227259766420214?p=6ifSZfGTdgK89AHftv
Bid Submittal Due Date & Time
Bid Submission Date**: December 10th, 2026.** Pricing and Digital Proposal Documents must be received no later than **2:00 pm PST.**

1.0 HACCC'S RESERVATION OF RIGHTS:

1.1 HACCC reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HACCC to be in its best interests.

1.2 HACCC reserves the right not to award a contract pursuant to this RFP.

1.3 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).

1.4 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.

1.5 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).

1.6 HACCC reserves the right to negotiate the fees proposed by the proposer entity.

1.7 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.

1.8 HACCC shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

1.9 HACCC shall reserve the right 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 internet e-Procurement System and downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within our internet e-Procurement System. 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.

1.10 Request an oral interview with, and additional information from, companies/individuals prior to final selection of a provider.

1.11 Consider information about a company/individual in addition to the information submitted in the response or interview

2.0 SCOPE OF WORK (SOW) TECHNICAL SPECIFICATIONS:

The purpose of this Request for Proposals (RFP) is to establish a contract with one or more vendors for the labor, materials, and equipment needed to provide services to the Housing Authority of the County of Contra Costa (HACCC). HACCC owns and manages multiple properties throughout the county.

Please see **Attachment A** for the complete **Scope of Work**.

3.0 PROPOSAL FORMAT:

3.1 **Tabbed Proposal Submittal:** HACCC intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that HACCC will, as detailed within the following Section 9.1, considering factors other than just cost in making the award decision). Therefore, so that HACCC can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement HACCC has published herein or has issued by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	**1**	**Profile of Firm Form:** The Profile of Firm Form is attached hereto as A**ttachment C** to this RFP document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.2	**2**	**Form HUD-5369-C (8/93),** ***Certifications and Representations of Offerors, Non-Construction Contract*****:** This Form is attached hereto as **Attachment E** to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	**3**	**Equal Employment Opportunity:** The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.4	**4**	**Subcontractor/Joint Venture Information (Optional Item):** The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.5	**5**	**Section 3 Business Documentation (Optional Item):** For any proposer claiming a Section 3 Business, he/she shall submit documents under this tab.
3.1.6	**6**	**Other Information (Optional Item):** The proposer may include hereunder any other general information that the proposer believes is appropriate to assist HACCC in its evaluation.
3.1.7	**7**	**Letter of Interest** Please include the following details in your response: • A clear statement confirming your intent to submit a proposal. • The official name and primary address of your organization. • The name, title, phone number, and email address of your Designated Point of Contact for all future RFP communications, Q&A documents, and official addenda.
3.1.8	**8**	**Statement of Qualifications and Experience** • Work Experience • Resumes of key personnel • List of sub-consultants/sub-contractors (if applicable) • List of assignments within the last 5 years • Past performance surveys (min. of 3) **Attachment I**
3.1.9	**9**	**References**

3.2 no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.3 **Proposal Submittal Method**: To attach documents, open the solicitation, check the gray box near the bottom of the solicitation that says, "Respond – Will Bid". Follow the instructions in the "Attach Documents" area and "Revise the Response" to add any line items pricing that is required. After you review your proposal submission, click on the "Confirm Response" link and you will get confirmation number/letters at the top of the page.

4.0 Entry of Proposed Fees: The proposed fees shall be submitted by the proposer and received by HACCC where provided on the noted Internet e-Procurement System only. Do not submit, enter or refer to any fees or costs within the 9-tab proposal submittal. —Any proposer that does so may be rejected without further consideration. The System will automatically calculate the listed/entered quantities multiplied by the proposed unit fees entered. A proposer must enter a proposed fee for each item--a "No Charge" will not be allowed for any item. **A proposed fee of at least a minimum of $0.01 is required for each of the Pricing Items. A blank, "no bid", or $0.00 cannot be accepted for any of the Pricing Items on our internet e-Procurement System.** The proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; etc.

4.1 Pricing Items: Lot #1 –Fees Per Line Item

Line Item# 1 Partner (Hourly rate)

Line Item# 2 Associate (Hourly rate)

Line Item# 3 Paralegal (Hourly rate)

Line Item# 4 Other Discipline (Hourly rate)

HUD Maintenance Wage Rates Determination (MWRD): HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), HACCC must ensure that contractors do not pay its employees that perform such work for HACCC at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a proposal, each proposer is thereby agreeing to and verifies that he/she will not pay his/her employees at rates less than detailed within the following Table No. 7. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 3 (most specifically within Section 10.10.E therein), the contractor will not be required to submit certified payrolls; however, the contractor must make its payroll records available to either HACCC or HUD on request, and failure on the part of the contractor to comply with this requirement will be the sole responsibility of the contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the contractor's failure to comply.

[Table No. 4]

RFP Section	Classification	Wage	Fringe Benefits
5.0	**N/A**	**N/A**	**N/A**

5.1 Proposal Submission: All pricing must be entered where provided within the e-Procurement System (ha.internationaleprocurement.com) and all electronic "digital copy" proposals must be submitted by no later than the submittal deadline stated herein (or within any ensuing addendum).

5.2 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by HACCC, including the RFP document, the documents listed within the following Section 5.0, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the PA to exclude any of HACCC requirements contained within the documents may cause that proposer to not be considered for award.

6.0 Proposer's Responsibilities-Contact with HACCC: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the PA only. Proposers must not make inquiry or communicate with any other HACCC staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may cause HACCC to not consider a proposal submittal submitted from any proposer who has not abided by this directive.

6.1 Addendums: All questions and requests for information must be addressed in writing to the PA via the internet e-procurement system. The PA will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the PA will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between HACCC and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call or e-mail the PA—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the PA may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the PA may more fairly respond to all prospective proposers in writing by addendum.

6.2 Minimum Requirements

This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.

6.3 Cost of the Proposal

Costs incurred by any proposer in the preparation of its response to the RFP are the responsibility of the proposer and will not be reimbursed by HACCC. Proposers shall not include any such expenses as part of their proposals

6.4 Disputes

In case of any doubt or differences of opinions as to the participation sought hereunder, or the interpretation of the provisions of the RFP, the dispute process shall apply. Contractors may appeal the recommended award, provided the appeal is in writing, contains the RFP number, is delivered to address HACCC P.O. Box 2759, Martinez, CA 94553, and is submitted according to the time requirements listed below. The following shall apply to protests (unless otherwise specified, this section will use the term "protest" to also include disputes and appeals):

Solicitation: Contractors may protest a solicitation issued by HACCC. It must be received by the Contracting Officer before the bid or proposal submittal deadline, or it will not be considered.

Award IFB: Any protest against the award of a contract based on an IFB must be received by the Contracting Officer no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP or appeal of a decision by HACCC to reject a proposal, must be received by the Contracting Officer within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

Rejection of Bid: Any protest of a decision by HACCC to reject a bid submitted in response to an IFB must be received by the Contracting Officer within two business days after being notified in writing of HACCC's decision, or the appeal will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision. The decision of the HACCC shall be final and binding upon all parties.

7.0 Pre-bid Conference: The scheduled pre-bid conference identified on Page 2 of this document is pursuant to HUD regulation. Attendance is not mandatory. Many prospective bidders have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-bid conference. Typically, such conferences last 1 hour, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference HACCC will conduct a brief overview of the RFP documents, including the attachments. Prospective bidders may also ask questions, though HACCC staff may require that some questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the RFP documents, attendees should have a copy of the RFP documents available for this meeting.

8.0 Recap of Attachments: It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

A	Scope Of Work (SOW)
B	Profile of Firm Form
C	Instructions To Proposers & Contractors
D	Affidavit of Non-Collusion THIS DOCUMENT MUST BE NOTARIZED
E	**Form HUD-5369-B**, Instructions to Offerors, Non-Construction **Form HUD-5369-C**, Certifications and Representations of Offerors, Non-Construction Contract **Form HUD-5370-C Section I**, General Conditions for Non-Construction Contracts (With or Without Maintenance) **Form HUD-5370-C Section II**, General Conditions for Non-Construction Contracts Section II (With Maintenance Work)
F	**HACCC Sample Contract Form** (please note that this contract is being given as a sample only--HACCC reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that HACCC feels it is in its best interests to do so)
G	Applicable HUD Maintenance Wage Rates Determination (MWRD) NOT APPLICABLE
H	Section 3 Policy Guide
I	Past Performance Survey

9.0 PROPOSAL EVALUATION:

9.1 **Evaluation Factors:** The following factors will be utilized by HACCC to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal.

[Table No. 6]

1	**40 points**	**Objective**	The **PROPOSED COSTS** the proposer proposes to charge HACCC to provide the required work.
2	**45 points**	**Subjective (Technical)**	The proposer's **DEMONSTRATED EXPERIENCE** in performing similar work and the proposer's **DEMONSTRATED SUCCESSFUL PAST PERFORMANCE** is crucial for this solicitation. This includes the ability to meet cost, schedule, and performance requirements, as well as providing excellent customer service and professionalism. Such qualifications will be verified through reference checks or other means.
3	**15 points**	**Subjective (Technical)**	The **OVERALL QUALITY, COMPLETENESS AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED**, based upon the opinion of the evaluators.
	100 points	**100 points**	**Total Points**

Evaluation Method:

9.1.1 **Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). HACCC reserves the right to reject any proposals deemed by HACCC not minimally responsive (HACCC will notify such firms in writing of any such rejection).

9.1.2 **Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents:

9.1.2.1 Instructions to Evaluators;
9.1.2.2 Proposal Tabulation Form;
9.1.2.3 Written Narrative Justification Form for each proposer;
9.1.2.4 Recap of each proposer's responsiveness;
9.1.2.5 Copy of all pertinent RFP documents.

9.1.3 **Evaluation Committee:** HACCC anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Table No. 2, Page 2 of this document, the designated PA is the only person at HACCC that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement will cause such proposer(s) to be eliminated from consideration for award.

9.1.4 **Evaluation:** The PA will evaluate and award points pertaining to Evaluation Factors No. 1 (the "Objective" Factors). The appointed evaluation committee, independent of the PA or any other person at HACCC, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2 & 3 (the "Subjective" Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the PA.

9.1.5 **Determination of Top-ranked Proposer:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the PA to determine the final rankings, which is typically forwarded by the PA to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at HACCC's option, be conducted prior to or after the BOC approval.

9.1.5.1 **Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 3, by "drawing lots or other random means of selection."

9.1.6 **Notice of Results of Evaluation:** If an award is completed, all proposers will receive by our Internet e-Procurement System a Notice of Results of Evaluation. Such notice shall inform all proposers of:

9.1.6.1 Which proposer received the award;

9.1.6.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;

9.1.6.3 The cost or financial offers received from each proposer;

9.1.7 **Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the evaluation committee.

10.0 CONTRACT AWARD:

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

10.1.1 By completing, executing and submitting the Profile of Firm, Attachment B, 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 Attachments F, Accordingly, HACCC has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

10.1.2 **Method of Award** HACCC will retain the right to contract with one or more of the bidders as a result of this RFP, which contracting shall occur in the following manner (this is sometimes called "forming a pool" of vendors that HACCC may draw from).

10.1.3 If a pool of vendors is established, only the top 3 (three) bidders will be included. Each bidder will be ranked based on the total score given by the evaluation panel. If any of the top 3 (three) bidders withdraw or are dismissed for any reason at any time, the next highest-ranked bidder, who is not in the top 3 (three), may be considered for inclusion in the pool.

10.1.4 When HACCC has need of work, HACCC staff assigned will contact the 1st-ranked bidder to ascertain as to whether or not that bidder is available to do the work within the reasonable timeframe HACCC has established for that work (typically, "reasonable" shall be met at the site within 1 workday and begin work within 1 workday thereafter). If the 1st-ranked bidder is not available, HACCC will proceed to the next-ranked bidder, and so forth, until HACCC has located an available vendor. HACCC shall use the Purchase Order to record this information and tracking purposes for payment.

10.1.5 "**Typical" Definition Pertaining to Emergencies**. There may be instances when it is not reasonable to wait for the needed services to be completed, when service is required from a vendor immediately, meaning a vendor is needed to drive to the site quickly. In such cases HACCC reserves the right to (and probably will) suspend the one-day required response time and will seek a vendor who within the previously described pool rotation who is immediately available.

10.1.6 **Procedure to Award**. Once an available vendor has been chosen, the vendor and HACCC representative will meet at the applicable unit or site, conduct the walkthrough, and mutually determine the extent of the required work and arrive at an agreed-upon cost, which shall be calculated based on the pricing line items (as detailed within the preceding Section 4.0 herein).

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

10.2.1 **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, Attachments F), 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.

10.2.1.1 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.

10.2.2 **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.

10.2.3 **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.

10.3 **Contract Period:** HACCC anticipates that it will initially award a contract for the period of 1 year with the option, at HACCC's discretion, of 2 (two) additional 2 (two)-year option periods, for a maximum total of 5 years.

10.4 **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.

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

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

11.1.2 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;

11.1.3 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.

11.1.4 The above insurance requirements are subject to periodic review by HACCC. HACCC's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of HACCC. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against HACCC, inflation, or any other item reasonably related to HACCC's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

11.1.5 All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming HACCC

and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

11.1.6 The Contractor shall require the carriers of the required coverage to waive all rights of subrogation against HACCC, its officers, employees, agents, volunteers, Contractors and subcontractors.

11.1.7 All policies required are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by HACCC.

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

11.1.9 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).

12.0 Index of Tables [Table No. 7]

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Attachment A

Scope Of Work (SOW)

Attachment A
SCOPE OF WORK

RFP-26105-340 Public Housing Repositioning Legal Services

Public Housing Repositioning Legal Services

The Housing Authority of the County of Contra Costa (hereby referred to as HACCC) will accept proposals for non-litigation real estate development counsel specializing in legal disciplines necessary to convert public housing under current applicable United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration Program (RAD), Section 18 Demolition/Disposition, Mixed-Finance Development, Faircloth to RAD, and other similar affordable housing development programs.

HACCC is looking for outside legal assistance for real estate development projects in calendar years 2027 through 2032.

All services must comply with state and local laws and be in accordance with the existing rules, orders, directives, and regulations and ensure full compliance with the law.

The services that are requested will be as follows:

1. Review HACCC's Repositioning Implementation Plan (the Plan).
2. Provide advice as needed for HACCC to engage developers, and enter agreements with developers, lenders and investors.
3. Represent HACCC before all boards and entities necessary for the conversion of the developments.
4. Perform all legal work in connection with acquisition and/or disposition of real property, including the examination of preliminary title reports.
5. Establish special purpose entities as necessary for the conversion of public housing ownership and property management operations.
6. Review and advise on potential legal and regulatory issues with Low-Income Tax Credit applications and any related documents for submission to the California Tax Credit Allocation Committee and the California Debt Limit Allocation Committee.
7. Review the tenant admissions and continued occupancy plan, management plan/management agreement and other related documents and make recommendations as necessary.
8. Review all financing documents for both debt and equity transactions.
9. Issue all necessary legal opinions for HACCC to process the LIHTC application and funding.

10. Review and make recommendations on the partnership agreement and related documents with the equity investor and developer partner.

11. Prepare and process all documents and approvals for the HUD RAD/Section 18 closing and/or similar closing, which may include working with HUD Regional Counsel and HUD Special Applications Center (SAC).

12. Assist HACCC with drafting the affordable housing developer RFQ and term sheet exhibit and assist with drafting and negotiating development agreements with the selected developer(s).

13. Advise on CEQA/NEPA and related environmental regulations and environmental review processes and requirements.

14. Provide other related real estate development services as requested by HACCC.

A. APPLICATIONS AND FILINGS

The Contractor Attorney/Law Firm shall provide legal services necessary to create and establish new legal entities on behalf of the Client, including but not limited to nonprofit organizations seeking federal tax-exempt status under Internal Revenue Code Section 501(c)(3), limited liability companies (LLCs), or other organizational structures as required.

1. Entity Formation Consultation
   The Contractor shall advise the Client regarding appropriate entity types, governance structures, and compliance requirements based on the intended purpose of the organization, including the potential creation of an Independent Property Management Entity or similar operational body.

2. Preparation and Filing of Formation Documents
   The Contractor shall prepare, review, and file all required documents with the State, including Articles of Incorporation or Articles of Organization, Statements of Information, initial reports, bylaws or operating agreements, and any additional state-mandated filings.

3. Federal Tax-Exempt Status Applications (If Applicable)

   For entities seeking nonprofit status, the Contractor shall prepare, assemble, and submit all necessary applications and supporting documentation for 501(c)(3) federal tax-exempt recognition, including IRS Form 1023 or Form 1023-EZ and all required exhibits.

4. State-Level Tax Exemption Filings (If Applicable)
   The Contractor shall prepare and submit applications for state-level tax exemptions, including franchise tax exemption requests, charitable registration, or other applicable filings.

5. Communication With Government Agencies
   The Contractor shall serve as the Client's representative for the purpose of

communicating with federal, state, and local regulatory bodies during the entity formation and tax-exemption application process, and shall respond to inquiries, requests for clarification, or additional documentation.

6. Deliverables
   Upon completion, the Contractor shall provide the Client with:
   - Filed and stamped formation documents
   - Approved IRS determination letter (if applicable)
   - Final governance documents (bylaws, operating agreement, resolutions, etc.)
   - Written summary of compliance obligations and next-steps for the newly formed entity

7. Timeline and Reporting
   The Contractor shall keep the Client informed of filing milestones, anticipated processing timelines, and any delays or additional requirements imposed by the State or the IRS.

B. ASSIGNMENT OF WORK

1. HACCC's Management staff, or their designee(s) will make assignments as required from time to time. HACCC does not promise a fixed number of assignments under this contract.

2. Once HACCC makes an assignment under this contract, the Attorney/Law Firm shall assign the matter to an individual attorney(s) employed by the Attorney/Law Firm who have the requisite experience for the type of matter assigned. Attorney/Law Firm may not assign the matter to more than one attorney without prior approval of HACCC's Management staff, or their designee.

C. REPORTING REQUIREMENTS AND DOCUMENTS

1. Attorney/Law Firm shall provide written summaries of work assigned to Attorney/Law Firm under this contract. The frequency of such written summaries will depend on the type of assignment. For matter requiring representation of HACCC before an administrative agency, the frequency of written summaries shall be at least Quarterly. The format of written summaries shall be substantially similar to the form attached to this State of Work. HACCC shall be kept apprised of all significant developments in matters pending before an administrative agency. For administrative agency and Federal, State or municipal court matters, the Legal Department Representative ("LDR") shall be provided copies of letters, documents, reports and memoranda that bear on the outcome or disposition of a real estate transaction.

2. HACCC may from time to time assign work to Attorney/Law Firm under this contract. Within thirty (30) days of assignment of the work, unless requested sooner, Attorney/Law Firm shall provide HACCC a report that sets forth an estimated budget to complete the

assignment, and, if relevant, a plan. This report is essential to managing and monitoring the completion of a real estate transaction. It should be directed to the LDR assigned to oversee its management. When relevant, it shall identify all necessary documents that need to be executed to complete the transaction. No work shall begin without prior approval by the LDR.

3. For assignments that do not involve representation in a quasi-judicial or judicial forum, the Attorney/Law Firm will be given a deadline to produce a report, opinion, contract or other legal document. The report, opinion, contract or other legal document shall be submitted to the HACCC staff overseeing the assignment or task.

D. SETTLEMENT NEGOTIATIONS AND LITIGATION STRATEGY

Unless requested by HACCC, the successful proposer(s) shall not discuss real estate transaction strategies directly with HUD or other parties. All such matters should be discussed with the LDR.

E. BILLING AND PAYMENT

Unless otherwise directed by the LDR, Attorney/Law Firm shall submit bills for fees and costs every thirty (30) days. Bills shall be payable by HACCC within thirty (30) days from receipt of an approved invoice. In addition, monthly bills must indicate the following:

1. The subject matter of the assignment, such as the name of the real estate transaction or the types of consultation services requested; The contract number under which the assignment has been made;
2. The bill or invoice number for each matter;
3. The name of the LDR;
4. The date of each service performed;
5. The name and hourly rate of each person who performed the service (attorney or other staff member);
6. A detailed description of each service performed;
7. The amount of time spent on each service performed (in tenths of an hour);
8. The amount due for each service performed;
9. An itemization of all approved expenses incurred, with copies of corresponding receipts;
10. The total amount due for services performed by each person attorney, paralegal or other person who performed the service;
11. The total amount due for expenses.

12. A Certification by the Attorney/Law Firm that the hourly rates or alternative fees billed are equal to or lower than the lowest rates or alternative fees charged to the other public agency clients.

13. HACCC shall not be obligated to reimburse Attorney/Law Firm for any substantial cost or expense incurred that has not been pre-approved by the LDR, such as unauthorized expenses for expert services or other third-party vendor. This limitation does not include routine costs or expenses, such as nominal photocopying charges. Invoices that exceed the task order maximum are submitted at Attorney/Law Firm's risk. HACCC is not responsible for any delay in payment for services and costs as a result of exceeding the task order maximum.

Attachment B

Profile Of Firm Form

PROFILE OF FIRM FORM

(1) Prime ____ Sub-contractor _____ (This form must be completed by and for each).

(2) Name of Firm:_____ Telephone:_____ Fax: _____

(3) Street Address, City, State, Zip:_____

(4) Please attach a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian American (Male) _____%
☐ Public-Held Corporation _____%
☐ Government Agency _____%
☐ Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

☐Resident-Owned* _____%
☐African American _____%
☐**Native American _____%
☐Hispanic American _____%
☐Asian/Pacific American _____%
☐Hasidic Jew _____%
☐Asian/Indian American _____%

☐Woman-Owned (MBE) _____%
☐Woman-Owned (Caucasian) _____%
☐Disabled Veteran _____%
☐Other (Specify): _____%

WMBE Certification Number:_____
Certified by (Agency):_____
(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO BID – ENTER IF AVAILABLE)

_____ _____ _____ _____
Signature **Date** **Printed Name** **Company**

PROFILE OF FIRM FORM

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed bid submittal.)

(8) Federal Tax ID No.:_____

(9) [APPROPRIATE JURISDICTION] Business License No.:_____

(10) State of _____ License Type and No.:_____

(11)Worker's Compensation Insurance Carrier:_____
Policy No.:_____ Expiration Date:_____

(12) General Liability Insurance Carrier:_____
Policy No. _____ Expiration Date:_____

(13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date:_____

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of HACCC? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against HACCC or any person interested in the proposed contract; and that all statements in said bid are true.

(17) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HACCC discovers that any information entered herein is false, that shall entitle HACCC to not consider nor make award or to cancel any award with the undersigned party.

_____	_____	_____	_____
Signature	**Date**	**Printed Name**	**Company**

Attachment C

Instructions To Proposers & Contractors

Instructions To Proposers & Contractors (ITPC)

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1.0 GENERAL CONDITIONS:

1.1 Applicability: If referred to within the text of such, these ITPC shall be applicable to all Requests For Proposals (RFP) solicitations that the Housing Authority of Contra Costa County (HACCC) conducts and shall be applicable to any contract that HACCC awards to or signs with any firm, agency or individual pursuant to that RFP. A copy of these ITPC shall be made available to any actual or prospective proposer, or contractor who does business with or intends to do business with HACCC.

1.1.1 Unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within these ITPC, the provision in the RFP or contract document shall govern. Further, in the case of any attached HUD forms (more specifically: HUD-5369-C (8/93); HUD-5369-B (8/93); and HUD-5370-C (10/2006), Section I and/or Section II), the information within such HUD form(s) shall govern any other information issued, especially that issued within any HACCC-created forms that are issued as a part of this solicitation.

1.2 Definitions (pertaining to all RFP documents issued by HACCC pertaining to this RFP, including the attachments and the ensuing contract)**:**

1.2.1 **"Contracting Officer"** when named within an RFP document shall refer to either the ED or the person he/she has delegated such responsibilities to the "**Purchasing Agent**" (PA).

1.2.2 **"Contract"** refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the RFP document, such is referring to both the RFP documents and the ensuing contract document.

1.2.3 **"Contractor"** and the term "successful proposer" may be used interchangeably.

1.2.4 **"Days"** unless otherwise directed, shall refer to calendar days.

1.2.6 **"ED"** is HACCC Executive Director.

1.2.8 **"HACCC"** is the Housing Authority of Contra Costa County. Unless otherwise defined herein or within the ensuing contract, whenever the term "HACCC" is used without clearly designating a responsible HACCC staff person, the proposer(s) shall assume that responsibility for that item rests with the PA.

1.2.9 **"HUD"** is the United States Department of Housing and Urban Development. HUD is the Federal agency that HACCC receives some funding from; however, pertaining to this RFP, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).

1.2.10 **"Herein"** shall refer to all documents issued pursuant to the noted RFP, including the RFP documents and the attachments.

1.2.11 **Offer"** is the proposal submittal referred to within the following Section 1.2.14 that the proposer delivers to HACCC in response to the RFP.

1.2.12 **Offeror" or "Offerors"** are the proposer or proposers.

1.2.13 **"Parties" -** When "the parties," "both parties" or "either party" is stated within the RFP documents or the contract, such refers to HACCC and the successful proposer(s).

1.2.14 **"Proposal" and/or "Proposal Submittal"** is the "hard copy" document that the proposer is required to, as detailed within the RFP document, deliver to HACCC.

1.2.15 **"Protestant"** is a prospective proposer or proposer who feels that he/she has been treated inequitably by HACCC and wishes HACCC to correct the inequitable condition or situation. To be eligible to file a protest with HACCC pertaining to an RFP or contract, the protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. registered and received the RFP documents).

1.2.16 **"Prospective Proposer" or "Proposer" -** A prospective proposer is a firm or individual who has been notified of the RFP solicitation and/or who has requested and/or received the RFP documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFP. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFP--meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to proposers and not to all prospective proposers.

1.2.17 **"Request For Proposals" (RFP)** is the competitive proposal process allowed by HUD, especially as defined within Chapter 7 of HUD Procurement Handbook 7460.8 REV 2.

1.2.18 **"RFP Document(s)" -** Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information posted on the nahro.economicengine.com Internet System (hereinafter, the "noted Internet System" or the "System), that HACCC makes available to all prospective proposers wherein is detailed HACCC's requirements.

1.2.19 **"Solicitation" or "Competitive Solicitation"** is the RFP process detailed herein.

2.0 CONDITIONS TO PROPOSE:

2.1 **Pre-Qualification of Proposers:** Prospective proposers will not be required to pre-qualify in order to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective proposer to provide the requested information may, at HACCC's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information (in the case of a successful proposer(s), these requirements shall also apply in the context of the successful proposer or proposers).

2.2 RFP Forms, Documents, Specifications and Drawings:

2.2.1 It shall be each prospective proposer's responsibility to, prior to submitting a proposal in response to the RFP, examine carefully and, as may be required, properly complete and submit all documents issued pursuant to this RFP.

2.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

2.2.3 HACCC shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual proposer. Such changes that are issued before the deadline for receipt of proposals shall be binding upon all prospective proposers. Such changes that are issued after the receipt of proposals, but prior to award shall be binding upon all parties that have submitted proposals; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her proposal. Such withdrawal must be delivered, in writing, to the PA within the 5-day deadline period.

2.3 Proposal Preparation, Submission and Receipt by HACCC:

2.3.1 **Required Forms:** All required forms furnished by HACCC as a part of the RFP document issued shall, as instructed, be fully completed and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to it's originally form (for example, signature lines must appear on the page the line was originally intended to be on).

2.3.2 **Manner of Submission:** The proposal submittal shall be submitted in the manner detailed within the RFP document. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the PA, eliminate that proposer from consideration for award.

2.3.3 **Time for Receiving Proposals:** Proposals received prior to the time set as the deadline for the receipt by HACCC of the proposal submittal shall be securely kept, unopened, by HACCC. The PA, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered, except as detailed within Section 6 of Form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*.

2.3.3.1 Proposers are cautioned that any proposal submittal that may be time-stamped as being received by HACCC after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will

attach to HACCC or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

2.3.4 **No Public Opening of Proposals:** Pursuant to the competitive proposals or RFP process, proposals are not publicly opened, but are held secure until the submittal deadline has passed. The proposals are then opened in private by the PA (or his/her designee) and are, pursuant to the evaluation plan, examined for minimal responsiveness (i.e. minimum compliance with the requirements of the RFP). Persons other than HACCC staff involved in this process are not allowed to be present during the opening, nor may they inspect the proposals until after award has been completed.

2.3.5 **Withdrawal of Proposals:** Proposals may be withdrawn as detailed within Section 6(h) of Form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.

2.3.6 **Conflicting Conditions:** Any provisions detailed within any of the RFP documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFP documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this ITP, unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this ITP, the provision in the RFP or contract document shall govern.

2.3.7 **Interpretations:** No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective proposer, in writing, pursuant to the schedule set within the RFP document issued and as directed by HACCC. Official interpretations will be issued in the form of addenda, which will be delivered to each proposer; but it shall be the prospective proposer's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful proposer, and all proposers shall be bound by such addenda, whether or not received by the prospective or successful proposer(s).

2.4 Exceptions to Specifications:

2.4.1 A proposer may take exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to the PA, at least 10 days prior to the proposal deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by HACCC will be issued in writing within 5 days of receipt of such exception request. HACCC reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements, or may reject the prospective proposer's request.

2.4.2 When taking exception, prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved

"equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by HACCC officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

2.5 Lump Sum Cost Breakdown (LSCB):

2.5.1 HACCC reserves the right to, at any time, request and receive from any or all proposers a LSCB of any or all of the costs proposed. The proposal documents constitute an outline of the work to be completed by the proposer. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the proposer in order to comply with the proposal documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

2.5.1.1 The purpose of this LSCB will serve HACCC in two distinct areas:

2.5.1.1.1 **Prior to award of proposals:** HACCC may request a LSCB for any or all items reflected within the RFP document as "lump sum" for the purpose of determining an unbalanced cost proposal. The PA, using acceptable methods dictated by the industry, shall conduct the analysis.

2.5.1.1.2 **After award:** HACCC may request a LSCB for any or all items reflected within the RFP document as "lump sum" for the purpose of making partial payments to the successful proposer.

2.5.1.1.3 Under no circumstances, may any cost item reflected as "lump sum" be increased/decreased as a result of the LSCB analysis.

3.0 PROPOSAL EVALUATION:

3.1 Proposal Opening Results: It is understood by all proposers/prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until HACCC has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When HACCC issues such notice, HACCC will inform all proposers as to each proposers placement as a result of the evaluation (i.e. 1st, 2nd, 3rd, etc.), the total points each proposer was awarded as a result of the evaluation and the proposed costs submitted by each proposer.

3.1.1 All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, until after award has been completed, be available to be viewed by any interested parties except as approved by HACCC Legal Counsel (i.e. a proposer will not, prior to completion of award, be allowed to challenge an apparent top-rated

proposer by inspecting the proposal that the apparent top-rated proposer submitted). HACCC shall, however, upon request, verify that the proposal documents submitted are/were acceptable.

3.2 Award of Proposal(s): The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process detailed within the RFP document issued, provided his/her proposal is reasonable, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of HACCC, to the bests interests of HACCC to accept the proposal. All proposers will be notified in a timely manner of the results of the evaluation after award has been completed.

3.3 Rejection of Proposals:

3.3.1 HACCC reserves the right to, at any time during the proposal process, reject any or all proposals received. In the case of rejection of all proposals, HACCC reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of HACCC, the best interest of HACCC will be promoted.

3.3.2 Prospective proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal that the submission of a proposal to HACCC is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFP documents in the event HACCC decides to consider an award to that proposer.

3.4 Cancellation of Award: HACCC reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

3.5 Mistake in Proposal Submitted:

3.5.1 A request for withdrawal of a proposal due to a purported error need not be considered by HACCC unless the same is filed in writing by the proposer within 48 hours after the proposal deadline (proposers may of their own volition withdraw a proposal prior to the submittal deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by HACCC, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as HACCC retains the right to accept or reject any proposal withdrawal for a mistake.

3.5.2 Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at HACCC's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the PA, for his/her review. This mistake must be corrected before the issuance of contract documents.

3.6 Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at HACCC's discretion, be cause for rejection:

3.6.1 If the forms furnished by HACCC are not used or are altered or if the proposed costs are not submitted as required and where provided (especially within the noted Internet System).

3.6.2 If all requested completed attachments do not accompany the proposal submitted.

3.6.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

3.6.4 If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

3.6.5 If the individual Pricing Items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from HACCC's cost estimate for that item.

3.7 Disqualification of Proposers: Any one or more of the following shall be considered as sufficient for the disqualification of a proposer and the rejection of his/her proposal:

3.7.1 Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as bidders or proposers for any future work of HACCC until such participant shall have been reinstated as a qualified proposer or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

3.7.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by HACCC within the proposal documents issued, including by addendum.

3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

3.7.4 Documented unsatisfactory performance record as shown by past work for HACCC or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.

3.7.5 Incomplete work, which in the judgment of HACCC, might hinder or prevent prompt completion of additional work, if awarded.

3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

3.7.7 Failure to comply with any qualification requirement of HACCC.

3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by HACCC) who will be employed by the successful proposer(s) to complete the work of the proposed contract.

3.7.9 As required by the RFP documents, failure of the successful proposer to be properly licensed by the California State License Board and/or the State of California and/or to be insured by a general liability and/or worker's compensation policy.

3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of HACCC.

3.8 Burden of Proof: If requested by HACCC, it shall be the responsibility of the proposer(s) to furnish HACCC with sufficient data or physical samples, within a specified time, so that HACCC may determine if the goods or services offered conform to the Specifications.

4.0 Right to Protest:

4.1 Rights: Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

4.1.1 An alleged aggrieved "protestant" is a prospective or actual proposer who feels that he/she has been treated inequitably by HACCC and wishes HACCC to correct the alleged inequitable condition or situation. To be eligible to file a protest with HACCC pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. registered and received the RFP documents) when the alleged situation occurred. HACCC has no obligation to consider a protest filed by any party that does not meet these criteria.

4.2 Administrative Powers: It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

4.3 Procedure to Protest: An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve HACCC from accepting or considering that protest:

4.3.1 The alleged aggrieved protestant must file, in writing, to the PA the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by HACCC or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully

submit such information shall relieve HACCC from any responsibility to consider the protest and take any corrective action.

4.3.2 The written instrument containing the reason for the protest must be received by the PA within 10 days after the occurrence of any of the following:

4.3.2.1 the deadline for receiving proposals;

4.3.2.2 receipt of notification of the results of the evaluation or the award; or

4.3.2.3 the alleged aggrieved protestant knows or should have known the facts.

4.3.3 In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the proposal deadline). Protests received after these dates shall not be considered.

4.3.4 The PA shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.

4.3.5 **Administrative Appeal:** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the PA, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the PA request an administrative appeal hearing be granted (such request must be delivered in writing to the PA within 5 days of receipt of the written opinion and decision; failure to do so within such 5 days shall relive HACCC of any responsibility to consider such request). The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve HACCC from accepting or acting on that request for administrative hearing:

4.3.5.1 The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relive HACCC of any responsibility to consider such request.

4.3.5.2 The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.

4.3.5.3 It shall be within the administrative powers of the ED to, after review of the request submitted, grant or deny any request for administrative appeal.

4.3.5.4 If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the

alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

4.3.5.5 If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to HACCC Legal Counsel for consideration. HACCC Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.

4.3.5.5 Such written decision delivered to the alleged aggrieved protestant shall exhaust HACCC internal protest and administrative appeal process available to the alleged aggrieved protestant.

5.0 Disputed Billings (Charges):

5.1 **Procedures:** In addition to the procedures detailed within Clause No. 7 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that HACCC disputes any portion of its billing(s), HACCC shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

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

5.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the PA and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

5.1.3 If the PA and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, HACCC shall, within 10 days thereafter, either:

5.1.3.1 pay the disputed charges and reserve the right to submit the matter to the California Court Annexed Arbitration program if the disputed amount does not exceed $40,000.00 or to the appropriate District Court in the State of California;

5.1.3.2 not pay the disputed charge and submit the matter to the California Court Annexed Arbitration program if the disputed amount does not exceed $40,000.00 or to the appropriate District Court in the State of California;

5.1.3.3 not pay the disputed charge and allow the Contractor to submit the matter either to the California Court Annexed Arbitration program if the disputed amount does not exceed $40,000.00 or to the appropriate District Court in the State of California.

5.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to HACCC, HACCC shall pay HACCC's receipt of the decision. If the decision is in favor of HACCC, the contractor will either:

5.1.4.1 clear the amount which is ordered from HACCC account; or

5.1.4.2 repay to HACCC the amount ordered.

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

6.0 Additional Considerations:

6.1 Right of Joinder Pursuant to NRS 332.195:

6.1.1 Any political subdivision within the State of California, may be granted the privilege of joining the awarded contract, only at the option of the successful proposer**.** If the successful proposer so grants such a privilege, the terms and conditions of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful proposer.

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

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

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

6.3.1 funding is not available;

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

6.3.3 HACCC's requirements in good faith change after award of the contract.

6.4 Required Permits: Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either HACCC or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and any costs submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits.

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

6.6 **Government Standards:** It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, State and Federal laws concerning safety (OSHA and NOSHA) and environmental control (EPA and Contra Costa County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

6.7 **Freight on Bill and Delivery:** All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the RFP documents or within the contract.

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

6.8 **Communication:** If during the period of the contract, it is necessary that HACCC place toll or long distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful proposer will bear the charge or expense for all such calls and/or telegrams.

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

6.10 **Estimated Quantities:** Unless otherwise stated within the RFP documents, the quantities reflected within the RFP documents, to the best of HACCC's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by HACCC under the finalized contract; but, pursuant to all RFP documents, these quantities will be used as calculation figures to determine the successful proposer.

6.11 **Warranty:**

6.11.1 The services provided under the contract shall conform to all information contained within the RFP documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

6.11.2 The liability of the successful proposer to HACCC (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.

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

6.13 Subcontractors: Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the PA.

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

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

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

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

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

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

6.20 Limitation of Liability: In no event shall HACCC be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.

6.21 Indemnity:

6.21.1 The successful proposer shall protect, indemnify and hold HACCC, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which HACCC, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against HACCC, its officers, employees, agents, consulting engineers or other retained consultants such as:

6.21.1.1 as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful proposer, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or

6.21.1.2 as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or

6.21.1.3 through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed or installed so as to give rise to a claim; or

6.21.1.4 because of any claim or amount recovered under the "Nevada Industrial Insurance Act", or any other law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the successful proposer in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful proposer under and by virtue of this contract which is considered necessary by HACCC for such purpose, may be retained by HACCC for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to HACCC provided, however, that money due the successful proposer will not be withheld when the successful proposer produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

6.21.2 In this connection, it is expressly agreed that the successful proposer shall, at its own expense, defend HACCC, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful proposer has indemnified HACCC, its officers, employees, agents, consulting engineers and other retained consultants against, and if the

successful proposer shall fail to do so, HACCC shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful proposer including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, HACCC shall reimburse the successful proposer for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.

6.21.3 Reimbursement to the successful proposer by HACCC, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful proposer of its responsibility as set forth in the RFP documents.

6.21.4 The successful proposer guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

6.22 **Lobbying Certification:** By proposing to do business with HACCC or by doing business with HACCC, each proposer certifies the following:

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

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

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

6.22.4 This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6.23 **24 CFR 85.36(i), *Procurement***: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, HACCC and the contractor each agree to comply with the following provisions and agree

that any contract that ensues as a result of this RFP will include the following clauses, whether actually inserted or by reference:

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

6.23.1.1 If the contractor is in material breach of the contract, HACCC may promptly invoke the termination clause detailed within Section No. 3 of Attachment G-1, form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

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

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

6.23.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.

6.23.2 **Termination For Cause and Convenience:** As detailed within Clause No. 3 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(Within or without Maintenance Work)*, attached hereto.

6.23.3 **Executive Order 11246**: For all construction contracts awarded in excess of $10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

6.23.4 **Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

6.23.5 **Davis-Bacon-Act:** For all construction contracts awarded in excess of $2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

6.23.6 **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of $2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of $2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

6.23.7 **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

6.23.8 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

6.23.9 **Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment G-1, *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, HACCC has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:

6.23.9.1 Except as provided elsewhere in this clause, HACCC shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

6.23.9.2 The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.

6.23.9.3 For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants HACCC and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of HACCC.

6.23.9.4 The contractor shall not, without the prior written permission of the PA, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants HACCC a license of the same scope as identified in the preceding paragraph.

6.23.9.5 HACCC agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, HACCC may either return the data to the contractor, or cancel or ignore the markings.

6.23.9.6 The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.

6.23.9.7 Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees HACCC shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

6.23.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by HACCC except as provided below or as expressly stated otherwise in this contract. The restricted computer

software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

6.23.10 **Clean Air Act:** For all contracts in excess of $100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

6.23.13 **Energy Policy and Conservation Act:** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6.24 **Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives that HACCC has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this RFP:

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

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

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

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

6.24.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

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

6.24.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

6.24.6.2 Clean Air and Water Certification; and

6.24.6.3 Energy Policy and Conversation Act.

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

Attachment D

Affidavit of Non-Collusion

THIS DOCUMENT MUST BE
NOTARIZED

AFFIDAVIT OF NON-COLLUSION

State of_____) s. s.
County of_____)

_____ (Affiant) , being first duly sworn, deposes and says that he or she is_____(Title/Position) of _____(Name of Company) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By _____

Title:_____
(Affix Corporate Seal if required)

Subscribed and sworn to before me on this day _____..

Attachment E

HUD Forms

Form HUD-5369-B, Instructions to Offerors, Non-Construction

Form HUD-5369-C, Certifications and Representations of Offerors, Non-Construction Contract

Form HUD-5370-C Section I, General Conditions for Non-Construction Contracts (With or Without Maintenance)

Form HUD-5370-C Section II, General Conditions for Non-Construction Contracts Section II (With Maintenance Work)

Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

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

7. Contract Award

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

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors
Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

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

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

1. Contingent Fee Representation and Agreement

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

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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. 1/31/2027)

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 a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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 $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $250,000

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 been titled 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 111, 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
( ) 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 pubic 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.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty 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 acc ordance 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 Brail 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 know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. 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

General Conditions for Non-Construction Contracts

Section II – (With 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,s earching 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-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) Non-construction contracts (*without* maintenance) greater than $250,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than $2,000 but not more than $250,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than $2,000

1. Minimum Wages

(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification required is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the industry; and

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of daily and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made; and
(viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

(ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA

(ii) or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor

(iii) Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Attachment F

HACCC Sample Contract Form

1. **Contract Identification**.

   Subject: Landscaping Services

2. **Parties**. The Housing Authority of the Housing Authority of Contra Costa, California (HACCC) and the following named Contractor mutually agree and promise as follows:

   Contractor: ACME Landscaping Services
   Address: 1234 Main St, Anytown, USA 54321
   Contact Person: John Smith, President

3. **Term**. The effective date of this Contract is XXXX 1, 20XX. It terminates on XXXX 1, 20XX, unless sooner terminated as provided herein.

4. **Payment Limit**. HACCC's total payments to Contractor under this Contract shall not exceed **$200,001.00.**

5. **HACCC's Obligations**. HACCC shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations**. Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions**. This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Attachments.** The parties agree to comply with the terms and conditions of the following documents:

   A. ACME Landscaping Services Proposal
   B. Form HUD-5370-C (General Conditions for Non-Construction Contracts, Section I)
   C. Form HUD-5370-C (General Conditions for Non-Construction Contracts, Section II)
   D. HUD Maintenance Wage Determination

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: California Health and Safety Code Section 34310, et al. and the U.S. Department of Housing and Urban Development, Title 24 Code of Federal Regulations Part 85.

SAMPLE

Initials: _____ _____
Contractor HACCC

10. **Signatures**. These signatures attest the parties' agreement hereto:

Housing Authority of the County of Contra Costa By:_____ Executive Director Joseph Villarreal

CONTRACTOR

Name of business entity By _____ (Signature of individual or officer) _____ (Print name and title A, if applicable)	Name of business entity By _____ (Signature of individual or officer) _____ (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

SAMPLE

Initials: _____ _____
Contractor HACCC

CONTRACTOR ACKNOWLEDGEMENT

STATE OF

_____

COUNTY OF

_____

On_____ , before me_____,
insert name and title of the officer), personally appeared _____
_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS MY HAND AND OFFICIAL SEAL.

(Seal) _____
Signature

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual) (Civil Code §1189)

SAMPLE

Initials: _____ _____
Contractor HACCC

SERVICE PLAN

I. **Contractor's Obligations.** Contractor agrees to the following:

A. To complete scope of work on Attachment A . ACME Landscaping Services Proposal

B. To not pay ACME Landscaping Services employees less than the HUD Maintenance Wage Determination. Attachment D.

C.

II. **HACCC's Obligations**. HACCC agrees to the following:

A. HACCC agrees to reimburse Contractor for all labor costs and expenses as set forth in this Agreement.

III. **Payment Provisions.**

Unless otherwise agreed in writing by the parties, all invoices are payable within thirty (30) days of the invoice date.

A. HACCC's total payments to Contractor shall not exceed $200,001.00.

SAMPLE

Initials: _____ _____
Contractor HACCC

PAYMENT PROVISIONS
(Fee Basis Contracts)

1. Payment Basis: Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, HACCC will pay Contractor the following fee as full compensation for all services, work, Expenses or costs provided or incurred by Contractor:

[ ] a. $_____monthly, or

[ ] b. $_____per unit, as defined in the Service Plan, or

[ ] c. $_____after completion of all obligations and conditions herein

[X] d. As outlined in the Service Plan

2. Payment Demands. Contractor shall submit written demands on HACCC in the manner and form prescribed by HACCC. Contractor shall submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of said payment demands by the Executive Director for which this Contract is made, or his designee, HACCC will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. Penalty for Late Submission. If HACCC is unable to obtain its annual appropriation from the Department of Housing and Urban Development (HUD) as a result of Contractor's failure to submit to HACCC a timely demand for payment as specified in Paragraph 2(Payment Demands) above, HACCC shall not pay Contractor for such services to the extent HACCC's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. Right to Withhold. HACCC has the right to withhold payment to Contractor when, in the opinion of HACCC expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. Audit Exceptions. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay HACCC the full amount of HACCC's obligation, if any, to the state and/or federal government resulting from any audit exceptions to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

SAMPLE

Initials: _____ _____
Contractor HACCC

SPECIAL CONDITIONS

Intentionally Left Blank

SAMPLE

Initials: _____ _____
Contractor HACCC

GENERAL CONDITIONS

1. **Compliance with Law**. Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.

2. **Inspection**. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of HACCC, the State of California, and the United States Government.

3. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor shall include in all documents or written reports completed and submitted to HACCC in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Contract exceeds $5,000.

4. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

5. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the HACCC Executive Director. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

6. **Modifications and Amendments**.

   a. **General Amendments**. This Contract may be modified or amended by a written document executed by Contractor and the HACCC Board of Commissioners or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments**. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the HACCC Executive Director, subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

Initials: _____ _____
Contractor HACCC

SAMPLE

7. **Disputes**. Disagreements between HACCC and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the HACCC Executive Director, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

8. **Choice of Law and Personal Jurisdiction**.

a. This Contract is made in Martinez, California, Contra Costa County and shall be governed and construed in accordance with the laws of the State of California.

b. Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

9. **Conformance with Federal and State Regulations and Laws**. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be deemed amended to assure conformance with such federal or state requirements.

10. **No Waiver by HACCC**. Subject to Paragraph 7 (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of Authority indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefore, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the HACCC thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

11. **Subcontract and Assignment**. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the Executive Director or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

12. **Independent Contractor Status**. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits HACCC provides to its employees. In the event that HACCC exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

Initials: _____ _____
Contractor HACCC

SAMPLE

13. **Conflicts of Interest**. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by HACCC, Contractor will complete a "Statement of Economic Interest" form and file it with HACCC. Contractor covenants that Contactor, its employees and officials, are not now employed by HACCC and have not been so employed by HACCC within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold HACCC harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

14. **Confidentiality**. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

15. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.

16. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless HACCC and its officers and employees from any and all claims, demands, losses, costs, expenses, and liability for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or

Initials: _____ _____
Contractor HACCC

SAMPLE

in part, by the professional negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by HACCC, Contractor will defend any such suits at its sole cost and expense. If HACCC elects to provide its own defense, Contractor will reimburse HACCC for any expenditure, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of HACCC or any other person; provided, however, that Contractor is not required to indemnify HACCC for the proportion of liability a court determines is attributable to the negligence or willful misconduct of HACCC, its officers and employees. This provision will survive the expiration or termination of this Contract.

17. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Liability Insurance**. Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include HACCC and its officers and employees as additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as to all services performed by Contractor under this agreement herein no later than the effective date of this Contract.
Said policies shall constitute primary insurance as to HACCC, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies.

b. **Workers' Compensation**. Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance**. The Contractor shall provide HACCC with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions**. The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to HACCC before cancellation or material change of the above specified coverage.

Initials: _____ _____
Contractor HACCC

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18. **Notices**. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to HACCC shall be addressed to the head of the HACCC department for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice to HACCC shall be the date of receipt by the head of the HACCC department for which this Contract is made.

19. **Primacy of General Conditions**. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

20. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by HACCC under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

21. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

22. **No Third-Party Beneficiaries**. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the HACCC's population, it is not the intention of either HACCC or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

23. **Copyrights and Rights in Data**. Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the HACCC Administrator. If any material is subject to copyright, HACCC reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, HACCC reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

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Initials: _____ _____
Contractor HACCC

The Housing Authority of the County of Contra Costa (HACCC) recognizes that the use of third-party vendors creates various risks that must be properly managed. Before entering into any third-party relationships, we take deliberate steps to conduct an assessment of risk related to the vendor relationship. We take care to understand the compliance, reputational, strategic, operational, and transactional risks relating to a particular vendor before entering into a contractual relationship.
Any vendor who has access to HACCC data classified as Personal Data or higher are expected to demonstrate their security policies, processes, and procedures and prove that they are able to provide adequate protection of such data, including against misuse or compromise. The following sections outline the requirements that vendors must follow if they collect, use or process personal data while providing services or doing business with HACCC.

I. Organization of Information Security
Vendor must establish, implement, and maintain information security policies and a program of Technical and Organization Security Measures appropriate to prevent any access to HACCC Confidential Information and comply with and meet all applicable Information Security best practices standards and guidelines, including those set forth herein.

II. Secure Baseline Standards
Vendors must ensure that secure configurations are developed, documented, and maintained for information systems accessing HACCC Confidential Information. Baseline configurations must include software versions and security patch levels, managed anti-virus and malware detection, and must include security settings for audit and accountability.

III. Compliance And Accreditation
Vendor must be compliant with applicable laws, including regulatory laws, such as the Health Insurance Portability and Accountability Act (HIPAA), Sarbanes-Oxley Act (SOX), General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI-DSS), and Statement on Standards for Attestation Engagements 16 (SSAE16) Service Organization Controls (SOC) Type I or II.

Vendors must complete regular attestation audits, such as SSAE16 SOC1, which evaluates internal controls over financial reporting and a SOC2 report, which evaluates the Vendor's information system relevant to security, availability, processing, integrity, confidentiality, and privacy. These SSAE16 attestation reports can be Type I or Type II.
Further to the above, Vendor must acknowledge and comply with export controls under the laws and regulations of the United States ("U.S.") and any other applicable jurisdictions, which govern export, re-export, import, transfer, distribution, and use of goods and services and shall obtain all required U.S. and any other applicable authorizations, permits, or licenses.

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Initials: _____ _____
Contractor HACCC

Vendors must maintain security related audits and certifications where HACCC Confidential Information is stored and must be able to attest to these certifications. Vendor datacenters or hosted colocations must have recently completed a Statement on Standards for Attestation Engagements 16 (SSAE16) Service Organization Controls (SOC) 2 audit. This report must be made available upon request. Vendors must have a process to document any non-compliance of any legal, regulatory or privacy instance or control that does not meet local laws and regulations and must identify and quantify the risks and mitigation plans and document the business decision for alternate controls or risk acceptance. The mitigation plan and business decision must be signed off by the Chief Information Officer (CIO) or an authorized individual who can accept responsibility and accountability.

IV. Physical and Environmental Security

Vendor must ensure that all of Vendor's systems and other resources intended for use by multiple users are located in secure physical facilities with access and authorization restrictions.

Vendor must ensure that all of Vendor's employees, agents, third party vendors, or otherwise sign a non-disclosure or confidentiality agreement with Vendor prior to processing HACCC Confidential Information.

Vendor must limit and monitor physical access to its facilities to ensure that visitor access is logged, and that access is restricted to appropriate personnel based on their job requirements. Vendors must require that all employees, contractors, and visitors present identification, log in, and be escorted by authorized staff through its facilities.

24. **Endorsements**. Contractor shall not in its capacity as a contractor with HACCC publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its Housing Authority contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its Housing Authority contractor capacity, Contractor shall not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of HACCC. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, HACCC officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

25. **Required Audit**. (A) If Contractor is funded by $500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to HACCC at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year ending

SAMPLE

after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to HACCC an audit conforming to those requirements. (C) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or HACCC. If any such audit is required, Contractor shall provide HACCC with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. HACCC may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until HACCC receives the audit from Contractor.

26. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and perform the obligations herein.

27. **No Implied Waiver.** The waiver by HACCC of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

28. **Safety Data Sheets.** Contractor shall provide HACCC with Safety Data Sheets (SDS) for each hazardous chemical that it uses in the performance of this Contract. Contractor warrants that the SDS are (1) accurate, (2) adequate to fully advise those who come into contact with the hazardous chemical of the safety requirements and hazards associated with the hazardous chemical, and (3) in compliance with all industry standards and applicable laws, rules and regulations. HACCC has no obligation to review the accuracy or adequacy of the SDS. Contractor will coordinate with HACCC to determine where to store the hazardous chemicals brought onto HACCC's property.

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Initials: _____ _____
Contractor HACCC

NOTICE OF CONTRACT TERMINATION FOR CONVENIENCE (SAMPLE)

[Date]
[NAME OF CONTACT PERSON]
[NAME OF COMPANY]
[STREET ADDRESS]
[CITY, STATE, ZIP]

Re: Contract No. _____

[Mr./Mrs.] _____:

The Housing Authority of the County of Contra Costa (HACCC) hereby terminates the above-mentioned contract in whole or in part, with the following portions terminated (*choose one*): (*if partial termination state the portion that is terminated*))[1] The termination will take affect at ___(time)___a.m./p.m. on __(date)___. HACCC will not be liable for payment of any services provided after that time and date.

Pursuant Attachment A (HUD General Conditions for Non-Construction Contract, Section I) of the contract between HACCC and ___(name of contractor)___. HACCC is terminating this contract because (state reason for termination. e.g. "our Agency no longer needs these services" or "our Agency no longer have funds for these services.") We will not, in the near future, be retaining another contractor to provide these services. Accordingly, please ensure that you review the contract and comply with all requirements listed therein.

Please deliver the undersigned Agency official, by no later than ___(time)___a.m./p.m. on __(date)___ all appropriate claims for payment. Any "lost future profits" will not be considered an appropriate item to claim.

_____

Contracting Officer

****

You must complete the following and return this Notice by no later than __(date)___. It is your firms responsibility to promptly acknowledge this notice. Failure on your part to promptly acknowledge this Notice by the deadline may, at the HA's discretion, deem your firm as not-responsible and may eliminate your firm from future consideration for any award. We appreciate your continued cooperation.

ACKNOWLEDGED BY:

_____	_____	_____	_____
Signature	Date	Printed Name	Company

[1] If HACCC chooses a partial termination, include a provision that states "your firm shall continue to provide services on the following portions: __(state the obligations that HACCC will want contractor to provide)__."

Initials: _____ _____
Contractor HACCC

SAMPLE

NOTICE OF CONTRACT TERMINATION FOR DEFAULT (SAMPLE)

[Date]
[NAME OF CONTACT PERSON]
[NAME OF COMPANY]
[STREET ADDRESS]
[CITY, STATE, ZIP]

Re: Contract No. _____

[Mr./Mrs.] _____:

The Housing Authority of the County of Contra Costa (HACCC) hereby terminates the above-mentioned contract in whole or in part, with the following portions terminated (*choose one*): (*if partial termination state the portion that is terminated*))[1] The termination will take affect at ___(time)___a.m./p.m. on __(date)___. HACCC will not be liable for payment of any services provided after that time and date.

Pursuant Attachment A (HUD General Conditions for Non-Construction Contract, Section I) of the contract between HACCC and ___(name of contractor)__. HACCC is terminating this contract because (state reason for termination). (HACCC may: (1) require the contractor to deliver to it, in the manner and to the extent directed by HACCC, any work described in the Notice of Termination; (2)take over the work and prosecute the same to completion by contract of otherwise, and the contractor will be liable for any additional cost incurred by HACCC; and (3) withhold any payments to the contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed by HACCC to the contractor).[2]

_____
Contracting Officer

****

You must complete the following and return this Notice by fax to (000) 000-0000 by no later than __(date)___. It is your firms responsibility to promptly acknowledge this notice. Failure on your part to promptly acknowledge this Notice by the deadline may, at the HA's discretion, deem your firm as not-responsible and may eliminate your firm from future consideration for any award. We appreciate your continued cooperation.

ACKNOWLEDGED BY:

Signature: Date:
Printed Name: Company:

[1] If HACCC chooses a partial termination, include a provision that states "your firm shall continue to provide services on the following portions: __(state the obligations that HACCC will want contractor to provide)__."
[2] HACCC will be liable to the contractor for reasonable costs incurred by the contractor before the effective date of the termination

Initials: _____ _____
Contractor HACCC

SAMPLE

CERTIFICATE AND RELEASE
(SAMPLE)

From: _____, Contractor

To: _____, Owner

Reference Contract entered into the _____ day of _____, _____ between _____

_____(owner) of _____(address of

owner) and _____(Contractor) of _____

_____(Address of Contractor) for the rehabilitation of property at _____

_____(Address of Rehabilitate Property).

KNOWN ALL MEN BY THESE PRESENT

1. The undersigned hereby certifies that there is due from and payable by the Owner to the Contractor the balance of $_____ pursuant to the contract and duly Approved Change Orders and modifications.
2. The undersigned further certifies that in addition to the amount set forth in Paragraph 1, there are outstanding and unsettled the following items, which the Contractor Claims are just and due and owning by the Owner to the Contractor:

A. _____
B. _____
C. _____

3. The undersigned further certifies that all work required under this Contract including the work required under Change Order no. (s) _____, has been performed in accordance with the term of thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract.

4. Except for the amount stated under Paragraphs 1 and 2 hereof, the undersigned has received from the Owner all sums of money payable to the undersigned under or pursuant to the above-mentioned Contract or any modification or change thereof.

5. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does hereby release the Owner from any and all claims arising under or by virtue of the Contract, except the amount listed in Paragraph 2 hereof; provided, however, that if for any reason the owner does not pay in full the amount stated in Paragraph 1 hereof, said unpaid amount shall be automatically included under paragraph 2 as an amount which the payment of the amount listed in Paragraph 1, hereof, he will release the Owner from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further release or assurances as the Owner may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this date of _____, _____

_____
Company Name

By: _____

Name and Title _____

Subscribed and sworn to me of this _____day of _____

_____Notary Public

Initials: _____ _____
Contractor HACCC

SAMPLE

ATTACHMENT A

ACME Landscaping Services Proposal for HACCC

SAMPLE

Initials: _____ _____
Contractor HACCC

ATTACHMENT B

FORM HUD-5370-C (GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS, SECTION I)

SAMPLE

Initials: _____ _____
Contractor HACCC

Attachment G

Applicable HUD Maintenance Wage Rates Determination (MWRD) NOT APPLICABLE

Attachment H

Section 3 Policy Guide

Housing Authority of the County of Contra Costa



SECTION 3
POLICY GUIDE

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I. Introduction

The Housing Authority of the Conty of Contra Costa has compiled this Section 3 Policy Guide to assist contractors and subcontractors in complying with the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992 (hereafter "Section 3").

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

II. Definitions

1. Section 3 Worker:
    a. A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:
    b. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
    c. The worker is employed by a Section 3 business concern; or
    d. The worker is a YouthBuild participant.
2. Targeted Section 3 Worker:
    a. A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:
        i. is employed by a Section 3 business concern; or
        ii. currently fits or when hired fit at least one of the following categories, as documented within the past five years:
        iii. A resident of public housing or Section 8-assisted housing;
        iv. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
        v. A YouthBuild participant
3. Section 3 Business Concern:
    a. A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:
        i. At least 51 percent owned and controlled by low- or very low-income persons
        ii. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
        iii. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(i) Low- and very low-income: Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: https://www.huduser.gov/portal/datasets/il.html

(ii) YouthBuild: YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods. The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. Each year, more than 6,000 youth participate in approximately 210 YouthBuild programs in more than 40 states. More information can be found here: https://www.dol.gov/agencies/eta/youth/youthbuild

(iii) Section 3 project: Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z–1 or 1701z–2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.,; and/or the Residential Lead- Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). (See Question 12 of this part I of these FAQs for more detail regarding Lead Hazard Control and Healthy Homes programs.) The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The requirements of Part 75 apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(iv) Section 3 funding: A recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 worker.

(v) Safe Harbor: Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks. If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

III. Applicability

Section 3 applies to all public housing financial assistance funds, regardless of the amount of assistance from HUD. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. There is no threshold for public housing agencies who received federal funding.

1. Public Housing Financial Assistance:
    a. Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
    b. Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;
    c. Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act; and
    d. The entirety of a mixed-finance development project as described in 24 C.F.R. 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).
2. Community Development Assistance:
    a. Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction.
3. Section 3 also applies to projects with more than $200,000 in funding from housing and community development financial assistance programs. The following is a list of examples of such funds:
    a. Community Development Block Grant (CDBG)
    b. HOME Investment Partnership
    c. Housing Trust Fund (HTF)
    d. Neighborhood Stabilization Program Grants (NSP 1, 2 & 3)
    e. Housing Opportunities for Persons with AIDS (HOPWA)
    f. Emergency Solutions Grants (ESG)
    g. University Partnership Grants
    h. Economic Stimulus Funds
    i. 202/811 Grants
    j. Lead Hazard Control Grants ($100,000 threshold; see Question 12, above, in this part I of these FAQs)
    k. Healthy Homes Production Grants ($100,000 threshold; see Question 12, above, in this part I)
    l. Rental Assistance Demonstration (RAD) (see most recent RAD Notice, found through HUD's RAD website, www.hud.gov/rad/)

*Note: The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact Section3@hud.gov to determine applicability to a particular project/activity.

1. Non-HUD Assistance programs:
    a. Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds the regulatory thresholds.
2. Professional service contracts:
    a. Professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours. However, this exclusion does not cover all non-construction services
3. CDBG Entitlement recipients:
    a. If the recipient intends to use its HUD grant to perform housing construction, rehabilitation, or other public construction and the total HUD assistance to the project exceeds $200,000, then Section 3 applies to the project.

IV. Benchmark Requirements

Section 3 Workers must make up 25% of the total number of labor hours worked by all workers and Targeted Section 3 Workers make up 5% of the total number of labor hours worked by all workers. The Section 3 benchmarks are minimum targets that must be reached in order for HUD and HACCC to consider a recipient in compliance. Recipient agencies are required to make best efforts, or to the greatest extent feasible, to achieve the benchmarks required for the number of labor hours performed by both Section 3 workers and Targeted Section 3 workers.

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

1. HACCC adheres to HUD's benchmarks requiring:
    a. Section 3 Workers make up 25% of the total number of labor hours worked by all workers.
    b. Targeted Section 3 Workers make up 5% of the total number of labor hours worked by all workers.
2. Recipients shall make additional qualitative efforts to provide training and technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, career coaching, application assistance).

V. Reporting & Compliance Requirements

HACCC requires recipients to report the following benchmark data:

1. the total number of labor hours worked,
2. the total number of labor hours worked by Section 3 workers, and
3. the total number of labor hours worked by Targeted Section 3 workers.
4. Legacy Contracts:
    a. Contracts executed or projects for which assistance or funds were committed prior to November 30, 2020 are still required to adhere to the requirements of the old rule. Recipients of such assistance or funds will still be expected to maintain records of Section 3 statutory, regulatory, and contractual compliance but will no longer be required to report Section 3 compliance to HUD in SPEARS.
5. New Rule Contracts:
    a. Contracts executed or projects for which assistance or funds were committed after November 30, 2020, must follow the reporting standards of this policy guide

VI. Reporting Requirements

1. HACCC requires all recipients to provide:
    a. the total number of labor hours worked,
    b. the total number of labor hours worked by Section 3 workers, and
    c. the total number of labor hours worked by Targeted Section 3 workers.
2. HACCC requires all recipients to input data for all projects through a designated data management program. Recipients must submit data reports within 10 days from the end of the set quarterly reporting timeframes.
3. HACCC requires all recipients to produce relevant documents related to labor hours reporting metrics and business certification, upon requests, within 14 days.
4. Recipients are required to ensure their own compliance and the compliance of their subcontractors with the Section 3 regulations, as outlined at 24 C.F.R. part 75. These responsibilities include but are not limited to the following:
    a. Designing and implementing procedures to comply with the requirements of Section 3
    b. Facilitating the training and employment of Section 3 workers
    c. Ensuring Compliance and Meeting Numerical Benchmarks
    d. Meet HACCC Reporting Requirements and respond to documentation production request(s)

VII. Record Keeping Requirements

1. Recipients must follow the recordkeeping requirements found at 24 C.F.R. § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 C.F.R. §75.31.
2. Recipients must follow 2 C.F.R. Part 200 (as referred to in 24 C.F.R. §75.31) that establishes three (3) years, see applicable excerpt below:
    a. 2 C.F.R. § 200.334
    b. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.
3. The only exceptions are the following:
    a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
    b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
    c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
    d. When records are transferred to or maintained by the Federal awarding agency or pass-through

entity, the 3-year retention requirement is not applicable to the non-Federal entity.

e. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

g. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

h. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3- year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

VIII. Retention Policy

1. HACCC must follow the State of California's general records retention laws that establishes five (5) years as the minimum retention records for these documents, subject to the exceptions listed in pre, see above.
2. Section 3 Worker and Section 3 Target Worker Eligibility
3. A recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established. A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:
    a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below);
    b. The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or
    c. The worker is a YouthBuild participant.
4. A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:
    a. is employed by a Section 3 business concern; or
    b. currently fits or when hired fit at least one of the following categories, as documented within the past five years:
    c. A resident of public housing or Section 8-assisted housing;
    d. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
    e. A YouthBuild participant.
5. There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 C.F.R. part 75:
    a. For a worker to qualify as a Section 3 worker, one of the following must be maintained:
    b. A worker's self-certification that their income is below the income limit from the prior calendar year;
    c. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
    d. Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a

participant in one of their programs;

e. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
f. An employer's certification that the worker is employed by a Section 3 business concern.

1. For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

    a. For Public Housing Financial Assistance projects:
    b. A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
    c. Certification from a PHA, or the owner or property manager of project-based Section 8- assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
    d. An employer's certification that the worker is employed by a Section 3 business concern; or
    e. A worker's certification that the worker is a YouthBuild participant.

IX. Eligibility Requirements

1. HACCC will accept various forms of evidence to establish Section 3 eligibility documentation which includes, but is not limited to the following:

    a. Proof of residency in a public housing project.
    b. Evidence of participation in the YouthBuild program.
    c. Certification from the worker's employee.
    d. Other income/employment evidence as determined by HACCC on a case-by-case basis.

1. Business Concern Eligibility

    a. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, limited liability company, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

1. Business Concern Certification:

    a. Prospective Section 3 workers and business concerns must self-certify that they meet the requirements as defined in the regulations by submitting a business concern application to HACCC. HUD recipients, contractors and subcontractors may also establish their own system to certify Section 3 workers and business concerns. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:

        i. At least 51 percent owned and controlled by low- or very low-income persons;
        ii. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
        iii. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

1. Non-profit organizations:

    a. A non-profit organization can be a business concern.

    b. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 C.F.R. § 75.5 in order to receive Section 3 preference.

2. Facilitating the award of contracts to Section 3 business concerns:

    a. HACCC may work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.

3. Entitlements:

    a. Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking. Recipients, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities.

X. Non-Compliance

1. Qualitative Efforts:

    a. If reporting indicates that the agency has not met the Section 3 benchmarks, recipient must report in a method prescribed by HACCC on the qualitative nature of its activities pursued per 24.

    b. C.F.R. § 75.15(b) and § 75.25(b).

2. Such qualitative efforts may, for example, include but are not limited to the following:

    a. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
    b. Provided training or apprenticeship opportunities.
    c. Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
    d. Provided or connected Section 3 workers with assistance in seeking employment including:
        i. drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
    e. Held one or more job fairs.
    f. Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
    g. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
    h. Assisted Section 3 workers to obtain financial literacy training and/or coaching.
    i. Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
    j. Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
    k. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
    l. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
    m. Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
    n. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

3. Complaints:

    a. Complaints alleging failure of compliance with 24 C.F.R. § 75 may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

XI. Section 3 Contract Clause

1. All section 3 covered contracts shall include the following clause (referred as the section 3 clause):

   The successful bidder (contractor), and bidder's subcontractors, are bound by the Section 3 Clause and must be included in all subcontractor agreements.

   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 the employment and other economic opportunities generated by HUD assistance of 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.

   The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, 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 75 regulations.

   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 worker's 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.

   The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 , 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 C.F.R. Part 75 . 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 C.F.R. Part 75 .

   The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under24 C.F.R. Part 75 .

   Non-compliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

Attachment I

Past Performance Survey

ATTACHMENT I

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA
Past Performance Survey
General Legal Services

CLIENT INFORMATION

☐ Commercial Client ☐ Government Client

Client Name: _____

Client Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Project Name: _____ **Total Project Value:** _____

Performance Period:	**Teaming Partner(s):**
Government or Commercial Project Manager Contact Name: _____ Title: _____ Phone number: _____ Fax number: _____ E-mail address: _____	**Alternate Government or Commercial Project Manager Contact** Name: _____ Title: _____ Phone number: _____ Fax number: _____ E-mail address: _____

SPECIFIC PERFORMANCE

Instructions: This part consists of open-ended questions to determine the scope, complexity, and relevance of the project to the current requirement. Please answer the questions concisely and to the best of your knowledge.

1. Describe the overall project type the contractor provided.

2. Describe the end goal/end product and result.

3. Describe the long-term program development involved in performing this task.

4. Describe the level of planning and staffing contractor was required to perform and if they met the contracts exceptions.

5. Describe the average timeline involved in completing this project and if contractor met that timeline within reason.