**QUOTE FOR SMALL PURCHASE OF SERVICES**
Federal and Mixed Funds under Contract

Issue Date: May 19, 2026

Project Title: Graphic Design and GIS Mapping

Deadline for Submission of Written Questions: June 8, 2026, at 11:00 a.m. (PT)

Due Date: **June 22, 2026** (must be received before 5:00 p.m. (PT))

Point of Contact: Hadi Otaky Title: Contracts Administrator

Phone: 213-817-2319 Email: Hadi.Otaky@hacla.org

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The purpose of this Quote for Small Purchase ("QSP") request is to invite vendors to submit to the Housing Authority of the City of Los Angeles ("HACLA") price quotes for the services generally described as graphic design and GIS mapping services and more particularly described in the Quote for Services form, which is attached hereto as Exhibit A. Since the Services to be procured under this QSP request are estimated to be less than $350,000, HACLA is procuring said Services using the small purchase procedures authorized by HACLA's Procurement Policy.

☐ The Services described herein require the following licensing and/or certification: N/A

## A. DEADLINE FOR SUBMISSION WRITTEN QUESTIONS

1. Deadline for Submission of Written Questions. Any prospective vendor seeking an explanation or interpretation of this QSP may submit, in writing, questions and requests for information to the Pont of Contact identified herein. Written questions must be received on or before June 8, 2026, at 11:00 a.m. (PT). If HACLA elects to respond to questions and requests for information, an Addendum will be posted to www.rampla.org. HACLA has the sole and absolute discretion to determine whether an addendum should be issued for this QSP.

## B. SERVICE PROVIDER QUALIFICATIONS AND CONTRACT CONDITIONS

1. Prior Related Services. Any vendor who provided services relating to studies or specifications prepared for this solicitation is not eligible to compete under this QSP request. To learn more, see the Organizational Conflicts of Interest section of HACLA's Procurement Policy, which may be viewed at HACLA's Forms, Documents and Policies page at www.hacla.org/forms.

2. Proposed Contract. The Service Provider selected for contract award will be required to enter into a written agreement with HACLA ("Contract"), the form of which is attached hereto as Exhibit B. The proposed contract term is one (1) year and four (4) option terms. Upon award, the Contract will be modified to incorporate the necessary elements of the successful Service Provider's Quote, and other

pertinent terms and conditions.

3. Minimum Acceptance Period. "Acceptance period" as used in this provision means the number of calendar days available to HACLA to issue a Contract, which is calculated commencing upon the day the Quote is due. HACLA requires a minimum acceptance period of **60** days. Any quote allowing less than HACLA's minimum acceptance period will be rejected.

4. Insurance Requirements. The insurance coverages and amounts required for the Services are:

| | |
|---|---|
| Workers' Compensation (statutory) / Employer's Liability (HACLA as a certificate holder and no exclusions for lead or asbestos) | $1,000,000 |
| Commercial General Liability (HACLA as an additional insured)<br>(X) Premises and Operations<br>(X) Contractual Liability, Oral and Written per form CG000-1 as an insured contract<br>(X) Independent Contractors<br>(X) Products/Completed Operations<br>(X) Property Damage Incl. Completed Operations<br>(X) Fire Legal Liability | $1,000,000 |
| Automobile Liability (Evidence of insurance in the form of ACORD listing HACLA as a certificate holder)<br>(X) Owned Automobiles<br>(X) Non-Owned/Hired Automobiles | $500,000 |
| Errors and Omissions (Professional Liability) (HACLA as a certificate holder) | $1,000,000 |
| Incidences involving cybersecurity under either a General Liability policy or a separate cybersecurity policy (HACLA as an additional insured) | $1,000,000 |

Additional requirements concerning insurance coverage are set forth in the Contractual Requirements for Insurance, which may be viewed at HACLA's Forms, Documents and Policies page at www.hacla.org/forms. The Service Provider awarded the Contract will be required to provide requisite certificates and endorsements prior to contract execution in the case of contracted work or the start of work in the case of purchase orders.

5. Service Provider's Certification Regarding Organizational Conflicts of Interest. By the submission of a quote, Service Provider certifies to the following:

(a) That to the best of his/her/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 Services to be performed under the Contract and the Service Provider's organizational, financial, contractual, or other interests may, without some restriction on future activities: (i) result in an unfair competitive advantage to the Service Provider; or, (ii) impair the Service Provider's objectivity in performing the Services.

(b) That to the best of his/her/its knowledge and belief and except as otherwise disclosed, there exists no actual or potential conflict of interest between Service Provider's business or financial interests and the Services to be performed under the Contract, or relating to any financial interest, business or employment relationship with any commissioner, officer, employee, or agent of HACLA.

(c) Service Providers who are unable to certify to the above are not eligible for award of the subject Contract.

6. SAM and Vendor Registration.

(a) The System for Award Management (SAM.gov) is an official website of the U.S. Government. There is no cost to use SAM.gov. Eventually, SAM.gov will offer a single login to navigate the federal award lifecycle. Today, you can use this site to:

- Register to do business with the U.S. Government
- Update, renew, or check the status of your entity registration
- Get a Unique Entity ID
- Search for entity registration and exclusion records
- Search for assistance listings (formerly CFDA.gov), wage determinations (formerly WDOL.gov), and contract opportunities (formerly FBO.gov)
- Run contract data reports (formerly part of FPDS.gov).
- View and submit BioPreferred and Service Contract Reports
- Access publicly available data via data extracts and system accounts

Register your entity or get a Unique Entity ID to get started doing business with the federal government at: https://sam.gov/entity-registration

(b) Interested Service Providers are encouraged to complete vendor registration on Oracle iSupplier at http://www.hacla.org/becomeavendor. Providers who are already registered vendors are encouraged to review and update their iSupplier accounts for accuracy. Service Providers who are awarded contracts are required to register on iSupplier prior to commencement of services.

7. Confidentiality. Interested Service Providers are encouraged to review the Confidentiality provisions included in the Contract, which imposes upon the contracting Service Provider standards of care for the protection of confidential information.

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## C. EVALUATION AND AWARD OF SERVICES

HACLA may award either a single Contract as the result of this QSP request or may apportion the requirements of this request among multiple Service Providers if this is determined to be in HACLA's best interests. HACLA reserves the right not to award a Contract.

1. Service Provider Qualifications. HACLA awards Contracts to responsible Service Providers who are in good standing with HACLA and have demonstrated the following standards: (i) a satisfactory record of business integrity and trustworthiness; (ii) adequate financial resources or the ability to obtain such resources as required during performance of the contract; (iii) ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments; (iv) a satisfactory record of performance; (v) qualified and eligible to receive an award under applicable laws and regulations; and (vi) equipped with the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them. Service Provider responsibility is evaluated by examination of a variety of resources, including but not limited to the Service Provider's registration documents, state and federal lists of debarred, suspended or ineligible businesses or individuals, commercial credit rating reports, references, and documented past performance on HACLA contracts.

2. Selection Criteria and Award. If HACLA determines to award a single Contract, award will go to the responsible Service Provider whose quote offers the best value to HACLA. HACLA's Procurement Policy defines "Best Value" as a determination that follows from a procurement process in which a proposal is evaluated for price and qualitative factors such as quality and performance, as judged against the solicitation's evaluation criteria, and award selection is based upon the proposal that offers the most advantageous value to HACLA.

3. Negotiation. HACLA reserves the right to negotiate with Service Providers. Negotiations are exchanges between HACLA and a Service Provider that are undertaken with the intent of allowing the Service Provider to revise and/or clarify its quote, including prices. The scope and extent of negotiations are a matter of HACLA's judgment.

4. Evaluation Factors. ☒ Applicable ☐ Not Applicable

If this section is marked applicable, the department procuring these services have identified the following as factors that will be evaluated to determine Best Value:

- Qualifications
- Proposed Staffing
- Work Plan / Technical Approach / Methodology
- Price

**Interested Service Providers are encouraged to submit proposals that demonstrate that the business is qualified and capable of satisfying these requirements and describe attributes of the business that distinguishes it from other businesses that offer similar services.**

## D. SUBMITTAL REQUIREMENTS

1. All-Inclusive Quote. Service Provider's quote shall be based on the Scope of Services, which is included in the Quote for Services form. Unless otherwise provided herein, the rates quoted shall be all-inclusive of all other items, services and costs that the Service Provider needs to complete the Services, including but not limited to tools, equipment, materials, insurance, licensing, bonding, employee costs and benefits, etc.

2. Quote Submission. The following options are available for submission of Quotes:

- Quotes may be submitted by email to the attention of the Point of Contact person identified on page 1. ***Note: All attachments shall be in PDF format. File attachment size is limited to 15MB. You will not receive notice if your file size is too large. HACLA is not responsible for bids not received via email.***

- Quotes may be transmitted by U.S. mail or delivery by private express delivery service (UPS, FedEx, OnTrac, FastTrak or any other commercial carrier with real time tracking and delivery) if a mailing address is provided on page 1.

Service Provider's completed Quote Form and all documents required at the time of quote submission must be received by HACLA no later than the Due Date and Time identified on page 1. Service Providers are responsible for confirming HACLA's receipt of the Quote Form and other submitted documents. The Quote Form must be signed by a person authorized to contractually bind the Service Provider.

## E. GENERAL INFORMATION

1. Notice Regarding Disclosure of Quotes. All quotes received by HACLA shall become the property of HACLA and shall be considered "public records" as defined by Government Code section 7920.530(a) of the California Public Records Act (Government Code section 7920 et. seq.). After Contract award, all quotes are subject to public inspection and/or copying in accordance with said Act.

2. Pre-contractual Expenses. Pre-contractual expenses are defined as any expenses incurred by a Service Provider in: (i) preparing its quote in response to this QSP request; (ii) submitting that quote to HACLA; (iii) negotiating with HACLA any matter related to this request; or (iv) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this QSP request. HACLA shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Service Providers, and Service Providers shall not include any such expenses as part of their quotes.

3. Information About Other Procurement Opportunities. Information about other procurement opportunities currently open for response at HACLA can be obtained by visiting HACLA's website at www.hacla.org/opensolicitations and by accessing the Regional Alliance Marketplace for Procurement ("RAMP"), a service provided by the City of Los Angeles and the Los Angeles Business Council at www.rampla.org. RAMP access requires registration, which is free.

4. Procurement Policy. All procurement activities of HACLA are conducted in accordance with HACLA's Procurement Policy, applicable state and federal laws and regulations, including 2 CFR at Part 200, particularly sections 200.318 through 200.326 (procurement standards), all as may be amended from time to time. HACLA's Procurement Policy may be viewed at HACLA's Forms, Documents and Policies page at www.hacla.org/forms.

5. Bid Protest. Protests for this solicitation are governed by HACLA's Informal Protest Procedures, which may be reviewed at HACLA's Forms, Documents and Policies page at www.hacla.org/forms. Protests may be filed by mail, in-person or electronically, but must be received within the period proscribed in the Protest Timing section of the Procedures.

6. City Minimum Wage Ordinance. Service Providers are advised that employees working at least 2 hours in a particular week within the City of Los Angeles are entitled to payment of the applicable minimum wage under the City of Los Angeles Minimum Wage Ordinance ("MWO"). As of July 1, 2025, the base minimum wage for all employers regardless of the number of employees is $17.87 per hour. Some businesses are eligible for exemption or deferral. HACLA expects its Service Providers to consider the cost of compliance in their proposed pricing. Service Providers are responsible for determining the extent to which the MWO is applicable, and for remaining well-informed of any changes to the MWO that may affect employee compensation. For more information on the MWO, visit https://wagesla.lacity.org.

**Exhibit A**

**QSP QUOTE FORM**

Company Name: _____
(Legal name for contracting purposes)

Company Address: _____

Point of Contact Name: _____ Title: _____

Phone: (  ) _____  Email: _____

**Insurance.** ☐ The undersigned acknowledges the business carries the insurance coverages identified in the solicitation.

**SAM Registration:** ☐ Business certifies they have completed registration on SAM.gov

**Subcontractors.** ☐ No subcontractors will be employed on the project.
☐ All subcontractors proposed for the project are identified in the Quote submitted for this project. You are responsible for investigating the eligibility of all listed subcontractors to ensure that none is debarred, suspended or otherwise ineligible to be awarded contracts by any agency of the United States Government or to participate in programs of the U.S. Department of Housing and Urban Development.

**Los Angeles Business Tax Registration Certificate:**
☐ The business has a valid Los Angeles Business Tax Registration Certificate #_____.

☐ The business does not currently hold a valid Los Angeles Business Tax Registration Certificate. If awarded the contract, the undersigned certifies the business will immediately register for a Business Tax Registration Certificate, if said Certificate is required to perform the Work. (Contractors are encouraged to contact the City of Los Angeles, Office of Finance, to determine whether a Business Tax Registration Certificate is required.)

The undersigned, being familiar with local conditions affecting the cost of the Services described in the Scope of Services herein, hereby proposes and agrees to furnish all labor, materials and services necessary to complete the Services as described in the Scope of Services at the price(s) listed herein.

This quote is valid for the Minimum Acceptance Period set forth in the QSP request. If selected, the undersigned agrees to timely furnish all documents required by the request.

By: _____ Title _____
Must be signed by an individual who has authority to bind the business

Attachment:
- Pricing and Scope of Services

## PRICING AND SCOPE OF SERVICES

**PRICING:** All prices quoted must be fully burdened (i.e., direct labor + overhead + profit) and all-inclusive of all items, services and costs that the provider needs to complete the Services (e.g., tools, equipment, materials, insurance, licensing, bonding, etc.). Quoted prices will be evaluated to determine whether they are necessary and reasonable for the conduct of the proposed contract, reflect a clear understanding of the requirements, and are consistent with the methods of performance described in the proposal.

**NOTE:** For comparison's sake, HACLA prefers the Titles/Positions to remain as-is and if your staffing has a different title, please attempt to place them in the appropriate classification provided by HACLA.

| **Proposed Hourly Rates by Position/Title** | |
|---|---|
| **Position/Title** | **Rate per Hour** |
| Principal/Partner (Project Director) | $ |
| Senior Manager | $ |
| Manager | $ |
| Associate | $ |
| Support Staff (Administration) | $ |

## OTHER CHARGES

Describe any other fees/costs:

| # | DESCRIPTION | PRICE |
|---|---|---|
| 1. | | $ |
| 2. | | $ |
| 3. | | $ |

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## REIMBURSED EXPENSES

Reimbursable expenses are in addition to compensation for any costs not identified above and shall be billed at actual net cost, without any "mark ups" or surcharges. All expenses must be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). Expenses that exceed $500.00 must be approved by HACLA, in writing and in advance of incurring the cost.

- Renderings, models, mock-ups, professional photography, and presentation materials requested by HACLA: These specialized items are reimbursed at the business's actual cost, provided the costs are approved in advance and are supported by appropriate receipts, invoices or proof of expenditure.

- Photocopying: If copied in-house, photocopying charges are reimbursed at the rate of Design Professional's actual cost or $0.10 per page, whichever is less. If copied using an outside vendor, photocopying charges are reimbursed at the business's actual cost. When appropriate and more economical, large and/or complex copying jobs should be sent to a capable outside copy service.

- Messenger and Delivery: Messenger and delivery services are reimbursed at the rate of business's actual cost, except that rush charges will only be reimbursed if the business was not responsible for the rush. Messenger services and express mail shall only be used under extraordinary circumstances, and requests for reimbursements for such services should be accompanied by an explanation that justifies their use.

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## SCOPE OF SERVICES FOR GRAPHIC DESIGN

Provide as needed graphic design services for grants and independent projects (such as event materials, formal reports, etc.) that will vary in complexity.

Work may include participating in the process of defining requirements; translating client needs and branding strategies into design strategies; selecting colors, fonts, photographs, layouts, and other design elements that are in harmony with existing or desired branding schemes to communicate creative concepts; developing content, visualizations, videos (including creating, recording, and editing video clips) and creating graphics, maps, editable templates, materials and presentations; designing digital and printed reports; creating marketing materials (i.e. email marketing, flyers, brochures, infographics, press packets, campaign videos); developing visual concepts using illustrations, logos, layouts, film, photos, digital platforms, and other media and designs using technology, software or by hand. Projects may also include conceptualizing visuals and data dashboards using the appropriate colors, fonts, images and layouts for each graphic; utilizing supportive copywriters and creative directors (hopefully already in-house or subcontracted into your network) to produce a final design; testing video and graphics across various media; amending designs after feedback, ensuring final graphics are visually appealing and on-brand as applicable; and supporting other projects as requested.

Produced drafts will be reviewed by HACLA and the Service Provider will be responsible for making revisions based on feedback, which may include up to three (3) rounds of edits. The Service Provider will also review final productions of materials for errors and ensure the final product reflects HACLA's specifications which could include time-sensitive design requests (e.g. emergency communications, grant-related graphics to meet set submittal deadlines, etc.)

Deliverables for these services include the following:

***A. Grant Support.*** Providing visual design and supportive materials related to grant proposals and fund development efforts. Work may include developing GIS maps, graphics, logos, video, illustrations and other visuals to support proposal development and grant implementation projects. Such supportive tasks might include developing presentations/slide decks, branding concepts; marketing materials (brochures, flyers, report templates, project/partner profiles); data dashboards and infographics; and other digital or print materials to support grant submittal and implementation.

***B. Formal Presentations, Dashboards, and Reports.*** Provide visual design and supportive materials including but not limited to slide decks, dashboards, infographics, photos, video, and other digital and publication related visuals for annual reports, marketing and fundraising campaigns, board meetings and community outreach efforts.

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***C. Develop Editable Design Templates.*** Create and provide visual design in editable formats for one-pagers, fact sheets, social media, event programs, etc. in HACLA preferred platforms (e.g. Canva, Microsoft suite.)

***D. Graphic Information Systems (GIS) Mapping.*** Provide geographic information systems maps for various projects. Work may include producing data layers, maps, tables, or reports using spatial analysis procedures or Geographic Information Systems (GIS) technology, equipment or systems; design or prepare graphic representations of Geographic Information Systems (GIS) data, using GIS hardware or software and other integrated software to create visually digestible dashboards and materials. Additional support may include providing technical expertise in Geographic Information Systems (GIS) technology, mapping capabilities and integrations recommendations to clients or users.

***E. General Marketing Campaigns & Other Supportive Tasks***. Provide advice and ongoing direction on the design as well as design and materials development support across all graphics and visual media formats for other HACLA projects as requested.

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**Exhibit B**

**CONTRACT FOR SERVICES BETWEEN**
**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES**
**AND**
INSERT CONTRACTOR NAME

**FEDERAL AND MIXED FUNDING**

**THIS CONTRACT** ("Contract") is made and entered into this insert start date ("Effective Date"), by and between the Housing Authority of the City of Los Angeles, a public body, corporate and politic ("HACLA"), and insert contractor name, ("Service Provider"). HACLA and Service Provider are hereinafter collectively referred to as the "Parties" and individually as a "Party."

**RECITALS**

**WHEREAS** using small purchase procedures, HACLA issued a Quote for Small Purchase ("QSP") request for the purchase and delivery of the services generally described as insert description of services ("Services");

**WHEREAS** from among the quotes received in response to the QSP request, HACLA selected Service Provider's offer, which is the most advantageous to HACLA;

**WHEREAS** the President and CEO procured this Contract under his/her authority as Contracting Officer pursuant to HACLA's Procurement Policy and Procedures;

**WHEREAS** Service Provider has the qualifications, background, knowledge, experience and expertise to perform the obligations set forth in this Contract; and

**WHEREAS** HACLA and Service Provider desire to enter into this Contract for the purchase and delivery of the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the mutual covenants, benefits and promises herein stated, the parties hereto agree as follows:

**Section 1. STATEMENT OF SERVICES**

A. Scope of Services. Service Provider shall, in a manner satisfactory to HACLA, completely perform the Scope of Services attached hereto as Exhibit 1.

B. Additional Services. Any work determined by HACLA to be necessary for the proper completion of the Services, but which is not included within the Scope of Services shall be considered "Additional Services." Only HACLA's Contracting Officer identified in the Notices section herein or his or her authorized designee may authorize Additional Services. The parties expressly



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acknowledge that any other HACLA employees are without authorization to order Additional Services or to waive contractual requirements of this Contract. Failure of the Service Provider to secure proper authorization for Additional Services shall constitute a waiver of any and all right to adjustment in the Maximum Cumulative Payment Obligation amount set forth herein, and Service Provider shall not be entitled to compensation for such unauthorized services. Any such approval of Additional Services by the Contracting Officer, as well as any other material change in the terms and conditions of this Contract, shall only be binding upon either party if confirmed in a written amendment to this Contract executed by both parties.

**Section 2. SERVICE PROVIDER'S DUTIES, WARRANTIES AND RESPONSIBILITIES**

A. Service Provider agrees to abide by and perform all of the Services specified in this Contract and all exhibits and attachments thereto, which are incorporated herein by this reference. Service Provider shall provide, furnish, and supply all things necessary and incidental for the Services to be performed, including, but not limited to, provision of all necessary labor, materials, equipment and transportation, unless otherwise specified herein.

B. Service Provider warrants that it is free to enter into this Contract and is not subject to any obligation or disability which will or might prevent or interfere in fully keeping and performing all of the conditions to be kept and performed under this Contract.

C. Service Provider further warrants that it has not paid anyone for the purpose of entering into this Contract, and that entering into this Contract and performing the services hereunder will not constitute a conflict of interest. Service Provider further warrants that neither it, nor its agents or representatives, has offered or given gratuities in the form of entertainment, gifts, favors or other items or services of value to any officer or employee of HACLA with a view toward securing: (i) award of this Contract, (ii) amendment of the Contract after award, or (iii) favorable treatment of Service Provider by HACLA in the administration of the Contract or in the making of any determination with respect to Service Provider's performance of its obligations under the Contract.

D. Service Provider warrants that the Services to be performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Service Provider's profession, doing the same or similar work under the same or similar circumstances.

E. Service Provider shall be responsible for any technical accuracy, timely completion of reports, and other services furnished by Service Provider under this Contract. Service Provider shall, at no additional cost to HACLA, correct and/or revise any errors, omissions, or other deficiencies in its reports, calculations, and other services.

**Section 3. FEES, PAYMENTS AND INVOICES**

A. Fees for Contracted Services. For Service Provider's full and complete performance of its obligations under this Contract, HACLA shall pay Service Provider the fees set forth at

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Exhibit 1 ("Contract Fees"), which are acknowledged to be fully burdened to include all direct costs, indirect costs and profit and which shall remain fixed for the entire Contract Term, including any option terms that may be exercised by HACLA.

B. Maximum Cumulative Payment Obligation. Notwithstanding any other provision of this Contract to the contrary, HACLA's maximum cumulative payment obligation to Service Provider under this Contract shall be insert sum ($insert dollar value).

C. Remittance. Unless otherwise stated in this Contract, HACLA will pay all properly invoiced amounts due to Service Provider within 30 days after receipt of such invoice, except for any amounts disputed by HACLA. The parties shall seek to resolve all such disputes expeditiously and in good faith. Service Provider shall continue performing its obligations under this Contract notwithstanding any such dispute. Without prejudice to any other right or remedy, HACLA reserves the right to set off any amount owing to it by Service Provider against any amount payable by HACLA to Service Provider.

D. Automated Deposit of Payments. Service Provider will be paid by Automated Deposit with a Financial Institution that is a member of the Automated Clearing House. Service Provider shall complete HACLA's Automated Deposit Form, which shall be submitted to HACLA prior to the performance of Services under this Contract.

E. Invoices. Service Provider shall submit invoices to HACLA for payment in arrears of work being performed and not more frequently than once per calendar month. Service Provider's invoices shall specify the following: (i) name of person(s) performing the work; (ii) description of work and location where work was performed; (iii) dates of work performance; (iv) if billing by hourly increments, the number of hours of work performed and the applicable billing rate; (v) total amount due and payable; and (vi) Contract number assigned for Services. Request for reimbursement of reimbursable expenses, if authorized, shall be itemized and supported by documentation. Invoices shall be signed by Service Provider's authorized representative, whose signature attests to the fact that the invoice is true and accurate. Invoices may be emailed to Accounts.Payable@hacla.org or may be mailed to:

Housing Authority of the City of Los Angeles
2600 Wilshire Blvd, Finance Dept., 4th Floor
Los Angeles, California 90057
Attention: Accounts Payable

**Section 4. CONTRACT TERM**

A. This Contract shall commence on the Effective Date and continue in full force and effect through insert initial end date ("Contract Term") unless earlier terminated as provided elsewhere in this Contract or extended by written amendment to this Contract.

B. Option Terms. ☐ Option terms apply ☐ Option terms do not apply

If this paragraph is applicable, the following option terms apply:

(1) 1st Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("1st Option Term") by giving notice to the Contractor prior to the expiration of the Initial Term.

(2) 2nd Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("2nd Option Term") by giving notice to the Contractor prior to the expiration of the 1st Option Term.

(3) 3rd Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("3rd Option Term") by giving notice to the Contractor prior to the expiration of the 2nd Option Term.

(4) 4th Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("4th Option Term") by giving notice to the Contractor prior to the expiration of the 3rd Option Term.

C. Maximum Term. The Contract Term shall not exceed five years, including options for renewal or extension, without HUD's consent.

**Section 5. INSURANCE**

A. During the term of this Contract, Service Provider shall, at its own cost and expense, procure and maintain the insurance required by the QSP:

(1) Workers' Compensation (statutory)/Employer's Liability (HACLA as a certificate holder and no exclusions for lead or asbestos): $1,000,000.

(2) Commercial General Liability (HACLA as an additional insured): $1,000,000.

(3) Automobile Liability (Evidence of insurance in the form of ACORD listing HACLA as a certificate holder): $500,000.

(4) Errors and Omissions (Professional Liability) (HACLA as a certificate holder): $1,000,000 (if imposed).

(5) Incidences involving cybersecurity under either a General Liability policy or a separate cybersecurity policy (HACLA as an additional insured): $1,000,000 (if imposed.)

B. Copies of Service Provider's insurance certificates and endorsements in effect as of the date of Contract execution are attached hereto as Exhibit 3. Service Provider is responsible for

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providing updated insurance records during the term of this Contract evidencing compliance with the above that shall supersede and replace those certificates and endorsements previously provided and which upon receipt by HACLA shall become a part of the Contract by this reference without further action required on the part of either party.

C. Service Provider shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents and subcontractors, if any, to protect the Service Provider's and HACLA's interests, and for ensuring that such persons comply with any applicable insurance statutes. Service Provider shall provide HACLA with proof of compliance with this provision upon demand.

D. Except by agreement or instruction of HACLA in writing, Service Provider shall not commence Services prior to the effective date of the insurance required to be furnished by Service Provider. Service Provider's obligations to timely complete the Services shall not be changed by the effective date of such insurance.

**Section 6. NOTICES**

A. Any notices to be given pursuant to this Contract shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom it is intended as follows:

**For HACLA:**

Contracting Officer: Housing Authority of the City of Los Angeles
Attn: Suket Dayal, Chief Administrative Officer
2600 Wilshire Boulevard, 3rd Floor
Los Angeles, CA 90057

Contracts Dept.: Housing Authority of the City of Los Angeles
Attn: insert Contract Administrator
2600 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90057
Office No: 213-252-insert
Email: insert

Project Manager: Housing Authority of the City of Los Angeles
Attn: insert
insert

**For Service Provider:** insert contact info

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B. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

**Section 7. SUBCONTRACTING**

A. Service Provider and HACLA agree that Service Provider's unique talents, knowledge and experience form a basis for this Contract and that the services to be performed by Service Provider under this Contract are personal in character. Therefore, Service Provider shall not subcontract, assign or delegate any portion of this Contract or any duties or obligations hereunder to any subcontractor not identified in Service Provider's Quote unless approved by HACLA in a written instrument executed and approved by HACLA in writing. Neither party shall, on the basis of this Contract, contract on behalf of or in the name of the other party. Any Contract that violates this Subcontracting section shall confer no rights on any party and shall be null and void.

B. To the extent Service Provider is permitted by HACLA to subcontract, assign or subcontract any portion of this Contract or any duties or obligations hereunder, Service Provider shall remain fully liable and responsible for all acts and omissions of its subcontractors in connection with the Services, as if it engaged in the acts and omissions directly.

**Section 8. HACLA'S RIGHTS AND REMEDIES IN GENERAL**

A. All of HACLA's rights and remedies under the Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract of certain breaches as material shall not waive HACLA's authority to designate other breaches as material nor limit HACLA's right to terminate the Contract, or prevent HACLA from terminating the Contract for breaches that are not material. HACLA's determination of whether there has been noncompliance with the Contract so as to warrant exercise by HACLA of its rights and remedies for default under the Contract, shall be binding on all parties. No termination or action taken by HACLA after such termination shall prejudice any other rights or remedies of HACLA provided by law or equity or by the Contract upon such termination, and HACLA may proceed against Service Provider to recover all damages and losses suffered by HACLA.

B. No action or failure to act by HACLA will constitute a waiver of a right afforded it under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by HACLA of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver. No provision contained in the Contract shall create or give to third parties any claim or right of action against HACLA or Service Provider.

**Section 9. RESERVED**

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**Section 10. CONFIDENTIALITY**

A. During the Contract Term and at all times thereafter, Service Provider will: (i) hold all Confidential Information (defined below) in strict trust and confidence; (ii) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by the Contract; and (iii) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining HACLA's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform services hereunder and who have executed a confidentiality agreement with the Service Provider at least as protective as the provisions of this section. The provisions of this section shall survive the termination or expiration of this Contract. Service Provider will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Service Provider protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. HACLA owns all rights, title and interest in the Confidential Information. Upon HACLA's request and upon any termination or expiration of this Contract, Service Provider will promptly (i) return to HACLA or, if so directed by HACLA, destroy all Confidential Information (in every form and medium), and (ii) certify to HACLA in writing that Service Provider has fully complied with the foregoing obligations.

B. Service Provider shall also comply with applicable State, Federal and HUD statutes, regulations, policies and procedures governing the gathering, use and protection of Confidential Information and security of system(s) including, but not limited to the federal Privacy Act of 1974 (5 U.S.C. § 552a).

C. "Confidential Information" means: (i) any information related to the business or operations of HACLA, including information relating to HACLA's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of HACLA (and proprietary information of third parties provided to Service Provider) which is designated confidential or proprietary, or that Service Provider otherwise knows, or would reasonably be expected to know, is confidential; (iii) Personally Identifiable Information or PII of HACLA's clients, users, applicants, participants, tenants and/or landlords, which consists of any information collected, stored and/or disseminated in the performance of this Contract that permits the identity of an individual to be directly or indirectly inferred, either alone or in combination with other easily accessible sources, including any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. Examples of PII include, but are not limited to: name; personal identification number, such as social security number (SSN), passport number, driver's license number, taxpayer identification number, or financial account or credit card number; physical or email address information; and personal characteristics, including photographic images (especially of face or other identifying characteristic). Confidential Information does not include information that Service Provider demonstrates to HACLA's satisfaction that: (i) Service Provider lawfully knew prior to HACLA's first disclosure to Service Provider, (ii) a third party rightfully

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disclosed to Service Provider free of any confidentiality duties or obligations, or (iii) is, or through no fault of Service provider has become, generally available to the public.

D. In the event that Service Provider receives a subpoena, public records act request, court order, or other legal document requiring release of Confidential Information or documents, or is informed that such an order is forthcoming, Service Provider will immediately provide notice to HACLA's designated contact person for this Contract in order to permit HACLA to seek a protective order or other similar order if appropriate.

E. Service Provider shall notify HACLA promptly and in writing upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with HACLA to protect such information. Service Provider shall further immediately report to HACLA any security incidents of which it becomes aware, such as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Confidential Information in Service Provider's possession or electronic interference with HACLA's operations. Service Provider shall make a report to HACLA not more than five (5) business days after learning of such use or disclosure, in which it shall identify to the extent known: (i) nature of the unauthorized use or disclosure; (ii) Confidential Information used or disclosed; (iii) who made the unauthorized disclosure or received unauthorized disclosure; (iv) what Service Provider has done to mitigate the negative effects; (v) what corrective action Service Provider has taken or shall take to prevent similar occurrences. HACLA will have the right to enforce this Contract by specific performance, as well as hold the Service Provider liable for any damages caused by any disclosure of any Confidential Information whether intentional or inadvertent.

**Section 11. RESERVED**

**Section 12. MISCELLANEOUS PROVISIONS**

A. Successorship. Service Provider and HACLA acknowledge that the provisions of this Contract are binding upon the Parties, their employees, agents, heirs, successors and assigns.

B. Governing Law. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. In any action arising out of this Contract, Service Provider consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California

C. Severability. If any provision or any part of a provision of this Contract shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of this Contract, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

D. No Waiver. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute

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a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver. Further, the failure of either Service Provider or HACLA to insist, in any one or more instances, on the performance of any of the obligations required by the other under this Contract shall not be a construed as a waiver or relinquishment of such obligation or right with respect to future performance.

E. Amendments. This Contract may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

F. No Attorney Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to the Contract or as a result of any alleged breach of any provision of the Contract, each party shall bear its own costs and expenses, including attorney fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

G. Exhibits. All exhibits referred to in this Contract are incorporated herein by this reference.

H. Entire Agreement. The Contract, including all exhibits and other documents incorporated herein or made applicable by reference, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written.

I. Binding Authority to Sign and Authorization. Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies, as applicable, have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purport to represent.

J. Survival. The provisions of this Contract which by their nature survive termination of this Contract or final completion, including all warranties, indemnities, payment obligations, and HACLA's right to audit Contractor's books and records, shall remain in full force and effect after final completion or any termination of the Contract.

K. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original.

L. Legal Requirements; Permits, Codes and Licenses. Service Provider agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act (ADA), the Fair Labor Standards Act (FSLA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the

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work. Service Provider shall identify, secure and pay for all permits, fees, licenses and approvals necessary for the proper execution and completion of the Services.

M. Interpretation. Should interpretation of this Contract or any portion thereof, be necessary, it is deemed that this Contract was prepared by the parties jointly and equally, and shall not be interpreted against either party on the grounds that the party prepared this Contract or caused it to be prepared. The captions and headings of the various articles and paragraphs of this Contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective articles and paragraphs hereof.

N. Performance Evaluation. Service Provider's performance under the Contract, including any work performed by its subcontractors or others under the supervision or control of Service Provider, will be evaluated in accordance with HACLA's Service Provider Evaluation Form, a copy of which is available at www.hacla.org/forms (copy available upon request). Service Provider understands and agrees that HACLA may rely upon completed Service Provider Evaluation Forms in assessing Service Provider's qualifications, responsibility and ability to perform on future contracting opportunities with HACLA, and further, that an over-all assessment of "Unsatisfactory", may result in the Service Provider's disqualification or debarment from future contracting opportunities with HACLA.

[THIS SECTION INTENTIONALLY BLANK]

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In executing this Contract, HACLA and Service Provider each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and to perform the services described herein.

**IN WITNESS WHEREOF,** HACLA and the Service Provider have executed this Contract on the day and year first above written.

**Approved as to form**

By: _____
LEGAL COUNSEL

Name:_____

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES**

By: _____
SUKET DAYAL
Chief Administrative Officer

insert Service Provider name

By:_____
*(Signature of Person Authorized To Sign)*

_____
*(Printed Name of Person Authorized To Sign)*

Title: _____

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**Exhibit 1**

**SCOPE OF SERVICES AND CONTRACT FEES**

[to be attached]

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**Exhibit 2**

**HACLA'S CONTRACT GENERAL CONDITIONS FOR MICRO & SMALL PURCHASE OF SERVICES**

## PART A. STANDARD TERMS AND CONDITIONS

Service Provider is subject to the following standard contract general conditions for the delivery of services ("Services") regardless of funding source:

**1. Changes.** HACLA may at any time, by written order, make changes within the general scope of the services to be performed or supplies to be delivered. No services for which an additional fee is charged by the Service Provider shall be furnished without the prior written consent of HACLA. Any additional services performed by or supplies delivered by Service Provider shall be subject to these General Conditions.

**2. Conflicts of Interest.** Service Provider 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 Order and a Service Provider's organizational, financial, contractual or other interests are such that (i) award of this Order may result in an unfair competitive advantage, or (ii) Service Provider's objectivity in performing the contract work may be impaired. Service Provider agrees that if after award it discovers an organizational conflict of interest with respect to this Order, he or she shall make an immediate and full disclosure in writing to the Purchasing Department, which shall include a description of the action which Service Provider has taken or intends to take to eliminate or neutralize the conflict. HACLA may, however, terminate this Order for the convenience of HACLA if it would be in the best interest of HACLA. In the event the Service Provider was aware of an organizational conflict of interest before the award of this Order and intentionally did not disclose the conflict to HACLA, HACLA may terminate this Order for default.

**3. Assignment.** Service Provider shall not assign any part of this Order without prior written consent of HACLA.

**4. Contract Termination; Debarment.** A material breach of these clauses may be grounds for termination of this Order and for debarment or denial of participation as a Service Provider or subcontractor in future HACLA procurements.

**5. Inspection and Acceptance.** HACLA has the right to review, require correction, if necessary, and accept the Services as provided by the Service Provider. Such review(s) shall be carried out within a reasonable timeframe so as to not impede the Services of the Service Provider. The Service Provider shall make any required corrections promptly at no additional charge. Revised or corrected work product shall be submitted to HACLA within 7 days of notification or a later date if extended by HACLA. Failure by the Service Provider to proceed with reasonable promptness to make necessary corrections shall be a

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default. If the Service Provider's submission of corrected Services remains unacceptable, HACLA may terminate this Order or reduce the contracted price to reflect the reduced value of Services received.

**6. General Indemnification for Design Professionals.**[1] To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Service Provider shall defend (with legal counsel reasonably acceptable to HACLA) hold harmless and indemnify HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses, including without limitation reasonable attorney fees and costs, whether or not involving a third party claim, which arise out of, relate to, or result from (i) the intentional act or failure to act or the negligent performance of Services under this Order, or any part thereof, or (ii) any intentional or negligent act or an omission of Service Provider, and any of Service Provider's subcontractors, and anyone directly or indirectly employed or controlled by Service Provider or any of Service Provider's subcontractors in furtherance of, related to or during the performance of this Order. Service Provider's obligations set forth above shall survive the expiration or termination of this Order, as well as any Option Term. HACLA does not, and shall not, waive any rights that it may have against Service Provider by reason of the acceptance by HACLA, or the deposit with HACLA, of any insurance policies or endorsements required pursuant to this Order. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses described above.

**7. General Indemnification for other than Design Professionals.** (a) The Service Provider shall hold harmless, indemnify and defend HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses (including without limitation reasonable attorney fees and costs), whether or not involving a third party claim, which arise out of, relate to, or result from (i) any breach of any representation or warranty of Service Provider contained in this Order; (ii) any breach of any covenant or other obligation or duty of the Service Provider under this Order or under applicable law; and/or (iii) any acts or omissions by Service Provider or subcontractor of any tier, in each case whether or not caused by the negligence of HACLA or any other Indemnified Party, and whether or not the relevant claim has merit. This indemnification provision shall not apply to any claims resulting solely from the gross negligence or willful misconduct of HACLA, HACLA's officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries, and related

[1] "Design professional" refers to the entire range of professionals set forth in Civil Code §2782.8(c)(2): licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors.

non-profit corporations, or the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations. The Service Provider's obligations set forth above shall survive the expiration or termination of the Term of this Order, including any Option Term.

(b) HACLA does not, and shall not waive any rights that it may have against the Service Provider by reason of the acceptance by HACLA, or the deposit with HACLA, of any insurance policies or endorsements required pursuant to this Order. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses described above.

**8. Indemnification for Patent and Copyright Infringement.** (a) Service Provider shall defend (with legal counsel reasonably acceptable to HACLA), indemnify and hold harmless HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses, including without limitation reasonable attorney fees and costs, that may at any time arise for any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons now or hereafter issued.

(b) HACLA will give prompt written notice to Service Provider of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Service Provider shall keep HACLA informed of all developments in the defense of such actions.

(c) If HACLA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Service Provider shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Service Provider cannot so procure such right within a reasonable time, Service Provider shall promptly, at Service Provider's option and at Service Provider's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

(d) Above paragraphs (a) and (b) hereof shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by HACLA and not offered or recommended by Service Provider to HACLA or (ii) arising from modifications to the Work by HACLA or its agents after acceptance of the Work.

(e) The obligations set forth in this Indemnification for Patent and Copyright Infringement clause shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

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**9. Independent Contractor.** Service Provider shall, during the performance of the Services, act as a wholly Independent Contractor. Neither HACLA nor any of its officers, employees, servants or agents shall have control over the conduct of Service Provider or its employees or agents, except to advise or provide direction as required. Service Provider shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of HACLA. Nothing contained in this Order shall be deemed, construed or represented by HACLA or Service Provider or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between HACLA and Service Provider. Except as otherwise required by law, HACLA shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Service Provider performing Services hereunder for HACLA.

**10. Other Service Providers.** HACLA may undertake or award other contracts for additional Services at or near the site(s) of the Services. Service Provider shall fully cooperate with the other Service Providers (sometimes referred to as "Separate Service Providers") and with HACLA employees and shall carefully adapt scheduling and performing the Services under this Order to accommodate the additional Services, heeding any direction that may be provided by the Contracting Officer. The Service Provider shall not commit or permit any act that will interfere with the performance of Services by any other Service Provider or HACLA employee.

**11. Warranty of Title.** Service Provider warrants good title to all materials, supplies, and equipment incorporated in the Services.

**12. Underlying Indemnity and Insurance.** Service Provider shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents and subcontractors, if any, to protect the Service Provider's and HACLA's interests, and for ensuring that such persons comply with any applicable insurance statutes. Service Provider shall provide HACLA with proof of compliance with this provision upon demand.

**13. Ownership of Results/Work for Hire.** (a) Any interest (including, but not limited to, property interests and copyright interests) of Service Provider or its subcontractors, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Service Provider or its subcontractors in connection with Services to be performed under this Order shall become the property of and will be transmitted to HACLA at the conclusion of this Order. Service Provider may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Service Provider's activities, Service Provider shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project.

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(b) Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Service Provider or its subcontractors in connection with Services performed under this Order shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of HACLA. In the event that it is ever determined that any works created by Service Provider or its subcontractors under this Order are not Works for Hire under U.S. law, Service Provider hereby assigns all copyrights to such works to HACLA. With the prior written approval of HACLA, Service Provider may retain and use copies of such works for reference and as documentation of its experience and capabilities.

(c) After the completion of the Project, Service Provider shall not permit any reproductions to be made of any Authority-owned documents without the written approval of HACLA and shall refer all requests for such documents by other persons to HACLA.

**14. Examination and Retention of Service Provider's Records.** HACLA or any of its duly authorized representatives shall, until 3 years after final payment under this Order, have access to and the right to examine any of the Service Provider's directly pertinent books, documents, papers, or other records involving transactions related to this Order for the purpose of making audit, examination, excerpts, and transcriptions.

**15. Taxes.** Service Provider and subcontractors are responsible for paying all sales, consumer, business license, use, income and payroll, and similar taxes for the Work or portions thereof provided by Service Provider and subcontractors.

**16. Project Staff.** Service Provider shall employ a complete and competent Project staff for the duration of the Work. Upon notice from HACLA requesting replacement of any Project staff member who is unsatisfactory to HACLA, Service Provider shall in a timely manner, but in no event longer than 3 days after notification, replace such member with a competent member satisfactory to HACLA. Failure by Service Provider to comply with the provisions of this paragraph shall entitle HACLA, at its option exercised in its sole discretion, to terminate this Order or suspend the Work until Service Provider complies with this paragraph. All costs or damages associated with such termination or suspension shall be borne by Service Provider, without adjustment in the contract amount or time for completion.

**17. Termination for Cause and for Convenience.** (a) HACLA may terminate this Order in whole, or from time to time in part, for HACLA's convenience or the failure of the Service Provider to fulfill the contract obligations (cause/default). HACLA shall terminate by delivering to the Service Provider a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Service Provider shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to HACLA all information, reports, papers, and other materials accumulated or generated in performing the Order, whether completed or in process.

(b) If the termination is for the convenience of HACLA, HACLA shall be liable only for payment for services rendered before the effective date of the termination.

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(c) If the termination is due to the failure of the Service Provider to fulfill its obligations under this Order (cause/default), HACLA may (i) require the Service Provider to deliver to it, in the manner and to the extent directed by HACLA, any work described in the Notice of Termination; (ii) take over the work and prosecute the same to completion, and the Service Provider shall be liable for any additional cost incurred by HACLA; and/or (iii) withhold any payments to the Service Provider for the purpose of set-off or partial payment, as the case may be, of amounts owed to HACLA by the Service Provider. In the event of termination for cause/default, HACLA shall be liable to the Service Provider for reasonable costs incurred by Service Provider before the effective date of the termination. Any dispute shall be decided by HACLA's Contracting Officer.

**18. Resolution of Disputes.** Written claims by the Service Provider shall be given within a reasonable time, not to exceed 10 days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. If disputes or disagreements arise, Service Provider and HACLA each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. The Service Provider shall proceed diligently with performance of this Order, pending final resolution of any request for relief, claim, appeal, or action arising under the Order.

**19. Reporting Requirements.** Service Provider, at such times and in such forms as HACLA may require, shall promptly and timely provide to HACLA such periodic reports as it may request pertaining to the Work undertaken pursuant to this Order, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Order.

**20. Order of Provisions; Interpretation.** (a) In the event of a conflict between the Contract and these Contract General Conditions, the Contract shall prevail. In the event of a conflict between the Contract or these General Conditions and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

(b) With respect to the Contract, Addenda shall govern over other portions of the Contract to the extent specifically noted; subsequent Addenda shall govern over prior Addenda only to the extent specifically noted.

(c) The Contract may omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," "but not limited to," or words of similar import) is

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used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

**21. Accounting Records.** Service Provider shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Order in accordance with generally accepted accounting principles and practices.

## PART B. REQUIRED FEDERAL PROVISIONS (FEDERALLY FUNDED CONTRACTS)

For federally assisted contracts, Service Provider is subject to the federally mandated provisions set forth in this part. As used herein, "contract" refers to this Order.

**1. Procurement of Recovered Materials (Contracts over $10,000).**[2] (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Service Provider 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 Service Provider shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Service Provider 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 Service Provider purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Service Provider: (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.

**2. Contract Work Hours and Safety Standards Act (Contracts over $100,000).**[3] If the value of this contract exceeds $100,000, Service Provider agrees to comply with the labor regulations and standards of the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq., and shall include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

**3. Equal Employment Opportunity Clause.**[4] (a) During the performance of the Contract, the Service Provider agrees as follows:

[2] 2 CFR Part 200, Appendix II
[3] 2 CFR Part 200, Appendix II
[4] 41 C.F.R. 60-1.4(a)

(1) The Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identification or national origin. The Service Provider 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 identification 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 Service Provider 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.

(2) The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identification or national origin.

(3) The Service Provider will send to each labor union or representative of workers with which he 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 Service Provider'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.

(4) The Service Provider 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.

(5) The Service Provider 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.

(6) In the event of the Service Provider'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 Service Provider 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.

(7) The Service Provider will include the provisions of paragraphs (1) through (7) 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 subcontractor or vendor. The Service Provider 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

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such provisions including sanctions for noncompliance: Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

(b) Service Provider and its subcontractors shall include this equal opportunity clause in each of its nonexempt subcontracts.

**4. Limitations on Payments Made to Influence Certain Federal Financial Transactions (Applicable to contracts that exceed $100,000)**[5]

(a) Service Provider agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Service Provider further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

**5. Domestic preferences for procurements.**[6] In the performance of this Contract, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts. For purposes of this section:
1."Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[5] 2 CFR Appendix II to Part 200
[6] 2 CFR 200.322

**Exhibit 3**

**SERVICE PROVIDER INSURANCE DOCUMENTATION**

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