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HACLA

Build HOPE: Investing in People and Place

June 15, 2026

SUBJECT: Interpretation and Translation Services

Interested Parties:

The Housing Authority of the City of Los Angeles' ("HACLA") is seeking proposals from qualified and experienced firms ("Vendors") to provide Interpretation and Translation Services ("Services") for HACLA.

The scope of services and instructions for preparing proposals are contained in the Request for Proposal ("RFP"), which is available on the Regional Alliance Marketplace for Procurement ("RAMP") website at www.rampla.org, a service provided by the City of Los Angeles and the Los Angeles Business Council. RAMP access requires registration, which is free. **If you do not register at: www.rampla.org, you will not receive notification of any addenda that may be issued for this solicitation.**

Proposals must be received at: 2600 Wilshire Blvd., Los Angeles, CA 90057, no later than **11:00 a.m. Pacific Standard Time on July 13, 2026.** Proposals may be hand delivered by contacting the Contract Administrator listed below, who will coordinate the delivery with building security. Proposals may also be delivered by private express delivery service (UPS, FedEx, OnTrac, FastTrak or any other commercial carrier with real-time tracking and delivery) or the U.S. Postal Service.

If you have questions concerning this solicitation, please contact **Hadi Otaky**, Contracts Administrator at: (213) 817-2319 or by email at: **Hadi.Otaky@hacla.org**. Your interest and participation are greatly appreciated.

Sincerely,

Signed by:
A4D530D0FD904FA...

Suket Dayal,
Chief Administrative Officer

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HACLA

Housing Authority of the City of Los Angeles

HOUSING AUTHORITY
OF
THE CITY OF LOS ANGELES

2600 Wilshire Blvd.
Los Angeles, CA 90057

REQUEST FOR PORPOSALS FOR INTERPRETATION AND TRANSLATION SERVICES

IMPORTANT DATES

Issue Date:	**June 15, 2026**
Last Date for Written Questions:	**June 26, 2026, at 5:00 p.m. (PT)**
Proposals Due:	**July 13, 2026, at 11:00 a.m. (PT)**

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HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
REQUEST FOR PROPOSALS

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HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
REQUEST FOR PROPOSALS

I. INTRODUCTION

A. Profile

HACLA was established in 1938 by City of Los Angeles Resolution No. 1241 and has since grown to become one of the nation's largest and leading public housing authorities, providing the largest supply of quality affordable housing to residents of the City of Los Angeles. HACLA currently owns and manages a citywide portfolio of 9,405 housing units, administers monthly housing assistance payments for more than 58,000 families, and provides a wide range of programs and services.

HACLA's funds are derived from five main sources: HUD's annual operating subsidy, HUD's annual public housing Capital Fund, Section 8 rental subsidies, rents from HACLA's public housing units, and other public (federal and non-federal) and private sources. HACLA's annual budget exceeds $1 billion.

B. Purpose

The Housing Authority of the City of Los Angeles ("HACLA") issues this Request for Proposals ("RFP") to procure Interpretation and Translation Services to be provided on an as-needed basis, as described more fully in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference ("Services").

These Services are being procured using the procedures for competitive proposals authorized by HACLA's Procurement Policy. The procured Services will be paid using federal funding from the United States Department of Housing and Urban Development ("HUD").

HACLA intends to seat a qualified provider ("Service Provider"), operating under one-year contract with four one-year options, for a total contracting period of up to five years. Service Provider will be selected on the basis of best value to HACLA based on the relative score of the proposals as they are evaluated, rated and ranked in accordance with the technical and price factors specified in this RFP. The number of Service Providers selected will be determined based on the quality of the proposals and HACLA's business needs.

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II. GENERAL INFORMATION

A. Contract Administrator

The Contract Administrator for this Request for Proposals ("RFP") is **Hadi Otaky**. Questions concerning this RFP may be directed to **Hadi Otaky**, via email at: **hadi.otaky@hacla.org**.

No contact regarding this RFP is permitted between providers submitting proposals and members of the Evaluation Panel or HACLA staff after issuance of the RFP, with the exception of the Contract Administrator identified above. Any such contact may disqualify a business from further consideration. Requests for clarification are permitted provided such requests are made through the Contract Administrator.

B. General Qualifications

Providers are expected to have demonstrated experience, expertise and resources to provide Services. Proposals will be evaluated based on the factors set forth in Part III below.

C. General Instructions

1. Supplemental Instructions

The instructions set forth herein are in addition to and supplement the instructions set forth at Instructions to Offerors (Non-Construction) (HUD Form 5369-B), attached hereto as Exhibit I.

2. Minimum Acceptance Period

"Acceptance period" as used in this provision means the number of calendar days available to HACLA to award a contract, which is calculated commencing upon the day the proposal is due. HACLA requires a minimum acceptance period of a period of 120 days. Any proposal allowing less than HACLA's minimum acceptance period will be rejected.

3. Submission of Written Questions

Questions regarding this RFP **must** be submitted electronically (i.e., via email) and received by Hadi Otaky Contract Administrator, at hadi.otaky@hacla.org no later than **5 p.m. (PT) on June 26, 2026**. HACLA is not obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above. HACLA will only respond to questions that are relevant to the RFP and will result in greater clarity

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for all providers.

4. RFP Addenda

If it becomes necessary for HACLA to revise any part of this RFP, or to answer questions or provide clarification or additional information after this RFP is released, a written addendum will be posted to RAMP at **www.rampla.org**. As previously indicated, access to RAMP requires registration, which is free.

If addenda are issued, provider transmittal letters must include a statement acknowledging receipt of the addenda.

All addenda issued become part of this RFP. Providers may ascertain whether any addenda have issued by reviewing this RFP listing at **www.rampla.org**. It is the responsibility of providers to determine whether any addenda have been issued.

5. Submittal Instructions

Proposals must be received at HACLA's business office at 2600 Wilshire Boulevard, Los Angeles no later than 11:00 a.m. PST on July 13, 2026.

All proposals shall be enclosed in a sealed package marked with the words "**Proposal Responding to RFP No. HA-2026-41; Do Not Open Until 11:00 a.m. on July 13, 2026**."

Please submit one readable CD-ROM disk or USB flash drive of the proposal. Providers are responsible for ensuring disks or drives are readable. HACLA, at its sole discretion, may reject proposals submitted with unreadable disks or drives as non-responsive.

Proposals may be hand delivered at 2600 Wilshire Boulevard **(entrance is through the building's subterranean parking structure accessible from Rampart Blvd)**. Please contact the Contract Administrator identified herein, who will coordinate the receipt of the proposal. Please note HACLA does not provide parking. Limited street and private parking are available within a few minutes' walk of the parking structure entrance.

6. Receipt of Proposals

Proposals will be accepted until the submission deadline identified above. Proposals received by mail will be stamped with the date and time when HACLA mail is generally opened. Proposals that are hand delivered by proposers and couriers will be stamped with the date and time received by the Receptionist posted in the lobby of HACLA's General Business Office.

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HACLA will not be responsible for, nor accept as a valid excuse for late bid delivery, any delay in mail service or other delivery method. **HACLA does not accept the submittal of proposals through email or other electronic methods.**

7. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by providers in: (i) preparing its proposal in response to this RFP; (ii) submitting that proposal to HACLA; (iii) negotiating with HACLA any matter related to this RFP, including a possible contract; or (iv) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. HACLA will not, under any circumstance, be liable for any pre-contractual expenses incurred by providers, and providers shall not include any such expenses as part of their proposals.

8. Subcontracting

Providers are required to identify all proposed subcontractors on the List of Subcontractors attached hereto as Exhibit D.

9. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit HACLA to award a contract. HACLA expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to waive any irregularities or informalities in the offers received, to negotiate with providers, or to cancel all or part of this RFP.

10. Joint Offers Not Accepted

Where two or more providers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. HACLA intends to contract with a single business and not with multiple providers doing business as a joint venture.

11. Proposed Contract

The Service Providers selected for contract award through this RFP will be required to enter into a written contract with HACLA. The contract attached hereto as Exhibit J is the agreement proposed for execution (the “Proposed Contract”). The Proposed Contract will be modified to incorporate the necessary elements of the successful contractor’s proposal, including provider's offer or the outcome of contract negotiations, if any, and to incorporate other pertinent contract terms and conditions including those required to comply with applicable

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Federal and/or State laws and regulations.

Any exceptions or deviations from the requirements set forth in the Proposed Contract must be declared in the proposal at the time of submittal. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations."

12. Protests

Protests must be in writing and delivered electronically (i.e., via email) or by mail to the attention of the Contract Administrator in accordance with HACLA's Procedures for Competitive Solicitation Protests ("Protest Procedures"). The Protest Procedures may be reviewed at www.hacla.org/forms.

13. Notice Regarding Disclosure of Proposal Contents

All proposals received by HACLA will become the property of HACLA and 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 proposals are subject to public inspection and/or copying except as provided herein. Exception is made for providers' submitted Service Provider Responsibility Questionnare, which is marked as "Confidential." HACLA's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 7922.000.

14. Insurance Requirements

The insurance coverages and amounts required for these 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) (X) Premises and Operations (X) Contractual Liability, Oral and Written per form CG000-1 as an insured contract (X) Independent Contractors (X) Products/Completed Operations (X) Property Damage Incl. Completed Operations	$1,000,000

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(X) Fire Legal Liability	
Automobile Liability (Evidence of insurance in the form of ACORD listing HACLA as a certificate holder) (X) Owned Automobiles (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 coverages 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.

15. Vendor and SAM Registrations

All providers submitting proposals shall complete vendor registration on Oracle iSupplier at www.hacla.org/becomeavendor. Providers who are already registered vendors shall review and update their accounts for accuracy at iSupplier.

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

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

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All proposers submitting proposals must complete vendor registration on HACLA's Oracle iSupplier site at www.hacla.org/becomeavendor. Bidders who are already registered vendors with HACLA shall review and update their iSupplier account information as needed

16. Workforce Profile

All providers submitting proposals shall submit a completed Contractor Workforce Profile (Exhibit E), which provides information concerning the race and ethnic designations of each permanent, full-time (eight hours or more per day) employee employed by the business. The race and ethnic designations are those used by the Equal Employment Opportunity Commission.

17. Disclosure of Lobbying Activities

All providers shall submit a completed Certification of Payments to Influence Federal Transactions (HUD Form 50071), which is attached hereto as Exhibit H. Additionally, any provider who has made payments to an individual to influence or attempt to influence an officer or member of any Federal agency, a Member of Congress, or an employee of a Member of Congress in connection with a covered federal action shall submit to HACLA a completed Disclosure of Lobbying Activities (form SF LLL) along with their proposal. (See 31 U.S.C. 1352) A copy of the form SF LLL (including instructions) is published at HACLA's Forms, Documents and Policies page at www.hacla.org/forms.

18. Information About Other Procurement Opportunities

You can obtain information about other procurement opportunities by visiting HACLA's website at www.hacla.org/en/contracts-and-procurement/open-solicitations, 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.

19. 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.

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20. 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"). 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/.

21. Confidentiality

All 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.

III. PROPOSAL FORMAT AND CONTENT

A. Presentation

Proposals should be submitted in electronic form (8-1/2" x 11" page size format). Proposals should not include any unnecessarily elaborate or promotional material. See the Submittal Instructions in the prior section for other presentation requirements.

B. Proposal Content

1. Transmittal Letter/Introduction

A letter of transmittal or introduction addressed to the Contract Administrator and signed by a person authorized to bind the business to the terms of the proposal must accompany the proposal. The letter must, at a minimum, contain the following:

(a) The name of the business, and its mailing address and telephone number;

(b) The name, title and contact information (email address and telephone number) for the provider's primary contact person;

(c) A statement to the effect that the proposal will remain valid for a period of not less than 120 days from the due date for proposals (see Minimum Acceptance Period above);

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(d) A statement that the business is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency; and

(e) If applicable, a statement acknowledging receipt of any addenda issued for this RFP.

2. Table of Contents

Proposals must include a complete table of contents for material included in the proposal. The Table of Contents should appear immediately following the Transmittal Letter/Introduction.

3. Qualifications (30 pts)

Overview: HACLA awards Contracts only to responsible prospective Service Providers who are qualified to perform the Contract and are in good standing with HACLA, and where required, in good standing with the California Secretary of State's Office. A responsible Service Provider is one who meets the following standards: (i) a satisfactory record of business integrity and has demonstrated the attribute of trustworthiness; (ii) adequate financial resources, or the ability to obtain such resources as required during performance of the contract; (iii) able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments; (iv) has a satisfactory record of performance; (v) is otherwise qualified and eligible to receive an award under applicable laws and regulations; (vi) has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them; and (vii) has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them. Service Provider responsibility is evaluated by examination of a variety of resources, including but not limited to Service Provider's proposal, responses to the Service Provider Responsibility Questionnaire attached as Exhibit C and vendor 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.

Please furnish the following information regarding the business:

(a) Identify the number and location of offices, principal lines of business, number of employees, and days/hours of operation. Disclose any conditions (e.g., pending litigation or settlements, planned office closures, impending merger, etc.) that may affect the business's ability to perform under the Contract.

(b) Describe the business's most noteworthy qualifications for providing the required services to HACLA. Describe previous experience performing work that is similar in nature and scope to the subject Services, including previous or ongoing work performed

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for HACLA or other public agencies. Specifically highlight qualifications that distinguish the business from other businesses that provide similar services.

(c) Provide references from at least 3 relevant business clients (preferably other public housing authorities and other public agencies) to which the business is currently providing services. Include agency and/or company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that HACLA can contact as references.

The Qualifications information should be attached behind the Table of Contents tab.

4. Proposed Staffing (20 pts)

Overview: This section informs HACLA of the provider's staffing.

Furnish the following information for the business:

(a) Identify the Key Personnel within the business who would be assigned to provide Services to HACLA. Furnish (as part of the Appendices) brief resumes (not more than two pages long) for each such person, and, if the business has multiple locations, identify his/her primary assigned location.

(b) Designate a Project Manager/Account Manager who would provide day-to-day direction of the contracted Services and become HACLA's primary contact person.

The Proposed Staffing information should be attached behind the Qualifications tab.

5. Work Plan/Technical Approach/ Methodology (20 pts)

Overview: This section establishes the provider's understanding of HACLA's objectives and requirements, demonstrates the provider's ability to meet those requirements, and outlines, clearly and concisely, provider's plan for accomplishing the specified work.

Furnish the following information for both the provider and any subcontractors included in the offer:

(a) Describe, as succinctly as possible, how the business would accomplish the subject Services and satisfy HACLA's objectives described in this RFP. If appropriate, divide the project into segments or tasks to represent milestones for measuring

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progress.

(b) Describe the information, documents, staff assistance, facilities or other resources the business would require from HACLA to complete the project, and declare any other critical assumptions upon which the proposal is based.

(c) Furnish a schedule projecting the completion of the required work. Express elapsed time in terms of weeks. Cover the entire project period (from the start of the Services through project completion) and include the attainment of each milestone or completion of each task.

6. Price (20 pts)

Overview: This section discloses provider's price(s) to perform the Services as well as its price(s) for additional Services, and conditions that may result in an increase in prices during the contract term. 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.

(a) Using the Proposal Price form attached as Exhibit B, provide a detailed fee schedule for completing the tasks described in the Work Plan/Technical Approach/Methodology section of the proposal.

(b) Using the Proposal Price form, furnish a schedule of rates for additional services (i.e., work determined by HACLA to be necessary for the proper completion of the Services, but which is not included in the Scope of Services).

(c) Using the Proposal Price form, declare any conditions that may result in an increase in prices during the contract term.

7. HUD Act of 1968 (Section 3) Applicability and Compliance (10 pts)

Overview: Section 3 of the Housing and Urban Development Act of 1968[1] ("Section 3") provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the

[1] Section 3 is codified at 12 U.S.C. 1701u, as amended, and implemented at 24 CFR Part 75.

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Federal assistance is spent.

8. Diversity Outreach Requirements (0 points)

Overview: HACLA, [consistent with 2 CFR 200.231], encourages that all feasible efforts shall be made to promote that small and minority-owned businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered and as set forth below:

a) Including such firms, when qualified, on mailing lists;
b) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
d) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f) Encouraging prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

The procurement that is the subject of this solicitation ("project") will be funded using federal **Public Housing Financial Assistance** and is subject to Section 3 regulations and HACLA's Section 3 Policy and Compliance Plan. As such, this solicitation and the resulting contract award will be required to comply with Section 3 regulations and HACLA's Section 3 Policy and Compliance Plan, which is available for viewing at www.hacla.org/section3.

Participating firms must complete and submit with their proposals the Section 3 Economic Opportunity Plan (EOP) and Section 3 Business Concern Self-Certification forms included at Exhibit F. ***Subcontractors employed on the project must also complete these Section 3 forms, if feasible, and those completed forms must be included with your proposal. Failure to complete all information and/or submit all pages of the EOP may result in a finding that your proposal is non-responsive.*** Contract awardees will be required to provide reports documenting the firm's efforts to comply with the requirements of Section 3 and HACLA's Section 3 Policy and Compliance Plan, including hiring Section 3 Workers/Targeted Section 3 Workers, contracting/subcontracting with Section 3 Business Concerns and meeting the labor hour benchmarks. A copy of the firm's completed Section 3 package and commitments will be included in the contract.

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9. Exceptions and Deviations

This portion of the proposal may be utilized by Providers to declare and thoroughly explain any proposed exceptions to or deviations from the requirements set forth in this RFP, including any exceptions or deviations from the terms and conditions contained in the Proposed Contract.

10. Appendices

The Appendices portion of the proposal should contain all of the following:

(a) Resumes for all Key Personnel identified in the Proposed Staffing section.

(b) Proof of insurance. See Insurance Requirements section above for coverage details.

(c) Any additional information the provider deems essential to a proper evaluation of the proposal, which is not included in any of the foregoing sections. Providers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief.

IV. PROPOSAL EVALUATION AND CONTRACT AWARD

A. Evaluation Panel

An Evaluation Panel with expertise on the subject matter will be responsible for reviewing, analyzing and evaluating proposals received and may also conduct contract negotiations with the highest rated provider(s) and perform other tasks related to this RFP. The Panel is responsible for recommending to the Board of Commissioners the providers whose proposals are the most advantageous to HACLA, with price and other factors considered. Panelists serve without compensation.

B. Evaluation Criteria

By use of numerical and narrative scoring techniques, proposals will be evaluated by the Evaluation Panel against the evaluation criterion included herein:

1. Qualifications **(30 pts)**
2. Proposed Staffing **(20 pts)**
3. Work Plan/Technical Approach/ Methodology **(20 pts)**
4. Price (based on all Billing Rates) **(20 pts)**
5. Section 3 **(10 pts)**

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Upon selection of the most qualified providers, HACLA may require the finalists to make an oral presentation to the Evaluation Panel to further explain their proposals. If such interviews are conducted, HACLA's appraisals of the presentations will also be factored into the final scores assigned the proposals. However, providers are advised that award may be made without interviews or further discussion.

C. Negotiations

Negotiations are exchanges between HACLA and providers that are undertaken with the intent of allowing providers whose proposals have a reasonable chance of being selected for award to revise and/or clarify their proposals. Negotiations are generally conducted as panel interviews. Negotiations will be conducted unless the Evaluation Panel is able to identify the proposal (or proposals if multiple proposals will be selected) that offers the best value to HACLA based on the relative score of the proposals as they are evaluated, rated and ranked in accordance with the technical and price factors specified in this RFP.

If negotiations are conducted, the scope and extent of those negotiations are a matter of HACLA's judgment. During negotiations, providers will be treated fairly and equally. No provider will be given any information about any other provider's proposal, and no provider will be assisted in bringing its proposal up to the level of any other proposal.

HACLA will invite all providers in the competitive range to make any changes they wish in their technical proposal and pricing and submit their best and final offers ("BAFOs"). BAFOs will be evaluated in essentially the same manner as the initial offers. At his/her discretion, the Contracting Officer may have the entire Evaluation Panel or only a subset of the Panel evaluate the BAFOs. In either case, the Contracting Officer will ensure that a full evaluation is conducted sufficient to support the award decision that is most advantageous to HACLA based upon the cost or price and other factors specified in this RFP. A common deadline will be established for the receipt of BAFOs.

BAFOs are usually requested only once in a procurement. However, in exceptional circumstances, the Contracting Officer may determine that it is in HACLA's best interest to conduct another round of negotiations and request a second BAFO. In such cases, the Evaluation Panel may also re-determine the competitive range based upon the BAFOs. In that case, only those providers remaining in the competitive range will be asked to submit an additional BAFO.

D. Contract Award

HACLA intends to award multiple contracts as the result of this RFP. Contracts will be awarded to the top qualified providers based on Best Value, which is generally defined by HACLA's Procurement Policy as offering the most advantageous value to HACLA. Contracts valued in excess of $350,000 are required to be approved by HACLA's Board of Commissioners at a

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noticed, public meeting.

V. EXHIBITS LIST

The exhibits listed below are attached and are incorporated herein by this reference. Exhibits marked in **bold** with a bracket (**[ ]**) must be submitted with the proposal, if applicable.

A Scope of Services
[B] Proposal Price/Cost Form
[C] Service Provider Responsibility Questionnaire
[D] List of Subcontractors (submit only if subcontractors will be utilized)
[E] Workforce Profile
[F] Section 3 Economic Opportunity Plan (EOP) and Section 3 Business Concern Self-Certification forms
[G] Declaration of Compliance with Vendor Diversity Outreach Requirements
[H] Certification of Payments to Influence Federal Transactions (HUD Form 50071)
I Instructions to Offerors (Non-Construction) (HUD Form 5369-B)
J Proposed Contract (in draft form)

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Exhibit A

SCOPE OF SERVICES

I. INTRODUCTION

The Housing Authority of the City of Los Angeles ("HACLA") requires interpretation and translation services to be available 24 hours a day, seven (7) days per week on an as-needed basis. The services will be provided at HACLA's: (1) commercial buildings; (2) public housing; and (3) other developments locations on an as-needed basis, within Los Angeles County. See attached list of commercial buildings and public housing development locations.

"Translation as used herein means conversion of written material from one language to another.

"Interpretation" as used herein, means conversion of oral communication from one language to another

"Services" as used herein includes both Translation and Interpretation Services

Service Provider must be able to provide translation and interpretation services for the following languages: Spanish, Armenian, Arabic, Khmer (Cambodian), Cantonese, Korean, Russian, Vietnamese, Tagalog, Thai, Mandarin, Farsi, Indonesian, Malay and American Sign Language (ASL).

II. SERVICE REQUIREMENTS

A. Prior to commencement of Services, the Service Provider shall submit to HACLA a list of all interpreters and translators who would be providing services to HACLA and shall provide HACLA with an updated list whenever new interpreters or translators are added or removed.

B. Public setting interpretations usually take place among public housing residents and other community members and may, at times, become contentious or emotional. Interpreters are expected to handle such situations in a calm and professional manner.

C. The Service Provider's assigned personnel shall arrive at the sight of the assigned meetings (i.e., "meeting") at least thirty (30) minutes prior to the start of the activity for which Interpreting services have been requested

D. HACLA shall be entitled to a twenty percent (20%) discount on the cost of services when an interpreter arrives ten (10) or more minutes after the start of the meeting.

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E. The Service Provider's assigned interpreter shall remain at the meeting for at least thirty (3) minutes after the meeting's scheduled commencement time to determine whether Interpretation services are required. If after thirty (30) minutes, Interpretation services are not needed due to the failure of participants to arrive, or because participants do not need such services, the meeting will be deemed a "no-show", and the assigned interpreter is released to leave the meeting.

F. The Service Provider shall email and/or phone a report to HACLA' designated contact person if Service Provider's assigned interpreter fails to appear or is late to a meeting, or if something unusual occurs at a meeting.

G. The Service Provider shall immediately or as soon as possible inform HACLA's designated contact person by email and/or phone if the Service Provider is unable to timely provide requested services.

H. The Service Provider shall properly layout and format all translated documents at no additional charge to HACLA.

I. The Service Provider shall provide electronic files of all requested Translations in the format requested by HACLA's designated contact person. Formats used by HACLA include, but are not limited to, Microsoft Office applications and Adobe.

J. HACLA shall be entitled to a fifty percent (50%) discount on the cost of services not delivered within the contracted delivery date.

K. The names of subcontractors approved to provide Interpretation or Translation services will be included in the Contract. Service Provider shall not subcontract any services to any other persons or entities without HACLA's prior written consent. HACLA reserves the right to review the qualifications of proposed subcontractors. Service Provider agrees to provide HACLA upon its request, proof of accreditation and other information regarding subcontractor qualifications.

L. The Service Provider shall be responsible for any fees and costs not identified in the contract's Fee Schedule, including, but not limited to, fees for parking, mileage reimbursement, etc.

M. The Service Provider shall bill for services based on the source language (typically English) to the target language.

N. HACLA will provide translation equipment needed for simultaneous interpretations at meetings, depending on availability. Service Provider agrees to provide translation equipment upon receipt of HACLA's advance notice requesting the same. Assigned

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interpreters shall be familiar with HACLA's and Service Provider's equipment and shall be responsible for ensuring attendees are properly set up with the necessary equipment.

O. The Service Provider shall ensure interpreters are familiar with, and able to participate in, video platforms used for virtual meetings, including, but not limited to, Zoom and Microsoft Teams.

P. Optimal Time Frame for Translation Services. As referenced below, "Document Size" is based on English Word Count; "Turn-around Time" includes weekends but excludes holidays.

Document Size (English Word Count)	Standard Delivery	Rush Delivery
Under 350 words	1 days	Same Day Close of Business
351-2,000	2-4 days	Same Day Close of Business
2,001-5,000	5-6 days	1 Day
5,001-10,000	7-8 days	1-2 Days
More than 10,001	Negotiable	Negotiable

III. HACLA's Responsibilities

A. HACLA will provide the Service Provider with at least 24-hour advance notice of the need for interpretation services. Notice will be provided by email or phone.

B. HACLA will provide the Service Provider with 24-hour advance notice of canceled meetings for which interpretation services have been requested. Notice will be provided by email or phone. HACLA agrees to pay 100% of the agreed upon translation fee when HACLA cancels an assignment with less than 24-hour notice.

C. When available, HACLA will provide necessary equipment needed for simultaneous interpretations at meetings.

D. HACLA will provide electronic versions of written materials requiring translation, except where an electronic version is not available, in which case a hard copy of the material will be provided instead.

IV. LIST OF LOCATIONS

This list is not intended to be a complete listing of all locations that HACLA may require Services, nor does HACLA guarantee that it will require the Service Provider to provide Services at all such locations for the duration of the Contract. HACLA retains the right to order Services for other

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locations not listed.

Commercial Buildings:	Address:
HACLA - Main Office	2600 Wilshire Blvd., Los Angeles, CA 90057
HACLA - Section 8 Valley Office	6946 Van Nuys Blvd., Van Nuys CA 91405
HACLA - Section 8 South Office	19600 Hamilton Ave, Torrance, CA 90502

Public Housing Sites:	Address:
Avalon Gardens	701 E 88th Place, Los Angeles, CA 90002
Estrada Courts	3232 Estrada St, Los Angeles, CA 90023
Gonzaque Village	1515 105 St, Los Angeles, CA 90002
Imperial Courts	11541 Croesus St, Los Angeles, CA 90059
Jordan Downs	9800 Grape St, Los Angeles, CA 90002
Mar Vista Gardens	1965 Allin Street, Culver City, CA 90230
Nickerson Gardens	1590 E 114th Street, Los Angeles, CA 90059
Pico and Las Casitas	1526 E 4th St, Los Angeles CA 90033
Pueblo Del Rio	1801 E 53rd St, Los Angeles, CA 90058
Pueblo Del Sol	1201 Gabriel Garcia Marquez, Los Angeles, CA 90033
Ramona Gardens	2830 Lancaster Ave., Los Angeles, CA 90033
Rancho San Pedro	275 W 1 St, Los Angeles, CA 90731
Rose Hills Courts	4466 Florizel St, Los Angeles, CA 90032
San Fernando Gardens	10995 Lehigh Street, Pacoima, CA 91331
William Meads Homes	1300 N. Cardinal St, Los Angeles, CA 90012

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SPECIAL CONDITIONS FOR THE PROTECTION OF INFORMATION

The following conditions are imposed for the protection of information that will be collected, stored and/or disseminated by Service Provider and its employees, agents and subcontractors in the performance of the Services.

A. Defined Terms

1. Personally Identifiable Information (PII). For purposes of this Contract, "Personally Identifiable Information" or "PII" means any information collected, stored and/or disseminated in the performance of the Contract that permits the identity of an individual to be directly or indirectly inferred, including (i) 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 (ii) 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, such as full name, maiden name, mother's maiden name, or alias
- 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
- Address information, such as street address or email address
- Personal characteristics, including photographic images (especially of face or other identifying characteristic)

2. "Sensitive Information" means any information (not including PII) the loss, misuse, or unauthorized access to or modification of which could adversely affect the interest or the conduct of HACLA's programs, or the privacy to which individuals are entitled under state and federal privacy laws and regulations.

B. Mitigation of Risks

Service Provider is required to take all reasonable and prudent business measures to mitigate the risks of loss, misuse, or unauthorized access to or modification of PII and Sensitive Information that is collected, stored and/or disseminated by its employees, agents and subcontractors in the performance of the Services. Service Provider specifically agrees to comply with all of the following:

1. PII and Sensitive Information shall be collected, maintained and disseminated in a manner that protects the confidentiality of the information and prevents unauthorized persons from retrieving such information by computer, remote terminal or any other means.

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2. PII and Sensitive Information shall only be downloaded to, or maintained on, mobile or portable devices if the data is encrypted or secured in another equally effective manner to prevent unauthorized use or access.

3. Access to PII and Sensitive Information shall be restricted to only those employees, agents and subcontractors who need such access to perform official duties in connection with delivery of the Services to be provided hereunder. Employees, agents and subcontractors who have access to PII and Sensitive Information shall (i) be informed of the confidential nature of such information and of the safeguards required to protect such information, and (ii) acknowledge their understanding of the confidential nature of PII and Sensitive Information, and the requirements with which they are required to comply when collecting, storing and/or disseminating PII and Sensitive Information.

4. PII and Sensitive Information provided by HACLA or any persons shall not be extracted or used for any purposes other than those authorized under this Contract.

5. When not in use, records containing PII and Sensitive Information shall be stored in a manner that safeguards the records from loss, misuse, unauthorized access or modification.

6. Service Provider shall immediately notify HACLA upon learning of the loss, misuse, unauthorized use or modification, or possible compromise of PII and/or Sensitive Information.

7. PII and Sensitive Information shall be retained only for the period of time required to use it for the purposes stated in this Contract and any applicable retention periods. Thereafter, unless otherwise directed by HACLA, all PII and Sensitive Information maintained by Service Provider electronically, in hardcopy or otherwise, shall be destroyed using appropriate destruction methods.

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Exhibit B

PROPOSAL PRICE FORM

THE PROPOSAL PRICE FORM HAS BEEN UPLOADED TO RAMP AS AN EXCEL SPREADSHEET. A COMPLETED COPY OF THE PROPOSAL PRICE FORM MUST BE SUBMITTED WITH THE PROPOSAL PACKAGE

TERMS OF OFFER

The undersigned proposes and agrees to furnish the Services at the price(s) listed herein. This proposal is valid for the Minimum Acceptance Period set forth in the RFP.

Name of Business: _____

By: _____ Title _____
Must be signed by an individual who is authorized to bind the business

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Exhibit C

SERVICE PROVIDER RESPONSIBILITY QUESTIONNAIRE

Name of Firm: _____

All proposers submitting proposals must include this completed Questionnaire.

Use: This Service Provider Responsibility Questionnaire form will be used to evaluate Provider strength, stability and integrity as a business concern.

Instructions: Complete all questions, sign and return this Questionnaire with your proposal.

Confidential: HACLA's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 7922.000.

CONFIDENTIAL

1. How many years has your business been in business in California under its present business name and license number?

_____ Years

2. At any time in the last five years, has your business or any of your firm's owners, officers or partners been in bankruptcy?

☐ Yes ☐ No

3. Is your business currently a debtor in a bankruptcy case?

☐ Yes ☐ No

4. At any time in the last five years, has your firm, or any business with which any of your firm's owners, officers or partners was associated as an owner, partner or officer, been debarred, disqualified, removed or otherwise prevented from bidding on, or competing for, any government agency contract for any reason?

☐ Yes ☐ No

5. At any time in the last five years, has your business been denied a contract award by a public agency based on a finding that your business was not a responsible bidder/proposer?

☐ Yes ☐ No

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6. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

7. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a state or federal crime involving the awarding of a government contract or the bidding/proposing or performance of a government contract?

☐ Yes ☐ No

8. Has your business or any of its owners, officers or partners ever been convicted of a state or federal crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

By: _____ Title: _____
(print/type name)

Signature: _____

This Responsibility Questionnaire must be signed by the same person who signed the Proposal Price Form

CONFIDENTIAL

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Exhibit D

LIST OF SUBCONTRACTORS

Contractor certifies that it has investigated the eligibility of each Subcontractor listed below and has determined 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.

Company Name: _____

Business Information	Trade/Business
[1]Name: _____ Address: _____ City/State: _____ Contact Name: _____ Contact Phone Number: _____ Contact Email: _____ ☐ check this box if subcontractor qualifies as Section 3 Business	
[2]Name: _____ Address: _____ City/State: _____ Contact Name: _____ Contact Phone Number: _____ Contact Email: _____ ☐ check this box if subcontractor qualifies as Section 3 Business	

(Submit additional forms as needed) (Submit additional forms as needed)

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Exhibit E

WORKFORCE PROFILE

(attached)

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CONTRACTOR WORKFORCE PROFILE

Please insert the information requested below for each permanent, full-time (eight hours or more per day) employee employed by the business.

OCCUPATION	MALE EMPLOYEES							FEMALE EMPLOYEES						
	Hispanic or Latino	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	Amer. Indian or Alaska Native	Two or More Races/Race Unknown	Hispanic or Latino	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	Amer. Indian or Alaska Native	Two or More Races/Race Unknown
Exec/Senior Mgrs														
First/Mid-Lvl Mrgs														
Professionals														
Technicians														
Sales Workers														
Admin Support														
Craft Workers														
Operatives														
Laborers & Helpers														
Service Workers														
Totals														

Race and ethnic designations are those used by the Equal Employment Opportunity Commission, and do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

White (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Asian (Not Hispanic or Latino) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian or Alaska Native (Not Hispanic or Latino) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Two or More Races (Not Hispanic or Latino) - All persons who identify with more than one of the above six races.

Name of Business: _____ Total All Employees: _____

Total Male Employees: _____ Total Female Employees: _____

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Exhibit F

SECTION 3 DOCUMENTATION

(Complete and submit if marked applicable)

For a fillable PDF version, see Section 3 Exhibit – PH Funding at www.hacla.org/forms

Attached:
Form 1: SECTION 3 ECONOMIC OPPORTUNITY PLAN
Form 2: SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION

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HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
SECTION 3 ECONOMIC OPPORTUNITY PLAN
Section 3 Regulation (24 CFR Part 75)

Section 3 of the Housing and Urban Development Act of 1968[1] ("Section 3") provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

This solicitation and the resulting contract award is subject to compliance with Section 3 regulations pursuant to Public Housing Financial Assistance guidelines and/or HACLA's Section 3 Policy and Compliance Plan, which is available for viewing at **www.hacla.org/section3**. **HACLA places a particular importance on creating new job opportunities for Section 3 Workers and Targeted Section 3 Workers, including, providing them sufficient labor hours on the project. Awarded vendor will be required to meet or exceed the 25% and 5% labor hour benchmark, 30% new hire benchmark and any other commitments made herein or as imposed in the contract.**

As a participating Bidder/Proposer, please answer the questions and provide the requested information on the pages that follow and sign where indicated. ***Subcontractors employed on the project must also complete these Section 3 forms, if feasible. Include your completed Section 3 forms, and the completed forms for each of your subcontractors with your bid/proposal. Failure to complete all information and/or submit all pages may result in a finding that your bid/proposal is non-responsive.***

If awarded a contract, you will be required to provide reports documenting your efforts to comply with the requirements of Section 3 and HACLA's Section 3 Policy and Compliance Plan, including hiring Section 3 Workers/Targeted Section 3 Workers and meeting the labor hour benchmarks (regardless of your hiring commitment or achievements). A copy of your completed Section 3 package will be included in the contract.

General questions and assistance in completing Section 3 forms can be directed to section3@hacla.org. Refer to the end of this document for definitions and guidance in completing this form.

HACLA IFB /RFP #: _____ Bid Amount: $_____

PROJECT TITLE: _____

_____	_____
Name of Contractor/Service Provider	Contact Name and Title
_____	_____
Services Provided	Business Certifications[2]
_____	_____
Address	City/State/Zip Code
_____	_____
Phone	Email

[1] Section 3 is codified at 12 U.S.C. 1701u, as amended, and implemented at 24 CFR Part 75.
[2] Business certifications include Section 3, MBE/WBE/SBE

Bidder/Proposer Name: _____

1. **Does your Business qualify as a Section 3 Business Concern?** YES ☐ NO ☐
   See page 5, Section 3 Business Certification form for qualifying criteria.

2. **Will you be using any subcontractors on this project?** YES ☐ NO ☐
   Each listed subcontractor should also submit the EOP form with bids/proposals. All subcontractors (materials-only exempt) are subject to the Section 3 requirements, and it is the prime's responsibility to include the Section 3 Clause in their subcontracts and monitor them for compliance.

Subcontractor Name	Trade	Subcontract Dollar Value	Business Certification

3. **WORKFORCE:**

   Total Number of Workers and Labor Hours needed to complete the project:

Job Title / Classification	Total Estimated Labor Hours Needed to Complete the Work	Current Workforce #	Expected New Hires #

4. **If awarded a contract, how many Section 3 Workers and/or Targeted Section 3 Workers do you commit to hire? (minimum 30% new hire benchmark requirement)**

Job Classification/ Position	# of New Positions you commit to hire Section 3 and/or Targeted Section 3 Workers	Notes

Bidder/Proposer Name: _____

5. **Please indicate the qualitative efforts you can engage in to provide Section 3 Workers and/or Targeted Section 3 Workers other economic opportunities, especially if you are not able to meet new hire requirements and/or HUD labor hour benchmarks:**

☐ Provide training or apprenticeship opportunities (24 CFR Part 75.15 (b) (2)). Specify:

_____

☐ Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training (24 CFR Part 75.15 (b) (7)). Specify:

_____

☐ Provide Section 3 Workers financial literacy training and/or coaching (24 CFR Part 75.15 (b)(8)). Specify:

_____

☐ Provide other qualitative efforts consistent with 24 CFR Part 75.15 (b) (1-14) as noted below. Specify:

_____

6. **Labor Hour Benchmarks and Good Faith Efforts**

Regardless of hiring or other economic opportunity commitments made in Parts 4 and 5 of this document, the bidder/proposer understands that it also needs to make good faith efforts to achieve the labor hour benchmarks established by HUD pursuant to 24 CFR Part 75.13 and report such labor hours pursuant to 24 CFR Part 75.15.

For purposes of Section 3, good faith efforts include, but are not limited to:

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

Bidder/Proposer Name: _____

Additional Notes/Comments

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Please sign below to acknowledge the following:

- *You have read and understood the Section 3 requirements set forth herein.*
- *If awarded a contract, you intend to comply with all applicable requirements and satisfy Section 3 benchmarks and your expressed commitments.*
- *You understand that if awarded a contract you may be held in material default of the contract if you fail to comply with your expressed commitments.*
- ***You understand that if awarded a contract, your business is required to submit compliance reports, worker certification forms, payroll or time and attendance records and documentation evidencing your efforts to satisfy Section 3 labor hour benchmarks and your expressed new hire or other commitments**.*

Name: _____ Signature: _____

Title: _____ Date: _____

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Bidder/Proposer Name: _____

SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

(24 CFR PART 75)

Business Name	Address / City / State /Zip Code	Services Provided / Trade
Point of Contact / Title	**Telephone**	**E-mail**

Does your business qualify as a "Section 3 Business" as that term is defined in 24 CFR Part 75.5?

☐ **YES** ☐ **NO**

If yes, check the boxes below under which subcategory you qualify.

Your business qualifies as a **Section 3 Business Concern** if you can document that the business satisfied at least one of the following criteria within the last six-month period:

i. ☐ The business is at least 51 percent owned and controlled by low- or very low-income persons (qualifying income of maximum $93,300 for FY 2026);

ii. ☐ More than 75 percent of the labor hours performed for the business over the prior three-month period was performed by Section 3 Workers (see page 2 for definition of "Section 3 Worker" or refer to www.hacla.org/section3); or

iii. ☐ The business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Does your business qualify as one of the following?

☐ Minority Owned Business: ☐ Black American ☐ Hispanic American ☐ Native American
(If checked this box, specify) ☐ Asian/Pacific Americans ☐ Other: _____

☐ Small Business Enterprise ☐ Women Owned Business ☐ Labor Surplus Area

By submitting this form, I certify to the truthfulness of the statements and information contained herein. I understand that providing false information is grounds for termination of Section 3 certification. I further understand that qualifying as a Section 3 Business Concern or being listed on HACLA's Section 3 Business Registry database does not entitle the business to preference for contract award.

_____ _____ _____

Signature Name and Title Date

Bidder/Proposer Name: _____

DEFINITIONS

A Section 3 Worker means any worker who currently qualifies or when hired within the last five years qualified in ***at least one*** of the following categories:

a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (includes residents of public housing);
b. The worker is employed by a Section 3 business concern; or
c. The worker is a YouthBuild participant.

A Targeted Section 3 worker for **Public Housing Financial Assistance** projects like this, means a Section 3 worker who is:

a. A worker employed by a Section 3 business concern; or
b. A worker who currently qualifies or when hired within the last five years qualified in ***at least one*** of the following categories:

   (i) The worker is a resident of public housing or Section 8-assisted housing;
   (ii) The worker is a resident of another project managed by HACLA; or
   (iii) A YouthBuild participant.

A Section 3 Business Concern means a business concern that satisfies ***at least one*** of the following criteria within the last six-month period:
a. The business is at least 51 percent owned and controlled by low- or very low-income persons;
b. Over 75 percent of the labor hours performed for the business over the prior three-month period has been performed by Section 3 workers; or
c. The business is at least 51 percent owned and controlled by residents who currently live in public housing or Section 8-assisted housing.

HUD INCOME LIMITS

Federal low- and very low-income limits are determined annually by HUD and are published at https://www.huduser.gov/portal/datasets/il.html

Income Eligibility Guideline: FY 2026 Los Angeles County HUD Income Limits

Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area

Low (80%) Income Limit	No more than $93,300

Bidder/Proposer Name: _____

HIRING PRIORITIES (PH Projects)
Employment and training opportunities created for this project shall be given to Section 3 Workers in the following order of priority:

P1: To residents of HACLA's public housing project where the work is performed;
P2: To residents of other projects managed by HACLA;
P3: To participants in YouthBuild programs; and
P4: To low- and very low-income persons residing within the Los Angeles metropolitan area.

LABOR HOUR BENCHMARK GOALS

- **25 percent** or more of the total number of labor hours worked by all workers on the project are **Section 3 Workers**; and
- **5 percent** or more of the total number of labor hours worked by all workers on the project are **Targeted Section 3 Workers**.

SECTION 3 COMPLIANCE BENCHMARKS:
If awarded a contract, you will be required to demonstrate good faith efforts and provide evidence that you followed the hiring priorities and met or exceeded the following Section 3 Benchmarks:

1. **25 percent** or more of the total number of labor hours worked by all workers on the project are **Section 3 Workers**; and
2. **5 percent** or more of the total number of labor hours worked by all workers on the project are **Targeted Section 3 Workers**; and
3. **30 percent** of all New Hires are Se**ction 3 Workers**
4. **Section 3 Business contracting** goal of 10% for construction contracts and 3% for non-construction contracts.

Awardees will be required to engage in good faith efforts to satisfy their Section 3 Compliance Benchmarks, commitments made herein and report that data to HACLA as requested using Labor Hours Compliance Report Form.

See https://www.hacla.org/en/contracts-and-procurement/section-3-and-mbewbe for more information and guidance.

Questions about the program and assistance completing the form can be submitted to section3@hacla.org

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Exhibit G

DECLARATION OF PARTICIPATON IN VENDOR DIVERSITY OUTREACH

HACLA: encourages diversity participation, however, no points or preference will be granted as part of the evaluation process.

HACLA encourages vendors/contractors/proposers undertake "good-faith" efforts to promote participation in contracting opportunities from Minority Business Enterprises, Woman Business Enterprises and Labor Surplus Area Businesses.

"Minority Business Enterprise" (MBE) means a certified business that is at least 51% owned and controlled by one or more minority group members, or, in the case of a publicly-owned business, one for which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, African/Black Americans, Hispanic/Latino Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.

"Women Business Enterprise" (WBE) means a certified business that is at least 51% owned and controlled by one or more women, or, in the case of publicly held corporation, 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more such individuals.

"Labor Surplus Area Business" (LSA) means a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment. For more information on labor surplus areas, including a listing of local labor surplus areas, please see HACLA's page at http://www.hacla.org/mbewbe.

The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of their knowledge, true and correct with respect to the efforts made in "good-faith" to promote/encourage outreach efforts for diversity participation.

1. Identified Bid/Proposal Items

☐ We identified specific items in the bid/proposal to be performed or procured from MBE/WBE/LSA businesses.

☐ We **did not** identify such items.
Initial _____

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2. Advertisement

☐ Not less than _____ days prior to the submission of the bids/proposals, we advertised for bids/proposals from interested MBE/WBE/LSA businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. [NOTE: You may be requested to submit Proof of advertisement]

☐ We **did not** advertise for bids from MBE/WBE/LSA businesses.
Initial _____

3. Written Notice

☐ Not less than _____ days prior to the submission of the bids/proposals, we provided written notice of our interest in bidding and requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBE/LSA and other business enterprises. [NOTE: You may be requested to submit a list of organizations that provided such assistance.]

☐ We **did not** provide such written notice.
Initial _____

4. Participation

☐ We directly solicited MBE/WBE/LSA businesses that have agreed to participate in this contract if awarded.

☐ We **did not** obtain participation by MBE/WBE/LSA businesses.
Initial _____

5. Negotiations

☐ We negotiated in good-faith with interested MBE/WBE/LSA businesses. [NOTE: You may be requested to submit a list of the negotiating businesses that includes the item of work solicited.]

☐ We **did not** engage in such negotiations.
Initial _____

_____
Company Name

_____ _____
Signature

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Exhibit H

CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS
(HUD Form 50071)

[ATTACHED]

Docusign Envelope ID: 1B11417A-3232-8290-8392-65B31F6F491D

OMB Approval No. 2577-0157 (Exp. 11/30/2023)

Certification of Payments to Influence Federal Transactions

epartment of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. 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.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title

Signature	Date (mm/dd/yyyy)

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Exhibit I

INSTRUCTIONS TO OFFERORS (NON-CONSTRUCTION)
(HUD Form 5369-B)

[ATTACHED]

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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:]

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Exhibit J

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

Federal / 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, HACLA requires insert description of services ("Services"), to be performed at insert address that otherwise cannot be provided by regular employees of HACLA;

WHEREAS, HACLA has determined that the most effective and feasible manner of obtaining such Services is by contracting for them;

WHEREAS, using competitive proposal procedures, HACLA issued Request for Proposals (RFP) insert number for the Services;

WHEREAS, Service Provider, who has been identified as being qualified to perform the obligations set forth in this Contract, submitted a proposal offering the Services on terms and conditions that are acceptable to HACLA;

WHEREAS, the Board of Commissioners, by resolution adopted on insert date authorized HACLA to contract with Service Provider for said Services; and

WHEREAS, HACLA and Service Provider desire to enter into this Contract for 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 Services set forth in the "Scope of Services" attached hereto as Exhibit 1, and in accordance with its proposal submitted in response to HACLA's Request for Proposals ("Service

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Provider's Proposal"), which is incorporated herein by this reference. Any conflicts between the requirements of the Scope of Services attached hereto and the Service Provider's Proposal shall be referred for resolution to HACLA, whose decisions in such matters shall be final and binding on both parties.

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 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 Work 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.

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E. Service Provider shall be responsible for any technical accuracy, timely completion of reports, and other services furnished by Service Provider under this Agreement. 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 in the Schedule of Fees attached hereto as Exhibit 2 ("Contract Fees"). The Contract Fees are acknowledged to be fully burdened to include all direct costs, indirect costs and profit, and shall remain fixed for the entire Contract Term, including any option terms that may be exercised by HACLA.

B. Reimbursable Expenses. ☐ Applicable ☐ Not applicable.

If this section is applicable, the reimbursable expenses identified in the Fee Schedule are recognized as reimbursable expenses that may be reasonably and necessarily incurred in the performance of the Services. Reimbursable expenses are in addition to compensation for Basic and Additional Services 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. HACLA does not reimburse for local travel costs, including but not limited to travel time from Consultant's office to HACLA's Office or project site. Local travel consists of travel within Los Angeles County and its immediate surrounding areas including but not limited to Orange County and Riverside County.

C. 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).

D. 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.

E. 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.

F. Invoices. Service Provider shall submit invoices to HACLA for payment in arrears

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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 as of the Effective Date and continue in full force and effect through insert 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 Service Provider prior to the expiration of the initial Contract 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 Service Provider 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 Service Provider 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 Service Provider 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.

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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 RFP:

(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.

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

B. Copies of Service Provider's insurance certificates and endorsements in effect as of the date of Contract execution are attached hereto as Exhibit 5. Service Provider is responsible for 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

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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

Project Manager: Housing Authority of the City of Los Angeles
Attn: insert, Project Manager
2600 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90057

For Service Provider:

To: insert information

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 Proposal 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 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.

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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 liquidated 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. CONFIDENTIALITY

A. During the Contract Term and at all times thereafter, Service Provider will: (a) hold all Confidential Information (defined below) in strict trust and confidence; (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by the Contract; and (c) 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 (a) return to HACLA or, if so directed by HACLA, destroy all Confidential Information (in every form and medium), and (b) 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

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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: (a) Service Provider lawfully knew prior to HACLA's first disclosure to Service Provider, (b) a third party rightfully disclosed to Service Provider free of any confidentiality duties or obligations, or (c) 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.

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Section 10. SECTION 3 COMPLIANCE

A. Service Provider shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 24 CFR Part 75, and HACLA's Section 3 Policy and Compliance Plan, as applicable. Service Provider shall satisfy its obligations set forth in its most recent Economic Opportunity Plan ("EOP") and supporting documents, which identify Service Provider's Section 3 commitments, including, without limitation, hiring and/or training of Section 3 Workers or other Section 3 economic opportunities. Service Provider's Section 3 documentation is attached hereto as Exhibit 4 and incorporated herein by this reference.

B. Service Provider shall submit annual reports to HACLA demonstrating its efforts to meet HUD labor hour benchmark goals, hire Section 3 Workers, engage in qualitative efforts and/or satisfy its other commitments as set forth in its EOP.

C. Service Provider shall comply with the provisions of Section 3 Clause, and include the Clause in all subcontracts, as applicable. The Section 3 Clause is available at https://www.hacla.org/en/contracts-and-procurement/forms-documents-and-policies.

D. Service Provider's failure to comply with the requirements set forth in this Section may subject Service Provider to the penalties for default under HACLA's Section 3 Policy and Compliance Plan, including monetary fines and debarment.

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 a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in

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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 represent 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 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.

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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 PORTION 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

[to be inserted]

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Exhibit 2

CONTRACT FEES

[to be inserted]

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Exhibit 3

HACLA'S CONTRACT GENERAL CONDITIONS FOR SERVICES

Federal and Mixed Funds Exceeding Simplified Acquisition Threshold

PART A. STANDARD GENERAL CONDITIONS

Service Provider is subject to the following standard general conditions for the delivery of services, including contract terms and conditions required by HUD's General Conditions for Non-Construction Contracts (HUD Form 5370-C, Section I (1/31/2027)) as referenced herein.

Definitions (HUD)[2]
The following definitions are applicable to the Contract [and these General Conditions]:

(a) "Authority" or "Housing Authority (HA)" [or HACLA] means the Housing Authority [of the City of Los Angeles].

(b) "Contract" means the contract entered into between the Authority and the [Service Provider]. 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) "[Service Provider]" 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.

Definitions (HACLA)
The following definitions are also applicable to the Contract and these General Conditions:

(a) "Contract" also includes Service Provider's Proposal submitted in response to HACLA's Request for Proposals and all exhibits and attachments thereto, Service Provider's Best and Final Offer (BAFO), if applicable, Service Provider's Section 3 Economic Opportunity Plan (EOP), and Service Provider's Insurance Endorsements.

(b) "HUD Form 5370-C, Section I" means the General Conditions for Non-Construction Contracts

[2] HUD Form 5370-C, Section I, Clause 1

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applicable to Service Contracts valued in excess of $350,000 (OMB Approval No. 2577-0157 (excl. 1/31/2027)).

(c) "Work" or "Services" means all of Service Provider's services required by the Contract, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract.

1. Changes.[3] (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 [Service Provider] 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 [Service Provider] from proceeding with the contract as changed.

(e) No services for which an additional cost or fee will be charged by the [Service Provider] shall be furnished without the prior written consent of the HA.

2. Termination for Convenience and Default.[4] (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 [Service Provider] to fulfill the contract obligations (default). The HA 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 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 [Service Provider] to fulfill its obligations under the contract (default), the HA may (i) require the [Service Provider] 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

[3] HUD Form 5370-C, Section I, Clause 2
[4] HUD Form 5370-C, Section I, Clause 3

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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 [Service Provider] shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the [Service Provider], for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the [Service Provider].

(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the [Service Provider] had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the [Service Provider] 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.

3. Contract Following Termination. Upon termination, whether for cause or for convenience, the provisions of the Contract remain in effect as to any claim, indemnity obligation, warranties, guarantees, or other such rights and obligations arising prior to the termination date.

4. Contract Termination; Debarment.[5] 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 [Service Provider] and a subcontractor as provided in 24 CFR Part 24.

5. Examination and Retention of Service Provider's Records.[6] (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 [Service Provider]'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 [Service Provider] 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.

6a. Rights in Data (Ownership and Proprietary Interest).[7] 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 Service Provider pursuant to the terms of this Contract, including

[5] HUD Form 5370-C, Section I, Clause 8
[6] HUD Form 5370-C, Section I, Clause 4
[7] HUD Form 5370-C, Section I, Clause 5

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but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6b. Ownership of Results/Work for Hire. (a) Notwithstanding the foregoing Rights in Data provision, 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 Contract shall become the property of and will be transmitted to HACLA at the conclusion of this Contract. 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.

(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 Contract 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 Contract 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 HACLA-owned documents without the written approval of HACLA and shall refer all requests for such documents by other persons to HACLA.

7. Disputes.[8] (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 [Service Provider] shall be made in writing and submitted to the HA. A claim by the HA against the [Service Provider] 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 [Service Provider], 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.

[8] HUD Form 5370-C, Section I, Clause 7

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(d) Provided the [Service Provider] 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 [Service Provider] 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 [Service Provider] 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. Assignment of Contract.[9] The [Service Provider] 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 [Service Provider] is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

9. Certificate and Release.[10] Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the [Service Provider] 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 [Service Provider] under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the [Service Provider] in stated amounts set forth therein.

10. Organizational Conflicts of Interest.[11] (a) The [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 contract and a [Service Provider]'s organizational, financial, contractual or other interests are such that: (i) Award of the contract may result in an unfair competitive advantage; or (ii) The [Service Provider]'s objectivity in performing the contract work may be impaired.

(b) The [Service Provider] 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 [Service Provider] 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 [Service Provider] 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

[9] HUD Form 5370-C, Section I, Clause 9
[10] HUD Form 5370-C, Section I, Clause 10
[11] HUD Form 5370-C, Section I, Clause 11

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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 [Service Provider]. The [Service Provider] shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

11. Inspection and Acceptance.[12] (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the [Service Provider]. Such review(s) shall be carried out within 30 days so as to not impede the work of the [Service Provider]. 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 [Service Provider].

(b) The [Service Provider] 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 [Service Provider] to proceed with reasonable promptness to make necessary corrections shall be a default. If the [Service Provider]'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.

12. [Service Provider]'s Status.[13] It is understood that the [Service Provider] is an independent [Service Provider] 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 [Service Provider] 's activities on behalf of the HA in connection with this Agreement.

13. Other [Service Provider]s.[14] HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The [Service Provider] shall fully cooperate with the other [Service Provider]s 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 [Service Provider] shall not commit or permit any act that will interfere with the performance of work by any other [Service Provider] or HA employee.

14. Liens.[15] [Service Provider] is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

[12] HUD Form 5370-C, Section I, Clause 12
[13] HUD Form 5370-C, Section I, Clause 19
[14] HUD Form 5370-C, Section I, Clause 20
[15] HUD Form 5370-C, Section I, Clause 21

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15. General Indemnification for Design Professionals.[16] (a) 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 Contract, 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 Contract. Service Provider's obligations set forth above shall survive the expiration or termination of this Contract, as well as any Option Term.

(b) 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 Contract. 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.

16. General Indemnification for Service Providers 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 Contract; (ii) any breach of any covenant or other obligation or duty of the Service Provider under this Contract 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,

[16] "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.

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instrumentality entities, subsidiaries, and related 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 Contract, 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 Contract. 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.

17. 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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18. Warranty of Title. Service Provider warrants good title to all materials, supplies, and equipment incorporated in the Work.

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 Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract.

20. Order of Provisions; Interpretation. (a) In the event of a conflict between the Contract and these Contract General Conditions for Services (these "General Conditions"), the Contract shall prevail. In the event of a conflict between the Contract or these General Conditions and any HUD provision, the HUD provision 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 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.

(d) Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract or any subdivision thereof.

(e) Any claimed inconsistency between a HUD provision and HACLA's provisions that supplement the HUD provision, HACLA shall have the sole power to decide which provision shall govern in the best interests of HACLA.

(f) If a claimed inconsistency cannot be resolved through the order of precedence, HACLA shall have the sole power to decide which document or provision shall govern as may be in the best interests of HACLA.

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

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accounting principles and practices.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135).[17] (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 [Service Provider] agrees to send to each labor organization or representative of workers with which the [Service Provider] has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the [Service Provider]'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 [Service Provider] 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 [Service Provider] will not subcontract with any subcontractor where the [Service Provider] 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. Equal Employment Opportunity.[18] During the performance of this contract, the Service Provider agrees as follows: (a) The [Service Provider] will not discriminate against any employee or applicant for

[17] HUD Form 5370-C, Section I, Clause 22
[18] HUD Form 5370-C, Section I, Clause 16

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employment because of race, color, religion, sex, sexual orientation, gender identity, disability, 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 identity, disability, or national origin. Such action shall in dude, 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.

(b) The [Service Provider] will, in all solicitations or advertisement s 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 identity, disability, or national origin.

(c) The [Service Provider] 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 instance s 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 form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [Service Provider]'s legal duty to furnish information.

(d) The [Service Provider] 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 [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.

(e) 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.

(f) The [Service Provider] will furnish all information and reports re quired 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 [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

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Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as other-wise provided by law.

(h) 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.

(i) The [Service Provider] 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[Service Provider] 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 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 sub-contractor 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.

24. Equal Opportunity for Workers with Disabilities.[19] (a) The [Service Provider] 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 [Service Provider] 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 [Service Provider]; 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 [Service Provider] including social or recreational programs; and ix. Any other term, condition, or privilege of employment.

(b) The [Service Provider] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

[19] HUD Form 5370-C, Section I, Clause 17

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(c) In the event of the [Service Provider] 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.

(d) The [Service Provider] 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 [Service Provider] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The [Service Provider] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [Service Provider] , a [Service Provider] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [Service Provider] provides computers, or access to computers, that can access the electronic posting to such employees, or the [Service Provider] 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 [Service Provider] to notify job applicants of their rights if the [Service Provider] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

(e) The [Service Provider] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [Service Provider] 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.

(f) The [Service Provider] 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 [Service Provider] 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.

(g) The [Service Provider] must, 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 and will not be discriminated against on the basis of disability.

25. Dissemination or Disclosure of Information.[20] No information or material shall be disseminated or

[20] HUD Form 5370-C, Section I, Clause 18

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disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

26. Interest of Members of Congress.[21] 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.

27. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees.[22] No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

28. Energy Efficiency.[23] The [Service Provider] 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.

29. Limitation on Payments to Influence Certain Federal Transactions.[24] (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

[21] HUD Form 5370-C, Section I, Clause 13
[22] HUD Form 5370-C, Section I, Clause 14
[23] HUD Form 5370-C, Section I, Clause 6
[24] HUD Form 5370-C, Section I, Clause 15

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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 [Service Provider]s, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(ii) The prohibition does not apply as follows:
(1) Agency and legislative liaison by Own Employees. (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action. (b) For purposes of paragraph (b)(ii)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time. (c) The

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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: (i) 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, (ii) 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: (i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action; (ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and (iii) 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. (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations. (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents. (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause. (iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter: (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this

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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.

30. Clean Air and Water.[25] Contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which the Contract is to be performed.

31. Procurement of Recovered Materials.[26] (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.

32. Affirmative Action Program.[27] Unless otherwise exempt under 41 CFR 60-2.1(b), within 120 days after award of the Contract, Service Provider shall have developed for each of its establishments a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40. Service Provider shall also require its lower tier subcontractors who have 50 or more employees and receive a subcontract of $50,000 or more and who are not otherwise exempt under 41 CFR 60-2.1(b) to establish a written affirmative action compliance program that complies with the requirements of 41

[25] 2 CFR Part 200, Appendix II (Contracts in Excess of $150,000)
[26] HUD Form 5370-C, Section I, Clause 23
[27] 41 CFR 60-1.4 and 41 CFR 60-2

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CFR 60-1.40.

33. Contract Work Hours and Safety Standards Act.[28] If the value of this contract exceeds $150,000, 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.,) to the extent applicable, and shall include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

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[28] 2 CFR Part 200, Appendix II (Contracts in Excess of $150,000)

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Exhibit 4

SERVICE PROVIDER SECTION 3 DOCUMENTATION

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Exhibit 5

SERVICE PROVIDER INSURANCE DOCUMENTATION

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