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HACLA

Build HOPE: Investing in People and Place

June 17, 2026

SUBJECT: INVITATION FOR BIDS (IFB) NO. HA-2026-38

PROJECT: CERAMIC TILES AND RELATED SUPPLIES

Interested Parties:

The Housing Authority of the City of Los Angeles ("HACLA") invites contractors to submit firm fixed-price sealed bids for supply and delivery of ceramic tiles and related supplies.

The bid package, including plans and specifications, may be viewed on and downloaded from 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. **If you do not register at www.rampla.org, you will not receive notification of any Addenda that may be issued for this solicitation.**

Sealed bids will be accepted at HACLA's central business office located at 2600 Wilshire Boulevard, Los Angeles, California until July 15, 2026. See the IFB for other key dates and times, including the date and time of the pre-bid conference.

Please contact Timothy Shay, Contracts Administrator, for questions concerning this solicitation:

Housing Authority of the City of Los Angeles
General Services Department
Attn: Timothy Shay, Contracts Administrator
2600 Wilshire Boulevard, 4th floor
Los Angeles, California 90057
Phone: (213) 544-7005
Email: Timothy.Shay@hacla.org

Your interest and participation are greatly appreciated.

Sincerely,

Signed by:
A4D530D0FD904FA...
Suket Dayal,
Chief Administrative Officer

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HOUSING AUTHORITY
OF
THE CITY OF LOS ANGELES

2600 Wilshire Blvd.
Los Angeles, California 90057

INVITATION FOR BID (IFB) NO. HA-2026-38
SUPPLY AND DELIVERY OF CERAMIC TILES AND RELATED SUPPLIES

IMPORTANT DATES

ISSUE DATE:	**June 17, 2026**
LAST DATE FOR WRITTEN QUESTIONS:	**June 26, 2026, at 11:00 a.m. (PT)**
BIDS DUE	**July 15, 2026, at 11:00 a.m. (PT)**
BID OPENING:	**July 15, 2026. at 11:30 a.m. (PT)**

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I. INTRODUCTION

A. Profile

The Housing Authority of the City of Los Angeles ("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. Summary of Requirements

Supply and Delivery of Ceramic Tiles and Related Supplies. A more complete summary of HACLA's requirements for these Goods is set forth in the Specifications attached hereto as Exhibit A. The procured Goods will be paid using federal funding from the United States Department of Housing and Urban Development ("HUD") and/or other federal funds.

II. GENERAL INFORMATION

A. Contracts Administrator

The Contracts Administrator for this Invitation for Bids ("IFB") is Timothy Shay. Questions concerning this IFB shall only be directed to the Contract Administrator identified here, via email, at: Timothy.Shay@hacla.org. Perspective bidders shall not contact other HACLA staff concerning this IFB; any such contact may disqualify a business from further consideration. Questions and requests for clarification are permitted provided such requests are made through this IFB's designated Contracts Administrator. See Deadline for Submission of Written Questions and Requests for Information below for instructions.

B. Key Dates and Times

1. RESERVED

2. Deadline for Submission of Written Questions and Requests for Information. Any prospective bidder seeking an explanation or interpretation of this IFB may submit, in writing, questions and requests for information to the Contracts Administrator identified herein. Written questions must be received on or before **June 26, 2026 at 11:00 a.m. (PT).** If HACLA elects to respond to questions and

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requests for information, an Addendum will be posted to www.rampla.org (see Addenda paragraph in Part V below). HACLA has the sole and absolute discretion to determine whether an addendum should be issued for this IFB.

3. Bid Submission Deadline. Sealed bids must be received on or before **July 15, 2026, at 11:00 a.m. (PT)**. See Part V, Instructions to Bidders, below for important details concerning the transmission of bid packets and the bid opening.

4. 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 IFB is due. HACLA requires a minimum acceptance period of a period of **120** days. Any bid allowing less than HACLA's minimum acceptance period will be rejected.

C. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by a business in: (i) preparing its bid in response to this IFB; (ii) submitting that bid to HACLA; (iii) negotiating with HACLA any matter related to this IFB, 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 IFB. HACLA will not, under any circumstance, be liable for any pre-contractual expenses incurred by businesses, and businesses shall not include any such expenses as part of their bids.

D. Other Procurement Opportunities

Bidders 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.

E. 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 http://www.hacla.org/forms.

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III. GENERAL REQUIREMENTS

A. Proposed Contract

The bidder selected for contract award will be required to enter into a written agreement with HACLA ("Contract"), the form of which is attached hereto as Exhibit I. Upon award, the Contract will be modified to incorporate the necessary elements of the successful bidder's bid, and other pertinent terms and conditions. HACLA does not guarantee a minimum value for the Contract.

B. Insurance Requirements

The following insurance coverages and amounts are required:

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 (X) Fire Legal Liability	$1,000,000
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

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 vendor 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.

C. Vendor Registration

All bidders submitting bids 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.

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D. Demonstrated Standing as a Responsible Business (Goods)

HACLA awards contracts for goods only to responsible, qualified prospective bidders who are in good standing with HACLA. A responsible bidder is one who meets the following standards: (i) has a satisfactory record of business integrity and has demonstrated the attribute of trustworthiness; (ii) has adequate financial resources, or the ability to obtain such resources as required during performance of the contract; (iii) is 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.

All bidders are required to complete and submit the Vendor Responsibility Questionnaire, attached hereto as Exhibit C, which will be used to evaluate a bidder's strength, stability and integrity as a business concern, including its record of compliance with labor, health and safety regulations. Bidder responsibility will also be evaluated by examining a variety of resources, such as bidder registration documents, state and federal lists of debarred, suspended or ineligible businesses or individuals, commercial credit rating reports, business references, and documented past performance on contracts with HACLA.

The apparent lowest bidder(s) may be required, before the award of any contract, to show, to the complete satisfaction of HACLA, that it has the necessary facilities, ability, experience, and financial resources to satisfy contractual requirements. HACLA may make reasonable investigations deemed necessary and proper for such determination and the bidder shall furnish HACLA all information requested for this purpose.

E. Interest in More Than One Bid

Unless HACLA provides otherwise, no person shall be permitted to submit or have an economic interest in more than one bid for this project. A person may submit a price to more than one bidder as a subcontractor or materials supplier without violating this prohibition.

F. Diversity Outreach

1. Policy Statement. It is the policy of HACLA to contract with Minority Business Enterprises (MBEs), Women's Business Enterprises (WBEs) and Labor Surplus Area (LSAs) businesses for the delivery of goods and services to the extent possible. This action is consistent with the mandates of Title VI of the 1964 Civil Rights Act, Executive Order 11625, Attachment 'O' of the Office of Management and Budget (OMB) Circular A-102, and in support of Executive Directive 2001-26, issued by the Office of the Mayor.

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2. Definitions. "Minority Business Enterprise" 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" (LSA) business 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.

3. Good Faith Efforts. Bidders are required to make sufficient "good faith" efforts to help HACLA achieve its anticipated levels of participation by conducting outreach to MBEs, WBEs and LSAs for subcontract or supply opportunities related to this contract, to the extent possible. All bidders are required to complete and submit with their bids the Declaration of Compliance with Vendor Diversity Outreach Requirements, attached hereto as Exhibit D, which documents outreach efforts.

G. Bidder's Certification Regarding Organizational Conflicts of Interest

Any individual or business who provided services relating to studies or specifications prepared for this solicitation is not eligible to compete for this work. To learn more, see the Organizational Conflicts of Interest section of HACLA's Procurement Policy, which may be viewed at www.hacla.org/forms.

By the submission of a Bid, bidder certifies to the following:

1. That to the best of his/her/its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature of work to be performed under the Contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities: (i) result in an unfair competitive advantage to the bidder; or, (ii) impair the bidder's objectivity in performing the Contract.

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

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3. Bidders who are unable to certify to the above are not eligible for award of the subject Contract.

H. Bidder's Certification of Eligibility

1. By the submission of a bid, bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's business, nor any of the bidder's subcontractors, is ineligible to: (i) be awarded contracts by any agency of the United States Government, or the State of California; (ii) participate in programs of the U.S. Department of Housing and Urban Development (HUD) pursuant to 24 CFR Part 24; or (iii) perform work on a public works project pursuant to California Labor Code Sections 1777.1 or 1777.7.

2. The certification in the foregoing paragraph is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the Contract may be terminated for default, and the bidder may be debarred or suspended from participation in future HACLA procurements, HUD programs and other Federal contract programs.

IV. HUD ACT OF 1968 (SECTION 3) APPLICABILITY AND COMPLIANCE

A. Section 3 Applicable

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 will be funded using federal financial assistance (operating and capital funds) and is subject to HACLA's Section 3 Policy and Compliance Plan, which is available for viewing at www.hacla.org/section3.

B. Section 3 Documentation

Bidders must complete and submit with their bids the Section 3 Economic Opportunity Plan (EOP) and Section 3 Business Concern Self-Certification forms included at Exhibit F. Failure to complete all information and/or submit all pages of the EOP may result in a finding that the bid is non-responsive. (PDF fillable version available at www.hacla.org/forms, see Section 3 Exhibit – PH Funding).

Within five calendar days issuance of the Notice of Apparent Awardee, the apparent lowest responsive and responsible bidder shall also submit completed Section 3 Economic Opportunity Plan

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

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(EOP) and Section 3 Business Concern Self-Certification forms for each subcontractor identified in the EOP. Section 3 requirements apply to all tier subcontractors equally, with the exception of material-only subcontractors. It is the responsibility of the prime to impose, monitor and report their Section 3 achievements to HACLA. Failure to submit completed forms for each listed subcontractor within the time provided above may result in a finding that the bid is non-responsive.

V. BUILD AMERICA, BUY AMERICA ACT APPLICABILITY AND COMPLIANCE

A. Build America, Buy America Act

The awarded Contract is subject to the Build America, Buy America Act ("BABA"), which was enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, and signed into law on November 15, 2021. BABA establishes a domestic content procurement preference (the "Buy America preference" or "BAP") for all iron, steel, manufactured products, and construction materials (collectively, "Covered Materials") incorporated into infrastructure projects receiving federal financial assistance - including housing projects - and is intended to bolster America's industrial base, protect national security, and support high-paying jobs. Additional information regarding BABA may be found at: https://www.hud.gov/program_offices/general_counsel/build_america_buy_america.

With limited exceptions, all Covered Materials purchased under the Contract must be produced in the United States, including Covered Materials installed by any subcontractors or provided by any supplier.

B. BABA Compliance

Upon the awarded Contractor's receipt of a Job Order that requests the purchase and delivery of Covered Materials, prior to consummating the purchase of those Covered Materials on HACLA's behalf, Contractor shall prepare, execute and submit to HACLA a completed Certification of Product Compliance with the Build America, Buy America Act ("BABA Certification"), the form of which is included at Exhibit I of this IFB. If Contractor is unable to execute a BABA Certification for one or more Covered Materials, Contractor shall immediately notify HACLA and suspend further processing of purchases under the Job Order. In such instances, HACLA may elect to terminate this Contract, modify the Job Order to remove the Covered Materials, secure a waiver from the Department of Housing and Urban Development ("HUD") and the Office of Management and Budget ("OMB") as may be required, and/or work with Contractor to source BABA compliant Covered Materials.

Other BABA compliance requirements are set forth at Section 14 of the proposed Contract, which is included at Exhibit I of this IFB.

VI. INSTRUCTIONS TO BIDDERS

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 H.

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A. Examination of Plans, Specifications, etc. (Goods)

Prior to submitting a bid, bidders shall carefully examine the Specifications, General Conditions, Special Conditions (if any), and the Invitation for Bids, and all exhibits and attachments thereto. It will be assumed that the bidder has investigated and is satisfied as to the character, quality, and quantities of goods to be provided.

B. Use of Brand Names

The identification of a certain brand, make or manufacturer in the specifications provided for this IFB does not restrict bidders to the specific brand, make or manufacturer named, but is provided to convey the standard of quality, performance, and other characteristics needed to meet HACLA's requirements.

C. Substitution of Named Brand, Make and/or Manufacturer

Bidders may submit alternate proposals of the specified brand, make or manufacturer (i.e., an "or equal" substitution). Bidders are responsible for clearly and specifically identifying the product being offered and for providing sufficient descriptive literature, catalog cuts and technical data to enable HACLA determine if the product offered meets HACLA's requirements. Failure to furnish adequate data for evaluation purposes may result in declaring the bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the specific brand, make or manufacturer named herein.

Any substitution that HACLA, in its sole discretion, determines to be the equivalent of that specified, considering quality, performance, economy of operation, and suitability for the purpose intended, will be accepted.

D. Bid Contents, Submission and Receipt

1. Bid Contents. Bidders shall furnish all the information required herein, including prices for all bid items on the attached Bid Form (Exhibit B). Failure to furnish all required information and documentation may result in rejection of the bid as non-responsive. Bids must be signed, and the bidder's name typed or printed on the bid sheet and each continuation sheet that requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. Bidders are encouraged to retain a copy of their bid for their records.

2. Bid Submission. All bid documents shall be sealed in an opaque envelope, which shall bear the words "SEALED BID-DO NOT OPEN", followed by the project title and IFB number, and the date and hour of opening of bids. The envelope should be addressed as follows:

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Housing Authority of the City of Los Angeles
General Services Department
Attn: Timothy Shay, Contracts Administrator
2600 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90057

The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder.

3. Receipt of Bids**.** Bids will be accepted until the bid submission deadline identified in Part II above. Bid packets may be hand delivered 2600 Wilshire Blvd., by contacting the Contracts Specialist identified herein, who will coordinate receipt of the bid package with building security, which is located within the building's subterranean parking structure accessible from Rampart Blvd., just south of Wilshire Blvd. Please note HACLA does not provide parking. Limited street and private parking are available within a few minutes' walk of the parking structure entrance.

Bid packets will also be accepted if addressed as indicated above and delivered by private express delivery service (UPS, FedEx, OnTrac, FastTrak or other commercial carrier with real time tracking and delivery) or U.S. Postal Service. To ensure bids are timely received, bidders are advised to consider delivery delays.

Bids received by mail will be stamped with the date and time when HACLA mail is generally opened. Bids that are hand delivered by bidders and couriers will be stamped with the date and time received by staff posted at the building security desk.

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 bids through email or other electronic methods**.

4. Late Submissions. Any bid received after the precise time specified for receipt will not be considered. The only acceptable evidence to establish the time of receipt by HACLA is HACLA's time/date stamp on the bid wrapper or other documentary evidence of receipt maintained by HACLA.

E. Addenda

If HACLA elects to answer timely-submitted, relevant questions, and/or provide clarification or additional information concerning this solicitation after the posting of this IFB, an addendum will be posted to www.rampla.org. All addenda issued become part of this IFB. As previously indicated, access to RAMP requires registration, which is free. Bidders are responsible for checking all issued addenda RAMP posting(s) for this IFB.

Bidders shall acknowledge receipt of any and all posted written addendum(a) to this IFB on the Vendor Information and Bid Form (Exhibit B). Bids that fail to acknowledge the bidder's receipt of any

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written addendum may be rejected as non-responsive if the addendum contained material information such as changed requirements.

F. Opening of Sealed Bids

The sealed bids received in response to this solicitation will be: 1) publicly opened and read aloud and 2) will be broadcast virtually, in real-time, via a **Microsoft Teams Meeting,** on **July 14, 2026, beginning promptly at 11:30 a.m. (PT)**.

To view the virtual bid opening:

1. Join: https://teams.microsoft.com/meet/294583168237773?p=nqJTTt3KloMrw9UgtJ
   Meeting ID: 294 583 168 237 773
   Passcode: oE9U7mc6

2. Participants must enter their full name and company to join

G. Posting of Bid Results

Bid results will be posted at www.hacla.org/contractingprocess following bid opening. The bid results (i.e., bid abstract) will reflect the total amount of each bidder's bid, and any other information HACLA deems appropriate.

H. Documents Due at Bid Submission

The following items must be received at the time of bid submission:

- Completed and signed Vendor Information and Bid Form (Exhibit B)
- Vendor Responsibility Questionnaire (Exhibit C)
- Declaration of Compliance with Vendor Diversity Outreach Requirements (and proof of advertisement if applicable) (Exhibit D)
- Workforce Profile (Exhibit E)
- Section 3 Forms (Exhibit F)
- Representations, Certifications and Other Statements of Bidders (HUD-5369-A)(Exhibit G)

I. Correction or Withdrawal of Bid

A bidder may correct or withdraw its bid upon written request to the Contracts Administrator by delivering the request by courier or by email any time prior to the deadline for the submission of bids. It is bidder's responsibility to ensure the correction or withdrawal has been received by the Contracts Administrator prior to the bid submission deadline.

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J. Tie Bids

In the case of tie low bids, award shall be made in accordance with HACLA's written policy and procedures.

K. Notice Regarding Disclosure of Bid Contents

All bids received by HACLA will become the property of HACLA and will 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 bid opening, all bids are subject to public inspection and/or copying in accordance with said Act.

VI. CONTRACT AWARD AND PROTESTS

A. Evaluation of Bids

HACLA may reject any or all bids and waive any informalities, minor irregularities or inconsequential deviations in the bids. HACLA also reserves the right, in its discretion, to reject any or all bids and to re-bid the project. HACLA reserves the right to reject any or all non-conforming, non-responsive, unbalanced or conditional bids, and to reject the bid of any bidder if HACLA believes that it would not be in the best interest of HACLA to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by HACLA. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items.

In the case of a discrepancy between a written amount and the corresponding figures, the written amount shall govern. In the case of a discrepancy between an item price and the corresponding unit price multiplied by the corresponding estimated quantity, the unit price multiplied by the estimated quantity shall govern. In the case of discrepancy between the actual arithmetic total of all items and the total stated by the bidder, the actual arithmetic total shall govern.

B. Recommendation and Award of Contract

If HACLA determines to award a contract under this IFB, Staff will recommend to HACLA's Board of Commissioners award of the contract to the responsive and responsible bidder that submits the bid whose dollar value is lowest overall and meets all specified requirements of this IFB. HACLA reserves the right to award all or a portion of the Work.

After contract approval is granted by HACLA's Board of Commissioners, HACLA will issue a written notice of contract award to the successful bidder. For purposes of these Instructions, HACLA's decision to award is made on the date the Board of Commissioners approves the Contract award.

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C. Bid Protests

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

VII. LIST OF EXHIBITS

Exhibit A: Specifications
Exhibit B: Vendor Information and Bid Form
Exhibit C: Contractor Responsibility Questionnaire
Exhibit D: Declaration of Compliance with Vendor Diversity Outreach Requirements
Exhibit E: Workforce Profile
Exhibit F: Section 3 Forms
Exhibit G: Representations, Certifications and Other Statements of Bidders (HUD-5369-A)
Exhibit H: HUD's Instructions to Offerors Non-Construction (HUD-5369-B)
Exhibit I: Certification of Product Compliance with the Build America, Buy America Act
Exhibit J: Contract (draft)

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Exhibit A

SCOPE OF WORK

The Housing Authority of the City of Los Angeles ("HACLA") requires a vendor to provide replacement ceramic tiles and related supplies for its kitchens and bathrooms at its public housing units on an as-needed basis.

The vendor shall:

1. Provide separate quotes per order to each housing site's Maintenance Supervisor. Each quote shall have delivery site name and address, product name, description and item number, quantity, unit price, sales tax, delivery charge and total.
2. Deliver new products that are free from defects.
3. Deliver orders only after receiving a HACLA purchase order for the quoted products.
4. Provide delivery and offloading to the ground at the requested sites below. HACLA does not have loading docks.

Site Name	Address	City	ZIP
Avalon Gardens	701 E. 88TH. PL.	LOS ANGELES	90002
Estrada Courts	3232 ESTRADA ST.	LOS ANGELES	90023
Gonzaque Village	1515 EAST 105TH. ST.	LOS ANGELES	90002
Imperial Courts	11541 CROESUS AVE.	LOS ANGELES	90059
Jordan Downs	9800 GRAPE ST.	LOS ANGELES	90002
Mar Vista Gardens	11965 ALLIN ST.	LOS ANGELES	90230
Nickerson Gardens	1590 114TH. ST.	LOS ANGELES	90059
Pico/Las Casitas	1526 E. 4TH. ST.	LOS ANGELES	90033
Pueblo del Rio	1801 E. 53RD. ST.	LOS ANGELES	90058
Ramona Gardens	2830 LANCASTER	LOS ANGELES	90033
Rancho San Pedro	275 WEST FIRST ST.	LOS ANGELES	90731
San Fernando Gardens	10995 LEHIGH AVE.	LOS ANGELES	91331
William Mead	1300 NORTH CARDINAL	LOS ANGELES	90012

NOTE: Items listed in Attached Bid Form (Exhibit B) are representative of products that may be ordered. Brand name used in this QSP shall be interpreted as from the same manufacturer "or equal" in quality and specification. Prices will be used for bid evaluation and award purposes. Items purchased will not, however, be limited to the listing and will be purchased on an as-needed basis.

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Exhibit B
VENDOR INFORMATION AND BID FORM

Contractor Name: _____
(Enter legal name for contracting purposes)

Business Address: _____

Point of Contact: _____ Title: _____

Phone: (_____) _____ Email: _____

Insurance:
☐ If awarded the Contract, the undersigned will utilize a third party to deliver the requested Goods to HACLA. (Insurance endorsements not required)

☐ If awarded the Contract, the undersigned intends to deliver the requested Goods to HACLA and will provide the required insurance documents

Los Angeles Business Tax Registration Certificate:
☐ The business has a valid Los Angeles Business Tax Registration Certificate No. _____.

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

Addenda:
☐ The undersigned has confirmed no addenda were posted on RAMP (www.rampla.org) for this IFB
☐ Acknowledgement of receipt of Addendum No. _____ issued _____
☐ Acknowledgement of receipt of Addendum No. _____ issued _____

CHECKLIST FOR EXHIBITS TO BE COMPLETED AND SUBMITTED WITH SEALED BID

#	Exhibit Title	Your Initials
B	Signed Vendor Information and Bid Form	
C	Contractor Responsibility Questionnaire	
D	Declaration of Compliance with Vendor Diversity Outreach Requirements (and proof of advertisement if applicable	
E	Workforce Profile	
F	Section 3 Forms	
G	Representations, Certifications and Other Statements of Bidders (HUD-5369-A)	

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BID FORM

The list of items in the Bid Form is for bid comparison purposes and does not represent all items or quantities that will be purchased.

Items showing brand name or approved equal will permit bidders of other brands to bid them as alternates. However, HACLA shall reserve the right to decide if alternates are equal. Bidder must indicate in the space provided if their product is an alternate by submitting name and detailed specifications of item bid upon. Bidder shall indicate if any of your products comply or how they deviate. Bidders are strongly encouraged to be specific in describing their products and supplemental information may be attached. Supplemental information must reference the specific product to which it applies. Samples may be requested by HACLA for evaluation purposes. Samples will be provided at no charge.

HACLA reserves the right to decide if alternates are equal and satisfy HACLA's needs. An alternate offer must include a listing of all areas where the item offered varies from the item specified; the manufacturer's name, catalog literature, and detailed specifications on the item offered. Failure to include the required information on alternate offer may result in the offer being rejected as non-responsive. The decision of HACLA as to whether an alternate or substitution is "equal" shall be final.

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

SIGNATURE:

Conditions: All prices are fully-burdened, which means that all general conditions, insurance, bonds, and permits (if required) are included in the prices included herein. All pricing shall be FOB destination. Unless otherwise explicitly stated herein, HACLA will not pay additional delivery/freight/shipping charges. Only actual invoice amounts will be paid.

This bid is valid for the Minimum Acceptance Period set forth in the IFB. If selected, the undersigned agrees to timely furnish all documents required by the IFB and agrees to furnish Goods that satisfy the Specifications at the price(s) specified above in strict accordance with the Contract.

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

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Exhibit C

VENDOR RESPONSIBILITY QUESTIONNAIRE

Name of Business: _____

Use: This Contractor Responsibility Questionnaire form will be used to evaluate Contractor strength, stability and integrity as a business concern, including its record of compliance with labor, health and safety regulations. HACLA reserves the right to request additional information as needed to determine whether the business qualifies as a responsible bidder.

Instructions: Complete all questions, sign and return this Questionnaire and any requested supplemental information with your bid.

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 6255.

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 business'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 business, or any firm with which any of your business'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 business, 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 business, 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 signs the Bid Form

CONFIDENTIAL

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Exhibit D

DECLARATION OF COMPLIANCE WITH VENDOR DIVERSITY OUTREACH REQUIREMENTS

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 of which at least 51% is owned and controlled by one or more minority group members, or, in the case of a publicly owned business, one in 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 of which at least 51% is 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 his/her/its knowledge, true and correct with respect to the efforts made in a "good-faith" attempt to comply with HACLA's outreach requirements and that said business will provide to HACLA evidence of the efforts described herein within three working days of such request.

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 _____

[continued next page]

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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. **[Proof of advertisement must be attached.]**

☐ 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 and did not unjustifiably reject bids prepared by any such business. [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

_____
Title

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Exhibit E

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	Hispanic or Latino	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	Amer. Indian or Alaska Native	Two or More Races
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: _____

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 $84,850 for FY 2025);

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 2025 Los Angeles County HUD Income Limits

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

Low (80%) Income Limit	No more than $84,850

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

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS (HUD-5369-A)

Bidder's Signature.[2] The [undersigned] hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Company:_____

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

1. Certificate of Independent Price Determination[3]

(a) The bidder certifies that-

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the principals in certifying that [the principals of the business] have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above. (ii) As an authorized agent, does certify that [the principals of the business] have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

[2] Section 13
[3] HUD Form 5369-A, Section 1, as amended by HACLA

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2. Contingent Fee Representation and Agreement[4]

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) [By signing below, the bidder] represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

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

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

(c) [If bidder is unable to make the representations at subparagraph b(1) and/or b(2) above, the bidder shall make an immediate and full written disclosure to the Contracts Administrator responsible for this IFB].

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (includ-ing profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

[4] Section 2, as amended by HACLA

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(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

4. Organizational Conflicts of Interest Certification.[5] The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities: (i) Result in an unfair competitive advantage to the bidder; or, (ii) Impair the bidder's objectivity in performing the contract work.

[By signing below, bidder certifies that] to the best of [his/her/its] knowledge and belief, no actual or apparent conflict of interest exists with regard to possible performance of this procurement.

5. Bidder's Certification of Eligibility
(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to: (i) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or, (ii) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period[6]
(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period [indicated in the IFB].

(d) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within the acceptance period stated in [the IFB].

[5] Section 4, as amended by HACLA
[6] Section 6, as amended by HACLA

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7. Small, Minority, Women-Owned Business Concern Representation.[7] **[Not applicable]**

8. Indian-Owned Economic Enterprise and Indian Organization Representation. [Not applicable]

9. Certification of Eligibility Under the Davis-Bacon Act.
(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities.
(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;
(2) Retain the certifications in its files; and
(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

[7] Section 7; the information contained in this HUD provision is included in HACLA's Section 3 forms.

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A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).
Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification[8] [By signing below, the bidder] certifies that:
(a) Any facility to be used in the performance of this contract is not listed on the Environmental Protection Agency List of Violating Facilities. [If bidder is unable to make such representation, the bidder shall make an immediate and full written disclosure to the Contracts Administrator responsible for this IFB].

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate.[9] [Not applicable]

[END OF FORM]

[8] Section 11, as amended by HACLA
[9] The program for which this solicitation is made does not require Form HUD-2530 approval per the Previous Participation Certificate (HUD-2530) Handbook (4065.1 REV-1)]

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Exhibit H

HUD'S INSTRUCTIONS TO OFFERORS (NON-CONSTRUCTION)

(Form HUD-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 I

CERTIFICATION OF PRODUCT COMPLIANCE WITH THE BUILD AMERICA, BUY AMERICA ACT

(attached)

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Appendix A

Certification of Product Compliance with the Build America, Buy America Act

The product described below complies with the requirements of the Build America, Buy America Act (BABA) which was enacted on November 15, 2021, as part of the Infrastructure and Investment in Jobs Act (Public Law 117-58):

Description of product (describe the product in the fill in the blank below):

_____

_____

Product manufactured/produced by (provide the name and address of the manufacturer/producer/reseller in the fill in the blank below):

_____

_____

Description of Requirements for BABA Compliance:

Products subject to the BABA fall into one of the following categories: 1) iron or steel products; 2) manufactured products; or 3) construction materials. The domestic content requirements for each of these products is as follows:

1) Iron or steel products is defined in 2 CFR 184.3 and means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.
   a) Predominantly of iron or steel or a combination of both is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.
   b) Iron or Steel products must be Produced in the United States. Produced in the United States is defined in 2 CFR 184.3 and means in the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2) Manufactured Products is defined in 2 CFR 184.3 and means:
   a) Articles, materials, or supplies that have been:
      (1) Processed into a specific form and shape; or
      (2) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
   b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in this section, then it is not a

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manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph a) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

c) Manufactured Products must be Produced in the United States. Produced in the United States is defined in 2 CFR 184.3 and means in the case of manufactured products:
   (1) The product was manufactured in the United States; and
   (2) The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 2 CFR 184.5.

3) Construction Materials is defined in 2 CFR 184.3 and means articles, materials, or supplies that consist of only one of the items listed in paragraph a) of this definition, except as provided in paragraph b) of this definition. To the extent one of the items listed in paragraph a) contains as inputs other items listed in paragraph a), it is nonetheless a construction material.
   a) The listed items are:
      (1) Non-ferrous metals;
      (2) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
      (3) Glass (including optic glass);
      (4) Fiber optic cable (including drop cable);
      (5) Optical fiber;
      (6) Lumber;
      (7) Engineered wood; and
      (8) Drywall.
   b) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.
   c) Construction Materials must be Produced in the United States. Produced in the United States is defined in 2 CFR 184.3 and means: In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.

Note that Section 70917(c) materials is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See BABA, Section 70917(c). Section 70917(c) materials are not subject to BABA and therefore no certification form is required for them.

I hereby certify that I have reasonably researched whether the above referenced product complies with BABA and have a sound basis for concluding that the above referenced product is compliant with BABA. I understand that I may be subject to civil penalties for certifying that the above referenced product is BABA compliant without having reasonably researched the BABA compliance of the product to have a sound basis for concluding that it is BABA compliant. I understand that I may be subject to criminal penalties for

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certifying willfully or deliberately without a basis for my certification. I, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of the person certifying: _____

Business phone number of the person certifying: _____

Email address of the person certifying: _____

Company/Entity the person certifying represents: _____

Indicate the role of the person certifying in relation to the product (e.g. manufacturer's authorized representative, reseller, architect/engineer):

_____

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Exhibit J

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

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, State of California, a public body, corporate and politic ("HACLA"), and insert contractor name, ("Contractor"). HACLA and Contractor are hereinafter collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS using Sealed Bid procedures, HACLA issued an Invitation for Bids ("IFB") for the purchase and delivery of the goods, equipment and/or materials (collectively, "Goods") generally described as insert description of goods ; and

WHEREAS HACLA determined that the Contractor's bid is the lowest responsive, responsible bid; and

WHEREAS the Board of Commissioners, by resolution adopted on insert date authorized HACLA to contract with said Contractor for the purchase and delivery of said Goods; and

WHEREAS HACLA and Contractor desire to enter into this Contract for the purchase and delivery of the Goods 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:

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

Section 1. PURCHASED GOODS

A. **Purchased Goods.** Contractor agrees to provide timely delivery and, when appropriate, installation of the Goods described in the Specifications and Contract Fees attached hereto as Exhibit 1.

B. **Additional Goods.** Any Goods determined by HACLA to be necessary, which are not included within Contractor's Bid shall be considered "Additional Goods." Only HACLA's Contracting Officer identified in the Notices section herein or his or her authorized designee may authorize Additional Goods. The parties expressly acknowledge that any other HACLA employees are without authorization

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to order Additional Goods or to waive contractual requirements of this Contract. Failure of the Contractor to secure proper authorization for Additional Goods shall constitute a waiver of any and all right to adjustment in the Maximum Cumulative Payment Obligation amount set forth herein, and Contractor shall not be entitled to compensation for such unauthorized Goods. Any such approval of Additional Goods 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. CONTRACTOR'S REPRESENTATIONS AND RESPONSIBILITIES

A. Contractor agrees to abide by and perform the terms and conditions specified in this Contract and all exhibits and attachments thereto, which are included herein by this reference. Contractor shall provide, furnish, and supply all things necessary and incidental for the delivery of the Goods, including, but not limited to, provision of all necessary labor, materials, equipment and transportation, unless otherwise specified in this Contract. Contractor also agrees to use its best efforts to meet or exceed the performance standards required by this Contract.

B. Contractor represents 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. Contractor further represents that it has not paid anyone for the purpose of entering into this Contract, and that entering into this Contract and delivering the Goods will not constitute a conflict of interest. Contractor further represents that neither it, nor its agents or representatives, has offered or given gratuities in the form of entertainment, gifts, favors or other items or work 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 Contractor by HACLA in the administration of the Contract, or in the making of any determination with respect to Contractor's performance of its obligations under the Contract.

C. Contractor represents that it will provide prompt written notice to HACLA if it becomes aware of any fault or defect in the delivered Goods.

D. Contractor agrees that its receipt of payments from HACLA or any inspection, review, approval or oral statement by any representative of HACLA or any other governmental entity, shall in no way waive or limit the obligations in this Contractor's Representations and Responsibilities section or lessen the liability of Contractor to replace unsatisfactory Goods to the extent required herein, including but not limited to cases where the defective or below standard Goods may not have been apparent or detected at the time of such payment, inspection, review or approval.

Section 3. PRICE, PAYMENT AND INVOICES

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

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comprised of the following sums:

1. Contract Fees. The price of the Goods, including any Additional Goods, is the price set forth in the Specifications and Contract Fees attached hereto as Exhibit 1 ("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.

2. Sales Tax. The sum of insert sum ($insert dollar value) is included in the maximum cumulative payment obligation to pay the sales tax due on the purchased goods.

B. Invoices. Contractor shall invoice HACLA for this Contract within 30 days of delivery. Invoices shall be itemized and reference this Contract number. Invoices shall include a description of the Goods, unit of measure, and price. 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., Department, 4th Floor
Los Angeles, California 90057
Attention: Accounts Payable

C. Remittance. Unless otherwise stated in this Contract, HACLA will pay all properly invoiced amounts due to Contractor 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. Contractor 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 Contractor against any amount payable by HACLA to Contractor.

D. Automated Deposit of Payments. Contractor shall be paid by Automated Deposit with a Financial Institution that is a member of the Automated Clearing House. The Automated Deposit Form must be completed and submitted to HACLA prior to the delivery of Goods under this Contract.

Section 4. CONTRACT TERM

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

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

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

(1) 1st Option Term. HACLA, at its sole discretion, may elect to extend the

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Contract Term for the period through insert date ("1st Option Term") by giving notice to the Contractor prior to the expiration of the Initial Term.

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

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

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

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

Section 5. DELIVERY OF GOODS

Goods shall be delivered and/or performed at the delivery point (the "Deliver Location") identified in the IFB, in accordance with the schedule specified in the Specifications (the "Delivery Date"). If no delivery date is specified, Contractor shall deliver in full within a reasonable time of receipt of this Contract. Timely delivery is of the essence. If Contractor cannot timely deliver the Goods without delay, Contractor shall notify HACLA and establish a mutually acceptable delivery date. If Contractor fails to deliver the Goods in full, on the Delivery Date or a mutually acceptable delivery date, HACLA may terminate all or any part of this Contract and Contractor shall indemnify HACLA against any losses, damages, and reasonable costs and expenses attributable to Contractor's failure to deliver. Contractor shall not substitute material or ship more than the quantity contracted without HACLA's prior written approval. Unless expressly provided otherwise herein, Contractor shall be solely responsible for and pay all costs of delivering the Goods to the Delivery Location, including, without limitation, all shipping and freight costs.

Section 6. RISK OF LOSS

Risk of loss shall not pass to HACLA until the Goods called for in this Contract actually have been received and accepted by HACLA at the Delivery Location. Contractor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage even if HACLA has agreed to pay freight, express or other transportation charges.

Section 7. INSPECTION

HACLA reserves the right to inspect the Goods on or after the Delivery Date. HACLA, at its sole option,

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may reject all or any portion of the Goods if it determines the Goods are defective or nonconforming. If HACLA requires repair or replacement of the Goods, pursuant to the Warranty section below, Contractor shall promptly repair or replace the nonconforming Goods. If Contractor fails to timely deliver repaired or replacement Goods, HACLA may replace them with Goods from a third party and charge Contractor the cost thereof and terminate this Contract. Any inspection or other action by HACLA under this Inspection section shall not affect Contractor's obligations under this Contract, and HACLA shall have the right to further inspection after Contractor takes remedial action.

Section 8. WARRANTY

Notwithstanding HACLA's acceptance or right of inspection and/or any other terms or conditions provided in this Contract, Contractor warrants that the Goods furnished hereunder: (i) are new and free from any defects in workmanship, material and design; (ii) conform to applicable specifications; (iii) are fit for their intended purpose and operate as intended; (iv) are free and clear of all liens, security interests or other encumbrances; and (v) do not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of HACLA's discovery of the noncompliance. If HACLA gives Contractor notice of noncompliance, Contractor shall, at its own cost and expense, promptly replace or repair the nonconforming Goods.

Section 9. SAFETY REQUIREMENTS

All Goods furnished hereunder shall meet all Federal and State requirements regarding Health and Safety. All shipments of hazardous and toxic material shall include applicable Material Data Safety Sheets (MSDS).

Section 10. INSURANCE

A. Contractor shall, at its own cost and expense, procure and maintain the insurance required by the IFB:

(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.

B. Copies of Contractor's insurance certificates and endorsements in effect as of the date of Contract execution are attached hereto as Exhibit 3. Contractor is responsible for providing updated insurance records during the term of this Contract.

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Section 11. NOTICES

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

For HACLA:

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

Contracts Dept.: Housing Authority of the City of Los Angeles
Attn: identify Contract Administrator
2600 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90057

For Contractor:

Contractor: this should be same individual who signed bid form

Representative: identify

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 12. HACLA'S RIGHTS AND REMEDIES IN GENERAL

A. All of HACLA's rights and remedies under this Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in this 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 this Contract for breaches that are not material. HACLA's determination of whether there has been noncompliance with this 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 this Contract upon such termination, and HACLA may proceed against Contractor to recover all losses suffered by HACLA.

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B. No action or failure to act by HACLA or its Project Manager will constitute a waiver of a right afforded them under this 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 or its Project Manager 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 this Contract shall create or give to third parties any claim or right of action against HACLA or its Project Manager, or Contractor.

Section 13. SECTION 3 COMPLIANCE

A. Contractor shall comply with the requirements of HACLA's Section 3 Policy and Compliance Plan. Additionally, Contractor shall satisfy its obligations set forth in its most recent Economic Opportunity Plan ("EOP") and supporting documents, which identify Contractor'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. Contractor shall also ensure that its subcontractors satisfy their obligations as set forth in their respective EOPs, to the extent feasible. Contractor shall include the Section 3 clause found at https://www.hacla.org/en/contracts-and-procurement/forms-documents-and-policies in all applicable subcontracts, revised as appropriate, but substantively the same, for each contract.

C. Contractor shall submit periodic reports to HACLA demonstrating its efforts to hire Section 3 Workers, commitment achievements, and report labor hours consistent with Section 3 Benchmarks, as set forth in its EOP.

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

Section 14. BUILD AMERICA, BUY AMERICA ACT

A. Build America, Buy America Act. This Contract is subject to the Build America, Buy America Act ("BABA"), which was enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, and signed into law on November 15, 2021. BABA establishes a domestic content procurement preference (the "Buy America preference" or "BAP") for all iron, steel, manufactured products, and construction materials (collectively, "Covered Materials") incorporated into infrastructure projects receiving federal financial assistance - including housing projects - and is intended to bolster America's industrial base, protect national security, and support high-paying jobs. The full text of BABA is incorporated herein by this reference. Additional information regarding BABA may be found at: https://www.hud.gov/program_offices/general_counsel/build_america_buy_america.

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With limited exceptions, all Covered Materials purchased under this Contract must be produced in the United States, including Covered Materials installed by any subcontractors or provided by supplier. The definitions of Covered Materials at 2 C.F.R. Part 184 are incorporated herein by this reference.

The terms of this Section 14 shall survive the expiration or termination of this Contract.

B. BABA Compliance for Procurement on an As Needed Basis. This Contract requires compliance with BABA and its BAP for the purchase of Covered Materials. Upon receipt of a Job Order that requests the purchase and delivery of Covered Materials, prior to consummating the purchase of the Covered Materials on HACLA's behalf, Contractor shall prepare, execute and submit to HACLA a completed Certification of Product Compliance with the Build America, Buy America Act ("BABA Certification"), the form of which is included at Exhibit 5 of this Contract. If Contractor is unable to execute a BABA Certification for one or more Covered Materials, Contractor shall immediately notify HACLA and suspend further processing of purchases under the Job Order. In such instances, HACLA may elect to terminate this Contract, modify the Job Order to remove the Covered Materials, secure a waiver from the Department of Housing and Urban Development ("HUD") and the Office of Management and Budget ("OMB") as may be required, and/or work with Contractor to source BABA compliant Covered Materials.

C. Recordkeeping Requirements. Contractor shall keep and maintain all records relating to the purchase of Covered Materials for a minimum of three (3) years from the date the final payment is received.

D. Termination for Failure to Comply. Contractor shall notify immediately notify HACLA if at any time Contractor fails to comply with the BAP, BABA, or the terms of this section. Any such failure shall constitute a material breach of this Contract and shall constitute good cause for HACLA to terminate this Contract at its sole discretion, following any applicable cure period.

E. Indemnification by Contractor. Contractor shall hold defend, 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, audit expenses and costs, regulatory proceedings, costs, or expenses (including without limitation reasonable attorneys' fees and costs), whether or not involving a third-party claim, which arise out of, relate to, or result from any failure of Contractor or its suppliers to comply with the BAP or BABA where a BABA Certification has been provided to HACLA.

Section 15. MISCELLANEOUS PROVISIONS

A. **Assignment.** Neither Contractor nor HACLA shall, without the written consent of

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the other, assign, transfer or sublet any portion or part of the delivery of the Goods or the obligations required by this Contract. Any attempted assignment, transfer or sublet without such written consent shall be void and confer no rights upon any third person and shall constitute a default under this Contract.

B. **Successorship.** Contractor and HACLA acknowledge that the provisions of this Contract are binding upon the Parties, their employees, agents, heirs, successors and assigns.

C. **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, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California

D. **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.

E. **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 writing by the party making the waiver. Further, the failure of either Contractor 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.

F. **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.

G. **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.

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

I. **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.

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

K. **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.

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

M. **Licenses and Permits**. Contractor warrants that it has all necessary licenses, permits and certifications required for delivery of the Goods under this Contract.

N. **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.

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In executing this Contract, HACLA and the Contractor 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 work described herein.

IN WITNESS WHEREOF, HACLA and the Contractor 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

CONTRACTOR NAME

By: _____
(Signature of Person Authorized To Sign)

_____
(Printed Name of Person Authorized To Sign)

Title: _____

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Exhibit 1

SPECIFICATIONS AND CONTRACT FEES

[to be inserted]

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Exhibit 2

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
GENERAL CONDITIONS FOR PURCHASE OF GOODS
USING FEDERAL OR MIXED FUNDS EXCEEDING SMALL PURCHASE THRESHOLD

A. FEDERAL REQUIREMENTS

This federally funded procurement of Goods is subject to the following contract terms and conditions, including contract terms and conditions required by HUD's General Conditions for Non-Construction Contracts (HUD Form 5370-C, Section I (1/31/2027) ("HUD General Conditions")). In the event of a conflict between terms and conditions imposed by the HUD General Conditions and HACLA's terms and conditions, HUD's General Conditions will prevail, except where HUD's General Conditions conflict with state law, in which case state law will control.

1. Definitions.[10] The following definitions are applicable to the Contract:

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

(b) "Contract" means the contract entered into between HACLA and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.

(c) "Contractor" means the person or other entity entering into the contract with HACLA 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 U.S. Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Additional Definitions. (a) "Contract" additionally means HACLA's Invitation for Bids (IFB) issued for the purchase and delivery of the Goods and all exhibits and attachments thereto, Contractor's bid submitted in response to the IFB and all exhibits and attachments thereto, Contractor's Insurance Endorsements, Contractor's Economic Opportunity Plan, and these General Conditions.

(b) "General Conditions" or "General Conditions of Contract" means these General Conditions for the Purchase of Goods, including any exhibits and attachments attached hereto, which are specifically made

[10] HUD General Conditions, clause 1

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a part of these General Conditions by this reference.

3. Changes.[11] (a) HACLA 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, HACLA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if HACLA decides that the facts justify it, HACLA may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of HACLA.

4. Termination for Convenience and Default.[12] (a) HACLA may terminate the Contract in whole, or from time to time in part, for HACLA's convenience or the failure of the Contractor to fulfill the Contract obligations (default). HACLA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all Work affected (unless the notice directs otherwise); and (ii) deliver to HACLA all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process.

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

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the Contract (default), HACLA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by HACLA, any Work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, above; (ii) take over the Work and prosecute the same to completion by Contract or otherwise, and the Contractor shall be liable for any additional cost incurred by HACLA; or (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment,

[11] General Conditions clause 2
[12] General Conditions, clause 3

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as the case may be, of amounts owed to HACLA by the Contractor.

(d) If, after termination for failure to fulfill Contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of HACLA, and the Contractor shall been entitled to payment as described in paragraph (b) above.

5. 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.

6. Contract Termination; Debarment[13]. A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

7. Examination and Retention of Contractor's Records.[14] (a) HACLA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to: (i) appeals under the clause titled Disputes; (ii) litigation or settlement of claims arising from the performance of this contract; or, (iii) costs and expenses of this contract to which HACLA, 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.

8. Rights to Data.[15] HACLA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

9. Disputes.[16] (a) All disputes arising under or relating to this contract, *except for disputes arising under*

[13] General Conditions, clause 8
[14] General Conditions, clause 4
[15] General Conditions, clause 5
[16] General Conditions, clause 7

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clauses contained in Section III, Labor Standards Provisions[17], including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

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

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

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

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of HACLA.

10. Assignment of Contract.[18] The Contractor shall not assign or transfer any interest in the Contract; except that claims for monies due or to become due from HACLA under the Contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, the Contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by HACLA.

11. Certificate and Release.[19] Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to HACLA a certificate and release, in a form acceptable to HACLA, of all claims against HACLA by the Contractor under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

12. Organizational Conflicts of Interest.[20] (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of Work under the Contract and a Contractor's

[17] As of January 2015, there is no such form as 5370-C Section III, Labor Standards Provisions. Assume reference is to 5370-C, Section II, Labor Standard Provisions for all Maintenance Contracts greater than $2,000, which is not applicable to this contract for goods.
[18] General Conditions, clause 9
[19] General Conditions, clause 10
[20] General Conditions, clause 11

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organizational, financial, contractual or other interests are such that: (1) award of the Contract may result in an unfair competitive advantage; or (2) the Contractor's objectivity in performing the Contract Work may be impaired.

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

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

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

13. Inspection and Acceptance.[21] (a) HACLA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if HACLA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to HACLA within 7 days of notification or a later date if extended by HACLA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, HACLA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

14. Dissemination or Disclosure of Information.[22] No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by HACLA.

15. Contractor's Status.[23] It is understood that the Contractor is an independent contractor and is not

[21] General Conditions, clause 12
[22] General Conditions, clause 17
[23] General Conditions, clause 18

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to be considered an employee of HACLA, or assume any right, privilege or duties of an employee, and shall save harmless HACLA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of HACLA in connection with this Agreement.

16. Other Contractors.[24] HACLA may undertake or award other contracts for additional work at or near the site(s) of the Work under the Contract. The contractor shall fully cooperate with the other contractors and with HACLA and HUD employees and shall carefully adapt scheduling and performing the Work under the Contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HACLA employee.

17. Prohibition against Liens.[25] The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

18. General Indemnification. (a) The Contractor 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 Contractor contained in this Contract; (ii) any breach of any covenant or other obligation or duty of the Contractor under this Contract or under applicable law; and/or (iii) any acts or omissions by Contractor or subcontractor of any tier, in each case whether or not caused by the negligence of HACLA or any other Indemnified Party, and whether or not the relevant claim has merit. This indemnification provision shall not apply to any claims resulting solely from the gross negligence or willful misconduct of HACLA, HACLA's officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries, and related 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 Contractor'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 Contractor 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.

[24] General Conditions, clause 19
[25] General Conditions, clause 20

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19. Energy Efficiency.[26] The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the Work under the Contract is performed.

20. Clean Air and Water.[27] 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.

21. Procurement of Recovered Materials.[28] (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

22. Interest of Members of Congress.[29] 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 the Contract or to any benefit to arise there from, but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.

23. Interest of Members, Officers, or Employees and Former.[30] No member, officer, or employee of HACLA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which HACLA 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,

[26] General Conditions, clause 6
[27] 2 CFR Part 200, Appendix II] (Contracts in Excess of $350,000)
[28] General Conditions, clause 23
[29] General Conditions, clause 13
[30] General Conditions, clause 14

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or for one year thereafter, have any interest, direct or indirect, in the Contract or the proceeds thereof.

24. Limitation on Payments to Influence Certain Federal Transactions.[31] (a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following Federal actions: (i) The awarding of any Federal contract; (ii) The making of any Federal grant; (iii) The making of any Federal loan; (iv) The entering into of any cooperative agreement; and, (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

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

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

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

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

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

[31] General Conditions, clause 15

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

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

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

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

(d) The following agency and legislative liaison activities are permitted where

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they are prior to formal solicitation of any covered Federal action:

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

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

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

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

(2) Professional and technical services.

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

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

(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)(1) and (2) 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

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characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

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

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

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

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

25. Minority/Women's Business Enterprises. The Contractor shall make a good-faith effort to assist HACLA in meeting its anticipated levels of participation for minority business enterprises ("MBEs") and women's business enterprises ("WBEs") in HACLA's contracts. It is the policy of HACLA that minority business enterprises and women's business enterprises shall have maximum opportunity to participate in the performance of this Contract. The Contractor agrees to assist HACLA in meeting its anticipated levels of participation by conducting outreach to MBEs and WBEs to ensure that these businesses have the maximum opportunity to compete for, and perform in, the Contract.

26. Equal Employment Opportunity.[32] During the performance of the Contract, the Contractor agrees as follows:

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

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

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

[32] General Conditions, clause 16

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

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

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

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, the Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

27. Performance Evaluation. All multi-year contracts are subject to annual performance reviews; contracts of one year or less may be subject to performance reviews. Performance evaluations are performed in accordance with the applicable Contractor Evaluation Form, copies of which are available at www.hacla.org/forms. Contractor understands and agrees that HACLA may rely upon completed Contractor Evaluation Forms in assessing Contractor's qualifications, responsibility and ability to perform on future contracting opportunities with HACLA and that an over-all assessment of "Unsatisfactory" may

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result in Contractor's disqualification or debarment from future contracting opportunities with HACLA.

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

29. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135).[33] (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) [Service Provider] agrees to send to each labor organization or representative of workers with which [Service Provider] has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of [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) [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. [Service Provider] will not subcontract with any subcontractor where [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

[33] HUD Form 5370-C, Section I, Clause 22

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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.

30. Domestic preferences for procurements.[34] In the performance of this Contract, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts. For purposes of this section:

1."Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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[34] 2 CFR 200.322

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Exhibit 3

INSURANCE DOCUMENTATION

(attached if applicable)

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Exhibit 4

SECTION 3 DOCUMENTATION

(attached)

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Exhibit 5

CERTIFICATION OF PRODUCT COMPLIANCE WITH THE BUILD AMERICA, BUY AMERICA ACT

(attached)

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