



HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

2600 Wilshire Boulevard • Los Angeles, California 90057 • (213) 252-2500
TTY (213) 252-5313

1/14/2021

SUBJECT: RFP HA-2021-18-CARES BULK SCANNING SERVICES

Ladies and Gentlemen:

The Housing Authority of the City of Los Angeles (the "Authority" and sometimes "HACLA") invites all interested and qualified parties to submit proposals to provide document conversion (scanning) services compatible with the Authority's Electronic Document Management System, OnBase by Hyland Software, and related document destruction services.

The Scope of Services and Instructions for preparing proposals are contained in the RFP, which is available on the Los Angeles Business Assistance Virtual Network (LABAVN), a free service provided by the City of Los Angeles and the Mayor's Office of Economic Development at www.labavn.org. **To access the LABAVN listing of the Authority's procurement opportunities, you will need to register at www.labavn.org. If you do not register at www.labavn.org, you will not receive notification of any Addenda that may be issued.**

No pre-proposal conference will be held for this RFP due to COVID-19 restrictions. Proposals must be received at 2600 Wilshire Blvd., Los Angeles, CA 90057 no later than 2:00 p.m. PST on **February 17, 2021**. Proposals may be hand delivered by contacting the Contract Administrator listed below, who will coordinate the delivery with building security. Proposals may also be delivered by private express delivery service (UPS, FedEx, OnTrac, FastTrak or any other commercial carrier with real time tracking and delivery) or U.S. Postal Service.

Please contact Swan Lam, Contract Administration Manager at (213)-252-1895 or by email at Swan.Lam@hacla.org. if you have questions concerning this solicitation. Your interest and participation are greatly appreciated.

Sincerely,

Marlene Garza,
Chief Administrative Officer



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

**2600 Wilshire Blvd.
Los Angeles, CA 90057**

BULK SCANNING SERVICES

IMPORTANT DATES

Issue Date:	1/14/2021	
Last Date For Written Questions: (In-lieu of pre-proposal conference)	1/27/2021	
Deadline for Submission:	2/17/2021	10:00 a.m.

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
REQUEST FOR PROPOSALS**

Table of Contents

I. INTRODUCTION.....1

 A. Purpose.....1

 B. Profile.....1

 C. Project Background.....1

II. GENERAL INFORMATION..... 2

 A. Contract Administrator.....2

 B. General Qualifications3

 C. General Instructions3

 1. Supplemental Instructions3

 2. Minimum Acceptance Period.....3

 3. No Pre-proposal Conference; Submission of Written Questions.....3

 4. RFP Addenda.....3

 5. Submittal Instructions4

 6. Pre-contractual Expenses4

 7. Subcontracting4

 8. No Commitment to Award4

 9. Joint Offers Not Accepted.....5

 10. Proposed Contract5

 11. Bid Protests (COVID)5

 12. Notice Regarding Disclosure of Proposal Contents5

 13. Insurance Requirements5

 14. Vendor Registration.....6

 15. Workforce Profile.....6

 16. Disclosure of Lobbying Activities6

 17. Information About Other Procurement Opportunities6

 18. Procurement Policy7

 19. City Minimum Wage Ordinance.....7

III. PROPOSAL FORMAT AND CONTENT..... 7

 A. Presentation.....7

 B. Proposal Content7

 1. Transmittal Letter/Introduction.....7

 2. Table of Contents.....8

 3. **Qualifications and Experience**8

 5. **Work Plan Methodology**.....9

6.	Price	9
7.	HUD Act of 1968 (Section 3) Applicability and Compliance	9
7.	Diversity Outreach Requirements	10
8.	Exceptions and Deviations	10
9.	Appendices	11
IV.	PROPOSAL EVALUATION AND CONTRACT AWARD	11
A.	Evaluation Panel	11
B.	Evaluation Criteria	11
C.	Negotiations	11
D.	Contract Award	12
V.	EXHIBITS LIST	12

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

- A Scope of Services (including its Attachment A)
- [B] Proposal Price/Cost Form**
- [C-1] Service Provider Responsibility Questionnaire**
- [C-2] Questionnaire for Document Scanning Providers**
- [C-3] Facility Checklist**
- [C-4] Project Experience form**
- [D] Declaration of Compliance with Vendor Diversity Outreach Requirements (and proof of advertisement if applicable)**
- [E] Equal Employment Opportunity Certification**
- [F] Affirmative Action Program Certification**
- [G] Workforce Profile**
- [H] Section 3 Documents**
 - Form 1: Declaration of Understanding and Intent to Comply with Section 3 Requirements**
 - Form 2: Section 3 Business Concern Certification**
 - Form 4: Section 3 Economic Opportunity Plan (EOP)**
- [I] List of Subcontractors (if applicable)**
- [J] Certification of Payments to Influence Federal Transactions (HUD Form 50071)**
- K Instructions to Offerors (Non-Construction) (HUD Form 5369-B)
- L Proposed Contract (in draft form)

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
REQUEST FOR PROPOSALS**

I. INTRODUCTION

A. Purpose

The Housing Authority of the City of Los Angeles (the “Authority” and sometimes “HACLA”) issues this Request for Proposals (“RFP”) to procure document conversion/digitizing(scanning) and related document destruction services as described more fully in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference (“Services”).

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

The Authority intends to award a single contract for these Services, with a proposed contract term of one-year with four one-year options, for a total contracting period of up to five years. Service Provider qualification requirements and the Authority’s criteria for contract award are set forth herein.

B. Profile

The Authority 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. The Authority 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.

The Authority’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 the Authority’s public housing units, and other public (federal and non-federal) and private sources. The Authority’s annual budget exceeds \$1 billion.

C. Project Background

The Authority is currently comprised of various departments and units including Section 8, Housing Services (Public Housing), Asset Management, Development Services, Human Resources, Finance, General Services, Legal, Information Technology, Strategic Initiatives, Workforce Development, and Executive.

The Authority’s non-digitized records (“HACLA-Records”) are comprised of various record sizes and types. A majority of the paper records are sized 8½” x 11” and 11” x 17”, and include black/white and colored images and a mix of single-sided and double-sided pages. HACLA-Records also include large format documents (up to 42”), drawings and plan rolls that vary in size from under an inch to 12” or more in diameter and photographs and archived records stored on microfiche and microfilm. Most HACLA-Records are in good condition.

The bulk of HACLA-Records to be scanned are stored at the centralized High Density File Room (“File Room”) located at the Authority’s main office at 2600 Wilshire Boulevard, Los Angeles, California; the remainder are stored at other Authority sites located within the greater Los Angeles area. Additional

details concerning the estimated number of records and addresses of locations where records are stored are listed at Attachment A (Sites and Records Survey Information) of the Scope of Services.

Since 2011, Authority staff have scanned a limited number of HACLA-Records related to the Housing Choice Voucher program into the OnBase Hyland solution, which is the Authority's Electronic Document Management System ("EDMS"). The primary objective of requesting the Services is to scan and convert primarily "back-files" and inactive records into digital images for quick retrieval, reference, and future destruction. Completion of these activities will reduce the current office area required for paper file storage and allow Authority staff to focus on scanning incoming HACLA-Records and other activities. Ultimately, this initiative will help expedite the Authority's goal of achieving a near paperless working environment.

Paper HACLA-Records are predominately sizes 8 ½" x 11" and 11" x 17". Paper HACLA-Records contain a mix of single-sided and double-sided pages, and black and white and colored pages. A majority of the paper HACLA-Records are in good condition. Archival documents are more than thirty years old. Many of the paper HACLA-Records contain paperclips, binder clips, staples and Post-it notes; many paper HACLA-Records are affixed to folders with two-hole prong fasteners or affixed in three-hole binders. Some of the paper HACLA-Records are stored loose within a file or red-well pocket and some are folded rather than flat. All known details concerning HACLA-Records are included at Attachment A of the Scope of Services.

The Authority contemplates a majority of HACLA-Records delivered to service provider for scanning will be authorized for destruction by service provider in accordance with this Scope. Service provider pricing is requested for both post-scanning destruction of HACLA-Records and post-scanning return of HACLA-Records to the department of origin or as otherwise directed.

The duration of this scanning conversion project will depend upon each department's readiness to provide its inactive files for scanning on a timeline that does not negatively impact daily program operations. The Authority makes no guarantees on the number of files or pages that will be transmitted for scanning during the life of the project. Attachment A of the Scope of Services provides the estimated volume of HACLA-Records and the current project readiness of each department.

Due to space limitations, the Authority requires scheduled batch pick-ups at the Authority's sites for Service Provider's transport to a nearby scanning facility for document preparation, scanning, quality control conversion processing and destruction.

II. GENERAL INFORMATION

A. Contract Administrator

The Contract Administrator for this RFP is Swan Lam whose contact information is provided below:

Housing Authority of the City of Los Angeles
General Services Department
Attn: Swan Lam, Contract Administration Manager
2600 Wilshire Boulevard, 4th floor
Los Angeles, California, 90057
Phone: (213) 252-1895
Email: Swan.Lam@hacla.org.

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

B. General Qualifications

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

C. General Instructions

1. Supplemental Instructions

The instructions set forth herein are in addition to and supplement the instructions set forth at Instructions to Offerors (Non-Construction) (HUD Form 5369-B), attached hereto as Exhibit K. In the event of a conflict between the Instructions set forth herein and the requirements of HUD Form 5369-B, the requirements of HUD Form 5369-B shall control.

2. Minimum Acceptance Period

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

3. No Pre-proposal Conference; Submission of Written Questions

Please be advised that due to the outbreak of the novel coronavirus (COVID-19) and to help prevent its spread, the Authority’s offices are now closed to walk-in traffic until further notice. This decision follows recent orders issued for the State of California by Governor Newsom, the City of Los Angeles by Mayor Garcetti, and Federal, County and City of Los Angeles public health officials. A pre-proposal conference will not be conducted for this RFP. Instead, the time customarily allotted for the receipt of written questions has been extended. The Authority will respond to relevant written questions by issuance of an Addendum to this RFP, which will be posted on www.labavn.org. (See next section)

Questions regarding this RFP **must** be submitted electronically (i.e., via email) and received by Swan Lam, Contract Administration Manager, at Swan.Lam@hacla.org on **1/27/2021**. The Authority is not obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above. The Authority will only respond to questions that are relevant to the RFP and will result in greater clarity for all providers.

4. RFP Addenda

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

If addenda are issued, provider transmittal letters must include a statement

acknowledging receipt of the addenda.

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

5. Submittal Instructions

Proposals must be received at 2600 Wilshire Blvd., Los Angeles, CA 90057 no later than 10:00 a.m. PST on 2/17/2021. The Authority's offices are closed due to COVID-19 restrictions. Proposals may be hand delivered by contacting the Contract Administrator, who will coordinate the delivery with building security. Proposals may also be delivered by private express delivery service (UPS, FedEx, OnTrac, FastTrak or any other commercial carrier with real time tracking and delivery) or U.S. Postal Service. Proposals submitted after the Submittal Due Date may, at the sole discretion of the Authority, be rejected as non-responsive and returned without review. Providers are advised to take into account delivery delays attributable to COVID-19 in ensuring their proposals are timely received. The Authority will not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service or other method of delivery used by providers.

All proposals shall be enclosed in a sealed package(s) plainly marked with the words **"Proposal Responding to RFP No. HA-2021-18-CARES; Do Not Open Until 10:00 a.m. on 2/17/2021."**

One original copy of the proposal shall be submitted, as well as **one readable CD-ROM disk or USB flash drive** of the proposal. **Providers are responsible for ensuring disks or drives are readable. The Authority, at its sole discretion, may reject proposals submitted with unreadable disks or drives as non-responsive.**

6. Pre-contractual Expenses

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

7. Subcontracting

Providers are required to identify all proposed subcontractors on the List of Subcontractors attached hereto as Exhibit I. The proposed contract provides the selected provider is prohibited from subcontracting any aspect of the Services during the contract period and any agreed upon extensions unless expressly permitted by the Authority by executed contract amendment.

8. No Commitment to Award

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

9. Joint Offers Not Accepted

The Authority intends to contract with a single business and not with multiple providers doing business as a joint venture.

10. Proposed Contract

The Service Providers selected for contract award through this RFP will be required to enter into a written contract with the Authority. The contract attached hereto as Exhibit L is the agreement proposed for execution (the "Proposed Contract"). The Proposed Contract will be modified to incorporate the necessary elements of the successful Service Provider's proposal, including provider's offer or the outcome of contract negotiations, if any, and to incorporate other pertinent contract terms and conditions including those required to comply with applicable Federal and/or State laws and regulations.

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

11. Bid Protests (COVID)

Protests shall be submitted and resolved in accordance with the Authority's Procedures for Competitive Solicitation Protests, which may be viewed at the Authority's Doing Business page at www.hacla.org/business. Protests must be in writing and directed to the attention of the Contract Administrator. While the Authority's offices remain closed due to COVID-19 restrictions, protests may be hand delivered by contacting the Contract Administrator, who will coordinate the delivery with building security, or delivered by private express delivery service (UPS, FedEx, OnTrac, FastTrak or any other commercial carrier with real time tracking and delivery) or U.S. Postal Service.

12. Notice Regarding Disclosure of Proposal Contents

All proposals received by the Authority will become the property of the Authority and be considered "public records" as defined by Government Code section 6252 of the California Public Records Act (Government Code section 6250 et. seq.). After contract award, all proposals are subject to public inspection and/or copying except as provided herein. Exception is made for providers' submitted Service Provider Responsibility Questionnaire, which is marked as "Confidential." The Authority'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.

13. Insurance Requirements

The insurance coverages and amounts required for the Services are:

Workers' Compensation (statutory)/Employer's Liability (the Authority as a certificate holder and no exclusions for lead or asbestos)	\$1,000,000
Comprehensive General Liability (the Authority as an additional insured)	\$1,000,000

(X) Premises and Operations (X) Contractual Liability, Oral and Written (X) Independent Contractors (X) Products/Completed Operations (X) Broad Form Property Damage Incl. Completed Operations (X) Personal Injury, Excl. C, deleted (X) Broad Form Liability Endorsement (X) Fire Legal Liability	
Automobile Liability (the Authority an additional insured) (X) Owned Automobiles (X) Non-Owned/Hired Automobiles	\$500,000
Errors and Omissions (Professional Liability) (the Authority as a certificate holder)	\$1,000,000
Cybersecurity	\$1,000,000

Additional requirements concerning insurance coverages are set forth in the Contractual Requirements for Insurance, which may be viewed at the Authority’s Forms, Documents and Policies page at www.hacla.org/forms. Providers are required to submit proof of insurance with their proposals. Service Providers awarded Contracts will be required to provide Certificates of Insurance and endorsements naming the Authority as an additional insured party prior to contract execution, or within 10 days of the Authority’s request, whichever is sooner.

14. Vendor Registration

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

15. Workforce Profile

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

16. Disclosure of Lobbying Activities

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

17. Information About Other Procurement Opportunities

Information about other procurement opportunities currently open for response at the Authority can be obtained by visiting the Authority’s website at www.hacla.org/opensolicitations and by accessing the Los Angeles Business Assistance Virtual Network (LABAVN), a service provided by the City of Los Angeles and the Mayor’s Office of Economic Development, at www.labavn.org. Access requires registration, which is free.

18. Procurement Policy

All procurement activities of the Authority are conducted in accordance with the Authority'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. The Authority's Procurement Policy may be viewed at the Authority's Forms, Documents and Policies page at www.hacla.org/forms.

19. City Minimum Wage Ordinance.

Perspective Service Providers are advised that employees working at least 2 hours in a particular week within the City of Los Angeles are entitled to payment of the applicable minimum wage under the City of Los Angeles Minimum Wage Ordinance ("MWO"). As of July 1, 2020, the base minimum wage for employers with 26 or more employees is \$15.00, while the base rate for employers with 25 or fewer employees is \$14.25. As of July 1, 2021, the base rate for all employers is \$15.00. Some businesses are eligible for exemption or deferral. The Authority expects its contractors to anticipate the cost of compliance (including programmed annual wage increases) in their proposed pricing. Service Providers are responsible for determining the extent to which the MWO is applicable, and for remaining well-informed of any changes to the MWO that may affect employee compensation. For more information on the MWO, visit <https://wagesla.lacity.org/>.

III. PROPOSAL FORMAT AND CONTENT

A. Presentation

Proposals should be type-written and submitted in 8-1/2" x 11" size, using a simple method of fastening. Proposals should not include any unnecessarily elaborate or promotional material. See the Submittal Instructions in the prior section for other presentation requirements.

B. Proposal Content

1. Transmittal Letter/Introduction

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

- (a) The name of the business, and its mailing address and telephone number;
- (b) The name, title and contact information (email address and telephone number) for the provider's primary contact person;
- (c) A statement to the effect that the proposal will remain valid for a period of not less than 120 days from the due date for proposals (see Minimum Acceptance Period above);
- (d) A statement that the business is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency; and
- (e) If applicable, a statement acknowledging receipt of any addenda issued for this RFP.

2. Table of Contents

Proposals must include a complete table of contents for material included in the proposal. The Table of Contents should appear immediately following the Transmittal Letter/Introduction, and tabs should be inserted to separate the following sections.

3. Qualifications and Experience

Overview: The Authority awards Contracts only to responsible prospective Service Providers who are qualified to perform the Contract and are in good standing with the Authority, and where required, in good standing with the California Secretary of State's Office. A responsible Service Provider is one who meets the following standards: (i) a satisfactory record of business integrity and has demonstrated the attribute of trustworthiness; (ii) adequate financial resources, or the ability to obtain such resources as required during performance of the contract; (iii) able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments; (iv) has a satisfactory record of performance; (v) is otherwise qualified and eligible to receive an award under applicable laws and regulations; (vi) has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them; and (vii) has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them. Service Provider responsibility is evaluated by examination of a variety of resources, including but not limited to Service Provider's proposal, responses to the Service Provider Responsibility Questionnaire attached as Exhibit C-1 and vendor registration documents, state and federal lists of debarred, suspended or ineligible businesses or individuals, commercial credit rating reports, references, and documented past performance on Authority contracts.

Please furnish the following information regarding the business:

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

(b) Describe the business's most noteworthy qualifications for providing the required services to the Authority. Describe previous experience performing work that is similar in nature and scope to the subject Services, including previous or ongoing work performed for the Authority or other public agencies. Specifically highlight qualifications that distinguish the business from other businesses that provide similar services.

HACLA requires that interested Providers demonstrate at least **five years** prior experience providing scanning services similar to the scope and type of Services contemplated herein. Projects should date back to at least **December 2015** to demonstrate five years' experience. Preference will be given to businesses that can demonstrate prior experience (i) scanning records for public agency clients, (ii) preparing scanned images for client import directly into Hyland OnBase, and (iii) handling records containing PII and Sensitive Information.

The Authority will consider completed Service Provider Responsibility Questionnaires (Exhibit C-1), Questionnaires for Document Scanning Providers (Exhibit C-2), Facility Checklists (Exhibit C-3) and Project Experience Forms (Exhibit C-4) when evaluating qualifications and experience.

4. **Proposed Staffing**

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

Furnish the following information for the business:

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

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

The Authority will consider completed Questionnaires for Document Scanning Providers (Exhibit C-2) and Project Experience Forms (Exhibit C-4) when evaluating proposed staffing.

5. **Work Plan Methodology**

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

The Authority will consider completed Questionnaires for Document Scanning Providers (Exhibit C-2), Facility Checklists (Exhibit C-3) and Project Experience Forms (Exhibit C-4) when evaluating work plan methodology. Proposers may include any additional information proposer would like the Authority to consider when evaluating its ability to meet requirements and/or its plan for accomplishing the specified work.

6. **Price**

Overview: This section discloses provider's price(s) to perform the Services as well as its price(s) for additional Services, and conditions that may result in an increase in prices during the contract term. All prices quoted must be fully-burdened (i.e., direct labor + overhead + profit) and all-inclusive of all items, services and costs that the provider needs to complete the Services (e.g., tools, equipment, materials, insurance, licensing, bonding, etc.). Quoted prices will be evaluated to determine whether they are necessary and reasonable for the conduct of the proposed contract, reflect a clear understanding of the requirements, and are consistent with the methods of performance described in the proposal.

Complete and submit the Proposal Price Form at Exhibit B.

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

Overview: The Services performed hereunder has been determined by the Authority to be subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968 ("Section 3"). The purpose of Section 3 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low- income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons.

In order to realize the goals of and ensure compliance with Section 3, the Authority has adopted a Section 3 Guide and Compliance Plan (the "Section 3 Plan"). The purpose of the Section 3 Plan is to assist providers in understanding their Section 3 obligations so that they can be successful in meeting their Section 3 responsibilities and obligations. The Section 3 Plan is available for viewing at www.hacla.org/forms.

Providers must complete, date, execute and submit with its proposal the applicable Section 3 forms, which are attached hereto as Exhibit H. Fillable versions of these forms are also available for downloading at www.hacla.org/forms.

(a) Declaration of Understanding and Intent to Comply with Section 3 Requirements (Form 1). Providers must complete and return this form.

(b) Section 3 Business Concern Certification (Form 2). Providers must complete and return this form. This form requires the provider to check the box that matches the eligibility criteria and, if claiming Section 3 Business Concern status by ownership or workforce composition, provide supporting documentation.

(c) Section 3 Economic Opportunity Plan (EOP)(Form 4). Providers must complete and return this form. The EOP shall clearly identify the new hire commitments. Should hiring not be feasible, the provider must commit to providing other economic opportunities, such as internships, scholarships, or other programs designed to assist low income individuals with their educational or career goals. Failure to submit an EOP may render the proposal non-responsive and ineligible for Contract award. The winning provider's EOP is incorporated into the Contract.

(d) Additional Section 3 Requirements. The provider awarded the Contract will also be required to consult with the Authority's Section 3 Compliance Administrator concerning ongoing compliance responsibilities, including completion and submittal of a Section 3 Compliance Summary Report (Form 5) and the Section 3 Job Order Form (Form 6), which are also available for downloading in fillable format at www.hacla.org/forms.

7. Diversity Outreach Requirements

Overview: It is the policy of the Authority to utilize Minority Business Enterprises (MBEs), Women's Business Enterprises (WBEs) and Labor Surplus Area Businesses (collectively, MBE/WBE/LSA) to the extent possible.

(a) Providers are required to make sufficient "good-faith" efforts to help the Authority 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 providers are required to complete and submit with their proposals the Declaration of Compliance with Vendor Diversity Outreach Requirements, attached hereto as Exhibit D, which documents outreach efforts.

8. Exceptions and Deviations

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

9. Appendices

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

- (a) Resumes for all Key Personnel identified in the Proposed Staffing section.
- (b) Proof of insurance. See Insurance Requirements section above for coverage details.
- (c) Any additional information the provider deems essential to a proper evaluation of the proposal, which is not included in any of the foregoing sections. Providers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief.

IV. PROPOSAL EVALUATION AND CONTRACT AWARD

A. Evaluation Panel

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

B. Evaluation Criteria

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

- 1. Qualifications and Experience **(25 pts)**
- 2. Proposed Staffing **(15 pts)**
- 3. Work Plan Methodology **(25 pts)**
- 4. Price (based on all Billing Rates) **(25 pts)**
- 5. Section 3 **(7 pts)**
- 6. Diversity Outreach **(3 pts)**

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

C. Negotiations

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

factors specified in this RFP.

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

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

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

D. Contract Award

The Authority intends to award a single, multi-year contract as the result of this RFP. A contract will be awarded to the proposer whose proposal is determined the Best Value, which is generally defined by the Authority's Procurement Policy as offering the most advantageous value to the Authority. Contracts valued in excess of \$250,000 are required to be approved by the Authority's Board of Commissioners at a noticed, public meeting unless otherwise authorized by the Board of Commissioners.

V. EXHIBITS LIST

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

- A Scope of Services (including its Attachment A)
- [B] Proposal Price/Cost Form**
- [C-1] Service Provider Responsibility Questionnaire**
- [C-2] Questionnaire for Document Scanning Providers**
- [C-3] Facility Checklist**
- [C-4] Project Experience form**
- [D] Declaration of Compliance with Vendor Diversity Outreach Requirements (and proof of advertisement if applicable)**
- [E] Equal Employment Opportunity Certification**
- [F] Affirmative Action Program Certification**
- [G] Workforce Profile**
- [H] Section 3 Documents**
 - Form 1: Declaration of Understanding and Intent to Comply with Section 3 Requirements**
 - Form 2: Section 3 Business Concern Certification**
 - Form 4: Section 3 Economic Opportunity Plan (EOP)**

- [I] **List of Subcontractors (if applicable)**
- [J] **Certification of Payments to Influence Federal Transactions (HUD Form 50071)**
- K Instructions to Offerors (Non-Construction) (HUD Form 5369-B)
- L Proposed Contract (in draft form)

Exhibit A

SCOPE OF SERVICES FOR BULK SCANNING PROJECT

The Housing Authority of the City of Los Angeles (HACLA) invites all interested and qualified parties to submit proposals to provide document conversion/digitizing (scanning) services compatible with the Authority's Electronic Document Management System, OnBase by Hyland Software.

For purposes of this project and the related Contract, the records to be scanned by Service Provider as provided herein will be referred to collectively as "HACLA-Records."

GENERAL REQUIREMENTS

A. Test Run. Service Provider shall provide a test run before commencing the project. HACLA and Service Provider agree to cooperate to determine the appropriate test sample size. Service Provider shall not commence Services until HACLA has approved and signed off on the quality and job performance of the test run. HACLA reserves the right to conduct periodic additional testing to ensure the agreed upon standards and requirements are continually met.

B. Document Pickup. HACLA-Records will be boxed for Service Provider's pickup and transport; a majority will be stored in banker boxes with lift-off lids. Each storage box will be labeled with a unique file name specified by HACLA staff ("Unique Box Identifier"); each file within each box will be labeled with a unique file name specified by HACLA staff ("Unique File Identifier"). HACLA and the successful Service Provider will coordinate scheduled dates and times for HACLA-Records pick-up and return. Pickup locations are identified at Attachment A (Sites and Records Survey Information). Pickup times will be scheduled between 8:00 a.m. and 4:00 p.m. weekdays, excluding holidays. Service Provider shall provide a receipt as proof of pick-up ("Pickup Slip"), which shall be mutually signed by Service Provider's and HACLA's staff at the time of transfer. Service Provider accepts responsibility for the safety and security of HACLA-Records upon receipt.

C. Document Transport. Service Provider shall utilize vehicles designed for the transportation of storage records when transporting HACLA-Records. Such vehicles shall be equipped with a fire extinguisher, and shall have the appropriate security (anti-theft) features and be secured at all times while at delivery and pick up locations and during transport to Service Provider's facility.

D. Turnaround Time. "Turnaround time" as used herein refers to the time it takes for Service Provider to pick up, scan and return HACLA-Records. HACLA and Service Provider will negotiate the turnaround times applicable to this project during the Best and Final Offer process.

E. Destruction of Records. HACLA contemplates a majority of scanned HACLA-Records will be authorized for post-scanning destruction by Service Provider. HACLA-Records shall only be destroyed with HACLA's written authorization. Destruction shall be performed by shredding or incineration. Service Provider shall ensure chain of custody and confidentiality of all destroyed records throughout the destruction process. Service Provider shall provide a certificate of destruction with each invoice. The certificate shall identify the boxes destroyed by the Unique Box Identifier if the entire contents of a box are destroyed; HACLA-Records ordered destroyed that are not contained within a box shall be identified by the Unique File Identifier. The certificate shall certify that Service Provider maintained chain of custody for all documents/media were destroyed and that appropriate precautions were taken to prevent any unauthorized access to the documents/media destroyed. During the Best and Final Offer process, HACLA and Service Provider will negotiate the manner in which HACLA-Records will be identified and authorized for destruction, and the form of the post-destruction certification to be provided by Service

Provider.

F. Return of Records in Lieu of Destruction. Unless otherwise specified by the requestor, HACLA-Records designated for return rather than destruction shall be returned by Service Provider to their originating locations between 8:00 a.m. and 4:00 p.m. weekdays, excluding holidays. Service Provider shall provide a “return slip” as proof of return of HACLA-Records, which shall be mutually signed by Service Provider’s and HACLA’s staff at the time of transfer. HACLA-Records shall be returned in their original boxes unless otherwise agreed; Service Provider shall clearly mark each box on the outside: “Scan Completed on [insert date].” Any boxes that have been damaged or are no longer secure for transporting records safely and securely shall be replaced by Service Provider at no cost to HACLA. Replacement boxes shall be labeled with the appropriate Unique Box Identifier.

G. Post-Scan Reassembly. For purposes of this project and the related Contract, “Post-Scan Reassembly” requires that unless otherwise specified, HACLA-Records ordered returned rather than destroyed shall be returned in the exact order/method of attachment as when the records were delivered to Service Provider for scanning, including re-affixing paper clips, filing prongs, post-its and other items removed during the scanning process unless otherwise agreed. HACLA does not require Post-Scan reassembly of HACLA-Records not designated for Post-Scan Reassembly. HACLA and Service Provider agree to cooperate to determine how and when HACLA-Records requiring Post-Scan Reassembly will be identified.

H. Tracking System. Service Provider shall maintain an automated inventory system to allow for the retrieval of any HACLA-Record received from HACLA. HACLA and Service Provider agree to cooperate to immediately resolve any discrepancies between HACLA’s inventory tracking records and Service Provider’s inventory tracking records.

I. Requested Access to Records. HACLA shall have access to all HACLA-Records outsourced for scanning. Service Provider shall respond to a written request from HACLA Staff for return of a HACLA-Record within one business day. HACLA’s request(s) will specify whether the requested HACLA-Record shall be delivered as an electronic copy or hard copy, or if the original of the record shall be returned to the requestor. Delivery times will be scheduled between 8:00 a.m. and 4:00 p.m. weekdays, excluding holidays.

J. Indexing Values. Each HACLA department will have index fields tailored to program and retrieval requirements; index fields may be alphanumeric (containing both letters and numbers). A majority of departments will require 4 to 6 index fields per program. Service Provider shall provide Indexing values and image information in XML and CSV or other agreed upon format (documentation and sample available upon request). Metadata Index Values should be included as part of the XML or CSV file.

K. Scanner. Scanners used for the project shall be calibrated and maintained using appropriate technical targets and procedures as defined by the manufacturer. Service Provider shall adjust manual image quality as needed to ensure clarity and quality and to avoid cut-offs or compression errors.

L. Scanning Preparation. Service Provider shall perform “Document Preparation” as necessary to scan HACLA-Records. For purposes of this project and the related Contract “Document Preparation” includes removing all staples, paperclips and binder clips, repairing all torn documents with non-reflective tape, straightening all folded documents and mounting any irregular size memorandum or receipt on standard 8 ½ “ x 11” paper and otherwise preparing the records for scanning.

M. Scanning Requirements. HACLA’s expectation is that Service Provider will reproduce HACLA-Records with an accuracy rate of no less than 99.5%. Service Provider is expected to visually inspect

each digital image and make quality adjustments as needed. The following specific requirements apply:

- Service Provider shall create electronic images that are identical to or functionally equal to the original of HACLA-Records by scanning at a minimum resolution of 300 dpi or higher.
- Scanned images shall be delivered to HACLA in a format that can be imported directly into Hyland OnBase, unless otherwise agreed, and shall include indexing and metadata. The images/records produced by Service Provider shall require no post processing by HACLA other than the importing of data into Hyland OnBase. Images are to be provided on an archival quality DVD that cannot be altered or changed.
- Optical Character Resolution (OCR) is to be selected only when the original HACLA-Record is in extremely poor condition and requires an OCR file to be created.
- Acceptable file formats are TIFF (Tagged Image File Format) files or PDF.
- Indexing values and image information shall be provided in XML and CSV or other agreed upon format (documentation and sample available upon request). Metadata Index Values should be included as part of the XML or CSV file.
- The entire content of each file shall be scanned in same order as appears in the file so that the reproduced image precisely mirrors the original file, including full printed pages, post-its and photo images.
- Records that are contained within divided folders shall be scanned to mirror the organization of the original record.
- All scanned images shall be accurately labeled and indexed.
- Color photo images shall be scanned in full color.
- Where necessary, records shall be duplexed when scanned to capture both front and back pages.
- Images shall be correctly oriented for viewing so that the reproduced image can be viewed without rotation.
- Where necessary, records shall be de-skewed and de-speckled. Blank pages, hole-punch images and black borders shall be removed. Service Provider shall utilize background suppression whenever the image will be enhanced by such processes.

N. Low Quality Images. A “Poor Quality” images are those that contain unreadable text or graphics. Service Provider is expected to enhance any Poor Quality images to the extent necessary to improve visual quality enough to produce a readable scanned image. If a Poor Quality image cannot be improved to benchmark specifications after two scanning attempts, Service Provider shall add an image reading “Poor Quality Original” to the defective image. The Weekly Report shall identify the files containing Poor Quality images, including the Unique Box Identifier, Unique File Identifier and the page number(s) within the digital file.

O. Scan Information Cover Sheet. Service Provider shall insert a Scan Information Cover Sheet to separate scanned HACLA-Records. The Scan Information Sheet shall include the Unique Box Identifier, Unique File Identifier, scan date, and total number of pages to be scanned. The Scan Information Sheet may be a bright colored paper that does not affect scan quality.

P. Quality Control; Corrections. HACLA will perform a quality assurance (QA) audit of images and associated indexing. Service Provider will be given reasonable time in which to correct unacceptable digital images and/or indices, which corrections shall be made at no additional cost to HACLA. The determination that an image or index is unacceptable is within HACLA’s sole discretion.

Q. Weekly Reports. Service Provider shall provide HACLA with weekly written progress reports (“Weekly Reports”) that include the following information, and any other data requested by HACLA:

- Number of boxes scanned each day
- Number of files scanned each day
- Number of pages scanned each day
- Number of rescans each day
- Number of files destroyed each day
- Number of document image rejected each day
- Negative trends and potential issues, with recommended fixes based on trend review
- Files containing Poor Quality images, including the Unique Box Identifier, Unique File Identifier and the page number(s) within the digital file
- Quality Control Information

R. Security. HACLA-Records represent vital records that are irreplaceable. Service Provider's facility shall provide a level of fire and theft protection that is consistent with industry standards, including current applicable fire safety standards of the National Fire Protection Association (NFPA). Service Provider shall ensure the security of any products, systems, and networks utilized to process HACLA-Records. HACLA reserves the right to negotiate specific security requirements applicable to the Service Provider based on Service Provider's responses to the Service Provider Questionnaire.

S. Confidentiality and Protection of PII and Sensitive Information. HACLA-Records contain Personally Identifiable Information (PII)¹ and Sensitive Information.² Service Provider shall follow the highest industry standards to protect such information against unauthorized use or disclosure, including, without limitation, complying with state and federal privacy laws. Service Provider shall not PII or Sensitive Information to any third party other than persons in Service Provider's direct employ or any subcontractors who have a need to have access to and knowledge of the Confidential Information solely for the purpose of carrying out Service Provider's contractual duties to HACLA. Service Provider shall take appropriate safeguard measures to ensure employees assigned to the project understand and agree to adhere to the obligations set forth in this section. HACLA reserves the right to negotiate specific confidentiality requirements applicable to the Service Provider based on Service Provider's responses to the Service Provider Questionnaire. Such negotiations, if necessary, will occur during the Best and Final Offer process.

¹ For purposes of this project and the related Contract, "Personally Identifiable Information" or "PII" is defined as any information collected, stored and/or disseminated in the performance of the Contract that permits the identity of an individual to be directly or indirectly inferred, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

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

ATTACHMENT A
SITES AND RECORDS SURVEY INFORMATION

Exhibit B

PROPOSAL PRICE FORM

Name of Business: _____

TABLE 1 – SCANNING DOCUMENTS - Price must include preparing and indexing records

Service	Format	Unit Cost	Unit Description	Volume Incentive	Optimal Turn - around Time (10000 units)	Notes
<i>Example: Scanning (black/white double-sided)</i>	8½" x 11"	\$0.054	<i>Per page</i>	<i>051 after 10,000 pages</i>	<i>10 business days</i>	
Scanning (black/white, single-sided)	8½" x 11"					
	8½" x 14"					
	11" x 17"					
Scanning (black/white, double-sided)	8½" x 11"					
	8½" x 14"					
	11" x 17"					
Scanning (color, single-sided)	8½" x 11"					
	8½" x 14"					
	11" x 17"					
Scanning (color, double-sided)	8½" x 11"					
	8½" x 14"					
	11" x 17"					

Name of Business: _____

TABLE 2 – SCANNING MISC.

Service	Format	Unit Cost	Unit Description	Volume Incentive	Optimal Turn - around Time	Notes
Large format documents black/white or colored	up to 42"					
Drawings / Plan rolls	Various					
Photograph (black/white)	Various					
Photograph (colored)	Various					
Microfiche	n/a					
Microfilm	n/a					

TABLE 3 – DESTRUCTION OF RECORDS

Service	Format	Unit Cost	Unit Description	Volume incentive	Notes
Destruction	Paper records				
Destruction	Photographs & media				

TABLE 4 – MISCELLANEOUS

Service	Format	Unit Cost	Unit Description	Volume incentive	Notes
Pickup/Delivery Fee					
Restoration					
Post-Scan Reassembly					

Proposers may supplement the foregoing Tables as needed to identify other fees/costs not identified above. All costs associated with providing the

Services described herein shall be identified within the proposal.

TERMS OF OFFER

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

Name of Business: _____

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

Exhibit C-1

SERVICE PROVIDER RESPONSIBILITY QUESTIONNAIRE

Name of Firm: _____

Business Address: _____

All proposers submitting proposals must include this completed Questionnaire.

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

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

Confidential: The Authority'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.

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

_____ Years

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Signature: _____

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

Exhibit C-2

QUESTIONNAIRE FOR DOCUMENT SCANNING PROVIDERS

Responses to this Questionnaire for Document Scanning Providers form will be used to evaluate Provider qualifications for providing Services. All Interested Providers must respond to the following questions/requests for information (RFI); responses must be identified with the corresponding RFI number. **Return your responses to this Questionnaire with your proposal.**

EQUIPMENT

1. Provide a list of equipment your company uses for scanning and media conversion from microfilm to scanned images. Include the make and model number of the equipment, how many of each and also the current version of scanning software being utilized. Please include a description of the proposed hardware platform, supporting peripheral equipment, software tools and backup and recovery system used by your company.

METHODOLOGY

2. Explain your company's process of creating TIFF images and indexing.
3. Explain your company's process for converting microfiche and microfilm images to scanned images. Is there any loss in quality when scanned images are created from microfiche and microfilm? If yes, what is the average percentage of loss in quality?
4. Please provide your company's procedures for tracking client records once they are picked up. What tracking system do you use and how is it implemented?
5. Describe the company's prior experience, if any, preparing client scanned images for import directly into Hyland OnBase.

STORAGE FACILITY

6. What is the physical address of the facility where the documents will be stored and scanned and media conversion services performed?
7. Does the facility comply with current applicable fire safety standards of the National Fire Protection Association (NFPA)?

TURNAROUND TIMES

8. Identify your company's proposed turnaround time for scanning 50,000 8 ½" x 11" documents, including prepping and indexing for conversion.
9. Identify your company's proposed turnaround time for scanning 50,000 8 ½" x 14" documents, including prepping and indexing for conversion.
10. Identify your company's proposed turnaround time for scanning 50,000 24" x 26" documents, including prepping and indexing conversion.

SECURITY MEASURES

11. Describe your company's approach for establishing employee accountability with respect to the security, confidentiality, care and integrity of client records. Include details such as whether your company performs employee background checks.
12. Describe your company's transportation of records procedures, including whether vehicles are equipped with a least one fire extinguisher and whether they are equipped with security (anti-theft) features.
13. Describe your company's process for destruction of documents and media and certification of the destruction process. Confirm that your company is capable of destroying documents and media on-site.
14. Describe how your company ensures protection of Personally Identifiable Information (PII)³ and Sensitive Information⁴ contained in client records from unauthorized use or disclosure.
15. Describe your company's disaster and recovery plan for catastrophic occurrences, including but not limited to earthquake, flood, fire, etc. In lieu of a written response to this RFI, you may attach a copy of your company's written disaster and recovery plan.

KEY PERSONNEL

16. HACLA requires the successful Contractor appoint an account representative who will serve as HACLA's single point of contact to ensure a high level of responsiveness to the HACLA's needs. Identify the person who would serve in that capacity on behalf of your company, and explain their credentials. Also identify a backup contact person who will be available in the account representative's absence and explain their credentials.

³ For purposes of this project and the related Contract, "Personally Identifiable Information" or "PII" is defined as any information collected, stored and/or disseminated in the performance of the Contract that permits the identity of an individual to be directly or indirectly inferred, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

⁴ For purposes of this project and the related Contract, "Sensitive Information" is defined as any information (not including PII) the loss, misuse, or unauthorized access to or modification of which could adversely affect the interest or the conduct of HACLA's programs, or the privacy to which individuals are entitled under state and federal privacy laws and regulations.

Exhibit C-3

FACILITY CHECKLIST

Please respond to the following inquiries concerning the general condition of the facility where HACLA's records will be stored. As used in this checklist, "records" refers to HACLA's records and "boxes" refers to any boxes used to store HACLA's records. **Return this checklist with your proposal.**

Name of Business: _____

RFI #	Standard	Yes	No	See Notes
1.	The facility meets or exceeds the requirements of applicable local and state building codes			
2.	The facility complies with current applicable fire safety standards of the National Fire Protection Association (NFPA)			
3.	The facility is well-maintained, and is kept clean to avoid accumulation of dirt and dust particulates			
4.	The facility is constructed with non-combustible materials, with a roof that is free of leaks			
5.	The facility is either air conditioned (temperature, humidity, and air exchange), or well-ventilated and not subject to extreme fluctuations of temperature and humidity			
6.	The facility is free of pests and is maintained with a pest control program to guard against insects and rodents			
7.	Employees are prohibited from eating, drinking, and smoking in records storage areas			
8.	Records will not be placed in areas with exposed water or steam pipes that are subject to leaking			
9.	Records shall not be placed in areas that are adjacent to furnaces or boilers unless separated by a 4-hour rated fire barrier			
10.	Records will not be stored on pressboard, wood, or other combustible shelving materials			
11.	Any racking systems, steel shelving, or other open-shelf records storage equipment that will be utilized for HACLA records are sufficiently braced to prevent collapse under full load			
12.	Records and boxes will be located a minimum of three inches from the floor			
13.	The facility is equipped with an anti-intrusion alarm system, with an alarm that reports directly to the local law enforcement agency. If not, explain			
14.	Access to the area where HACLA records will be stored facility is restricted to authorized persons only			
15.	The facility is equipped with operational fire detection and protection systems, with an alarm that reports to an outside source, such as an alarm company or local emergency responder, and is monitored 24-hours a day, seven days a week			
16.	The facility is equipped with automatic sprinkler systems in records storage areas			

RFI #	Standard	Yes	No	See Notes
17.	Records storage areas are separated from each other and from other storage areas in the facility by a minimum 3-hour rated fire barrier			
18.	The facility contains an adequate supply of well-distributed, well-maintained portable fire extinguishers			
19.	Hazardous materials, such as flammables (e.g., oils, paints, gasoline, and propane) are not stored in records storage areas			

Name of Business: _____

Exhibit C-4

PROJECT EXPERIENCE

HACLA requires that interested Providers demonstrate at least **five years** prior experience providing scanning services similar to the scope and type of Services contemplated herein. Projects should date back to at least **December 2015** to demonstrate five years' experience. Preference will be given to businesses that can demonstrate prior experience (i) scanning records for public agency clients, (ii) preparing scanned images for client import directly into Hyland OnBase, and (iii) handling records containing PII and Sensitive Information.

Name of Business: _____

<p>1. Agency/Company Name: _____</p> <p>Contact Person: _____</p> <p>Title: _____</p> <p>Business Address: _____</p> <p>Phone: _____ Email: _____</p> <p>Start Date: _____ Completion Date: _____</p> <p>Estimated Number of Pages Scanned: _____</p>	<p>Project Details:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Check applicable boxes:</p> <p><input type="checkbox"/> Public Agency client <input type="checkbox"/> Hyland OnBase project</p> <p><input type="checkbox"/> Files contained PII and Sensitive Information</p>
---	--

Name of Business: _____

<p>2. Agency/Company Name: _____</p> <p>Contact Person: _____</p> <p>Title: _____</p> <p>Business Address: _____</p> <p>Phone: _____ Email: _____</p> <p>Start Date: _____ Completion Date: _____</p> <p>Estimated Number of Pages Scanned: _____</p>	<p>Project Details:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Check applicable boxes:</p> <p><input type="checkbox"/> Public Agency client <input type="checkbox"/> Hyland OnBase project</p> <p><input type="checkbox"/> Files contained PII and Sensitive Information</p>
<p>3. Agency/Company Name: _____</p> <p>Contact Person: _____</p> <p>Title: _____</p> <p>Business Address: _____</p> <p>Phone: _____ Email: _____</p> <p>Start Date: _____ Completion Date: _____</p> <p>Estimated Number of Pages Scanned: _____</p>	<p>Project Details:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Check applicable boxes:</p> <p><input type="checkbox"/> Public Agency client <input type="checkbox"/> Hyland OnBase project</p> <p><input type="checkbox"/> Files contained PII and Sensitive Information</p>

Name of Business: _____

<p>4. Agency/Company Name: _____</p> <p>Contact Person: _____</p> <p>Title: _____</p> <p>Business Address: _____</p> <p>Phone: _____ Email: _____</p> <p>Start Date: _____ Completion Date: _____</p> <p>Estimated Number of Pages Scanned: _____</p>	<p>Project Details:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Check applicable boxes:</p> <p><input type="checkbox"/> Public Agency client <input type="checkbox"/> Hyland OnBase project</p> <p><input type="checkbox"/> Files contained PII and Sensitive Information</p>
<p>5. Agency/Company Name: _____</p> <p>Contact Person: _____</p> <p>Title: _____</p> <p>Business Address: _____</p> <p>Phone: _____ Email: _____</p> <p>Start Date: _____ Completion Date: _____</p> <p>Estimated Number of Pages Scanned: _____</p>	<p>Project Details:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Check applicable boxes:</p> <p><input type="checkbox"/> Public Agency client <input type="checkbox"/> Hyland OnBase project</p> <p><input type="checkbox"/> Files contained PII and Sensitive Information</p>

Insert additional pages if needed

Exhibit D

**DECLARATION OF COMPLIANCE WITH VENDOR DIVERSITY
OUTREACH REQUIREMENTS**

The Authority requires vendors/contractors/proposers undertake good faith efforts to ensure that Minority Business Enterprises, Woman Business Enterprises and Labor Surplus Area Businesses are provided opportunities to contract with the Authority for the delivery of goods and services.

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

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

“Labor Surplus Area Business” (LSA) means a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment. For more information on labor surplus areas, including a listing of local labor surplus areas, please see the Authority’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 the Authority’s outreach requirements and that said business will provide to the Authority 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 _____

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

Exhibit E

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The following certification must be submitted by any person or business entity (Contractors and Subcontractors) offering to perform services for the Authority when the underlying contract for those services will be paid using federal funds and the contract work is subject to the Equal Opportunity Clause set forth at 41 CFR 60-1.4(a) for non-construction services or 41 CFR 60-1.4(b) for construction services.

1. Contractor/Subcontractor Certification of Exemption

(Indicate whether you are or are not claiming and exemption as indicated)

I, the undersigned, on behalf of the business identified below, **do not** claim an exemption from the Equal Opportunity Clause set forth at 41 CFR 60-1.4.

I, the undersigned, on behalf of the business identified below and as authorized by 41 CFR 60-1.5(a), claim a complete exemption from the Equal Opportunity Clause set forth at 41 CFR 60-1.4 based on the following circumstances:

<input type="checkbox"/> Contractor has less than 50 employees	<input type="checkbox"/> Contractor is receiving an award of less than \$10,000
<input type="checkbox"/> Contractor is a religious entity within the meaning of 41 CFR 60-1.5(a)(5)	<input type="checkbox"/> Contractor is an educational institution within the meaning of 41 CFR 60-1.5(a)(6)
<input type="checkbox"/> Contractor is entitled to the following exemption under 41 CFR 60-1.5(a):	

I further certify that said business will comply with all applicable civil rights laws that prohibit discrimination in employment and in the delivery of services.

_____ Acting as Prime Contractor Acting as Subcontractor
Business Name

_____ Date

(Complete paragraph 2 below if you have not participated in a previous contract/subcontract that is subject the Equal Opportunity Clause at 41 CFR 60-1.4; complete paragraph 3 below if you have participated in a previous contract/subcontract that is subject 41 CFR 60-1.4

2. Contractor/Subcontractor Certification of No Previous Participation

I, the undersigned, on behalf of the business identified below, certify that said business **has not** participated in a previous contract or subcontract subject to the Equal Opportunity Clause set forth at 41 CFR 60-1.4.

I further certify that said business will comply with all applicable civil rights laws that prohibit discrimination in employment and in the delivery of services.

_____ Acting as Prime Contractor Acting as Subcontractor
Business Name

_____ Date

OR

3. Contractor/Subcontractor Certification of Previous Participation and Reporting Compliance

I, the undersigned, on behalf of the business identified below, certify that said business has participated in a previous contract or subcontract subject to the Equal Opportunity Clause set forth at 41 CFR 60-1.4.

Contractor represents that it **has filed** with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all required Standard Form 100 (also known as "Employer Information Report EEO-1") filings.

Contractor represents that it **has not filed** with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all required Standard Form 100 (also known as "Employer Information Report EEO-1") filings.⁵

I further certify that said business will comply with all applicable civil rights laws that prohibit discrimination in employment and in the delivery of services.

Acting as Prime Contractor Acting as Subcontractor

Business Name

Signature

Date

⁵ Proposed Contractors and Subcontractors who have not filed the required report are not eligible for contract award unless such Contractor/Subcontractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Exhibit F

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
AFFIRMATIVE ACTION PROGRAM CERTIFICATION
(Non-Construction)**

The following certification must be submitted by any person or business entity (Contractors and Subcontractors) offering to perform non-construction services for the Authority when the underlying contract for those services will be paid using federal funds and the contract work is subject to the requirements of 41 CFR 60-2.

1. Contractor/Subcontractor Certification of Exemption

(Indicate whether you are or are not claiming and exemption as indicated)

I, the undersigned, on behalf of the business identified below, do not claim an exemption from development and maintenance of an Affirmative Action Program.

I, the undersigned, on behalf of the business identified below and as authorized by 41 CFR 60-2.1(b), claim a complete exemption from development and maintenance of an Affirmative Action Program based on the following circumstances:

<input type="checkbox"/> Contractor has less than 50 employees	<input type="checkbox"/> Contractor is receiving an award of less than \$50,000
--	---

Acting as Prime Contractor Acting as Subcontractor

Business Name

Signature

Date

2. Contractor/Subcontractor Certification of Affirmative Action Program Compliance

I, the undersigned, on behalf of the business identified below, certify that said business **has formulated and has on file** at each establishment affirmative action programs that comply with the requirements set forth at 41 CFR 60-2. The undersigned further certifies that said business will require its first tier subcontractors to establish affirmative action compliance programs that comply with the requirements set forth at 41 CFR 60-2, unless said subcontractors qualify for an exception under 41 CFR 60-2.1(b).

I, the undersigned, on behalf of the business identified below, certify that said business **has not formulated** an affirmative action program for each of its establishments. The undersigned further certifies that if awarded an Authority-contract for services, said business will, within 120 days of the commencement of the contract award, develop and maintain at each establishment affirmative action programs that comply with the requirements set forth at 41 CFR 60-2. The undersigned further certifies that said business will require its first tier subcontractors to establish affirmative action compliance programs that comply with the requirements set forth at 41 CFR 60-2, unless said subcontractors qualify for an exception under 41 CFR 60-2.1(b).

Acting as Prime Contractor Acting as Subcontractor

Business Name

Signature

Date

Exhibit G
WORKFORCE PROFILE
(attached)

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
 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	Total	Hispanic or Latino	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	Amer. Indian or Alaska Native	Two or More Races	Total
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 Number of Full-Time Employees:** _____

Signature/Title **Date:** _____

Exhibit H

SECTION 3 FORMS

(attached)

Form 1: Declaration of Understanding and Intent to Comply with Section 3 Requirements

Form 2: Business Concern Certification

Form 4: Section 3 Economic Opportunity Plan

(Form-1)
**DECLARATION OF UNDERSTANDING AND INTENT
TO COMPLY WITH SECTION 3 REQUIREMENTS**



To be considered for a contract award, the Bidder/Proposer/Contractor/Subcontractor (collectively "Bidder") is required to comply with Section 3 of the Housing and Urban Development Act of 1968 (24 CFR 135 et. seq), as amended and/or HACLA's Section 3 Guide and Compliance Plan. The purpose of Section 3 is to ensure that employment and other economic opportunities generated as a result of Section 3 covered contracts shall, to the greatest extent feasible, be directed to Section 3 Residents and Section 3 Business Concerns. The Bidder is obliged, to the greatest extent feasible, to give opportunities for training and employment (at least 30% of new hires) to Section 3 Residents in order of hiring priority and to award subcontracts to Section 3 Business Concerns (10% goal or greater of contract amount for construction services and 3% or greater of contract amount for non-construction contracts).

Examples of responsibilities to ensure compliance include, but are not limited to:

- Implementing procedures to notify HACLA, Section 3 Residents and Section 3 Business Concerns about training, employment, and subcontracting opportunities generated by Section 3 covered assistance;
- Facilitating the training and employment of Section 3 Residents and the award of subcontracts to Section 3 Business Concerns;
- Incorporating the Section 3 Clause into all covered solicitations and subcontracts [see 24 CFR Part 135.38] and ensuring the subcontractors' compliance with Section 3;
- Designing and implementing procedures to comply with the requirements of Section 3 in order to ensure compliance;
- Documenting actions taken to comply with Section 3 and submitting all applicable Section 3 compliance reports as requested by HACLA.

Bidder must submit all required forms with their bid package, including the Section 3 Economic Opportunity Plan which must list the hiring, subcontracting and/or other efforts to generate economic opportunities. Failure to submit the required forms may be grounds to determine the Bidder non-responsive.

IFB/RFP/RFQ# _____

1. The Bidder is willing to consider hiring Section 3 Residents for any future employment openings if the Section 3 Resident meets the minimum qualifications for the opening. ("Consider" means that the Bidder/Proposer is willing to interview qualified Section 3 Residents and extend the same consideration as to other candidates).

YES NO N/A

2. The Bidder will consider subcontracting with Section 3 Business Concerns for this project/service. ("Consider" means that the Bidder/Proposer is willing to use HUD and HACLA Section 3 Business Registries, outreach and identify other qualified Section 3 Business Concerns and extend them the same consideration as to other businesses).

YES NO N/A

3. It is not feasible for the Bidder to provide employment or subcontracting opportunities, hence it is proposing other economic opportunities.

YES NO N/A If Yes, specify _____

Your signature below indicates that you have read and understood the Section 3 requirements set forth in 24 CFR Part 135 and in HACLA's Section 3 Guide and Compliance Plan (available at www.hacla.org/section3) as applicable and agree to comply with those requirements if awarded a contract. Furthermore, your signature below indicates your intent to satisfy your Section 3 commitments as set forth in the Economic Opportunity Plan and understand that failure to comply with those commitments may result in a determination that you are in material default of the contract.

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

(Form-2)
SECTION 3 BUSINESS CONCERN SELF CERTIFICATION



(E-mail completed form to: section3@hacla.org)

Part I Contractor Subcontractor Other: _____
Business Name

Trade / Type of Services/Work Performed: _____

Address: _____

Contact Name: _____ Telephone Number: _____

Project Name: _____ Email Address: _____

IFB / RFQ / RFP /Contract No: _____ BID Amount: _____

Part II:
Are you a Section 3 Business? YES NO

If YES, complete below:

I am a Section 3 Business Concern (check all that apply and attach supporting documents as relevant)

- Type 1: The business is 51% or more owned by Section 3 Residents**
(Attach a Section 3 Resident Certification Form(s) for each owner claiming a Section 3 Resident status or a statement on company letterhead certifying Section 3 Resident status.)
- Type 2: At least 30% of permanent full-time employees are currently Section 3 Residents, or, were Section 3 Residents within three years of the date of first hire**
Indicate total number of permanent full-time employee(s): _____
Indicate total number of Section 3 Resident employee(s): _____
Attach Section 3 Resident Certification form(s) equal to the number of Section 3 Resident employees specified or a statement on company letterhead certifying that 30% of company's workforce qualify as Section 3 Residents.
- Type 3: We are committed to subcontracting, in excess of 25% of the dollar award of all subcontracts to Section 3 Business Concern(s) that meet one of the first two qualifications noted above.**
(Attach a Section 3 Business Certification Form for each subcontractor who is a qualified Section 3 Business Concern.)

Part III:
My business also qualifies as:
 Minority Owned Business Women Owned Business
 Small Business Enterprise Labor Surplus Area

Definitions and additional information can be found at
www.hacla.org/section3 and www.hacla.org/mbewbe

By submitting this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 135. I further understand that a Section 3 business is not entitled to a contract simply by being listed in the HACLA Section 3 Business Registry database. Businesses that self-certify their eligibility may receive preference as a Section 3 business, subject to verification from HACLA. Information that is misrepresented on this form will be grounds for terminating Section 3 certification.

Signature

Name and Title

Date

Form-4: SECTION 3 ECONOMIC OPPORTUNITY PLAN



PART 1: Contractor Subcontractor Developer

Section 3 Business Concern: Yes No
 (Attach Form-2 Section 3 Business Concern Certification)

Business Name: _____

Trade/Service: _____

Contact Name: _____

Email Address: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

IFB/RFP No: _____

Project Name: _____

Estimated Start Date: _____

Union Affiliation: _____

BID Amount: _____

If you are a Subcontractor, list Prime Contractor's name and contact information:

PART 2:

The business entity identified above hereby understands and agrees that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 135), HACLA's Section 3 Guide and Compliance Plan, and any specific commitments made in connection with the project. If awarded a contract, it further agrees to comply with all such requirements, including without limitation, committing to an employment and training goal (Tier I) AND award a subcontract to Section 3 Business Concerns (Tier II) to the greatest extent feasible. The business entity further understands and agrees that these commitments will be included as obligations in any contract awarded and its failure to comply will be deemed a material default under the contract.

TIER I: HIRING COMMITMENT (goal of 30% or greater for new hires to be filled by Section 3 Residents)

JOB CLASSIFICATION(S) NEEDED TO COMPLETE THE PROJECT (i.e. Administrative, Laborer, Electrical, Demolition, Asbestos Abatement, Technical, Management, Security)	Current Workforce Numbers	Total # of employees needed to complete the job if awarded the contract	NEW HIRE COMMITMENT # of Section 3 Resident New Hires that will be Section 3 Residents (*)
Totals:			

By making a commitment above to hire Section 3 Residents, the business entity understands and commits to following the Section 3 Resident Priority Selection by giving first priority to individuals residing in the HACLA development where the work is being performed.

New Hire: A new hire means a full-time employee for a new permanent, temporary or seasonal position that is created as a direct result of this project.

(*)Section 3 Resident Priority Selection:

- 1st Priority (P1): Individuals residing in the HACLA Development where the project is located.
- 2nd Priority (P2): Individuals residing in other HACLA owned or managed developments/properties.
- 3rd Priority (P3): Participants of the HUD Youth Build Program
- 4th Priority (P4): All other Section 3 eligible residents in the Los Angeles Metropolitan area.

TIER II: SUBCONTRACTORS LIST (Goal of 10% or greater of contract amount for Construction Contract and 3% or greater of contract amount for Non-Construction Contracts)

Subcontractor Name and Contact Information	Trade	Section 3 Business? (Yes or No) If Yes, include Form-2	Sub's EOP Attached? (Yes or No) (required)	Subcontract Amount
				\$
				\$
				\$
				\$
				\$

PART 3: OTHER EFFORTS THAT WILL BE MADE TO GENERATE ECONOMIC OPPORTUNITIES

Pursuant to 24 CFR § 135.40, please outline your plan to provide other economic opportunities to Section 3 Residents and Section 3 Business Concerns if you cannot satisfy Tier I and Tier II goals or desire to offer additional opportunities. Your plan should include quantifiable goals (i.e. specific number of individuals to be trained, enrolled in apprenticeship or other programs, mentored or hired as interns; dollar commitment, etc.). Examples may include training and apprenticeship programs, mentorship, internship. If you need more space, attach additional pages.

PART 4: NOTES & COMMENTS (attach additional sheet if necessary)

THE UNDERSIGNED DECLARES THAT ALL INFORMATION PROVIDED IS TRUE AND CORRECT.

Signature

Name

Title

Date

Questions about completing this form can be submitted to section3@hacla.org
Additional information and resources are available at www.hacla.org/section3

Exhibit I

LIST OF SUBCONTRACTORS

Contractor certifies that it has investigated the eligibility of each Subcontractor listed below and has determined that none is debarred, suspended or otherwise ineligible to be awarded contracts by any agency of the United States Government or to participate in programs of the U.S. Department of Housing and Urban Development.

Project Title: _____ Company Name: _____

BUSINESS NAME & ADDRESS	CONTACT INFORMATION	TRADE/BUSINESS
1. _____ _____ _____ <input type="checkbox"/> check if subcontractor qualifies as Section 3 Business	Name: _____ Phone: _____	Trade: _____
2. _____ _____ _____ <input type="checkbox"/> check if subcontractor qualifies as Section 3 Business	Name: _____ Phone: _____	Trade: _____
3. _____ _____ _____ <input type="checkbox"/> check if subcontractor qualifies as Section 3 Business	Name: _____ Phone: _____	Trade: _____

(Submit additional forms as needed)

Exhibit J

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

(attached)

Exhibit K

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

Exhibit L

**CONTRACT 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 (hereinafter referred to as the "Authority"), and insert contractor name, (hereinafter referred to as the "Service Provider"). The Authority and Service Provider are hereinafter collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Authority requires insert description of services ("Services"), to be performed at insert address that otherwise cannot be provided by regular employees of the Authority; and

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

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

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

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

WHEREAS, the Authority and Service Provider desire to enter into this Contract for the Services upon the terms and conditions set forth herein.

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

Section 1. STATEMENT OF SERVICES

A. **Scope of Services.** Service Provider shall, in a manner satisfactory to the Authority, completely perform the Services set forth in the "Scope of Services" attached hereto as Exhibit 1, and in accordance with its proposal submitted in response to the Authority's Request for Proposals ("Service Provider's Proposal"), which is incorporated herein by this reference. Any conflicts between the requirements of the Scope of Services attached hereto and the Service Provider's Proposal shall be referred for resolution to the Authority, whose decisions in such matters shall be final and binding on both parties.

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

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

Section 2. SERVICE PROVIDER’S DUTIES, WARRANTIES AND RESPONSIBILITIES

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

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

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

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

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

Section 3. FEES, PAYMENTS AND INVOICES

A. Fees for Contracted Services. For Service Provider’s full and complete performance of its obligations under this Contract, the Authority shall pay Service Provider the fees set forth in the Schedule of Fees attached hereto as Exhibit 2 (“Contract Fees”). The Contract Fees are acknowledged to be fully burdened to include all direct costs, indirect costs and profit, and shall remain fixed for the entire Contract Term, including any option terms that may be exercised by the Authority.

B. Reimbursable Expenses. Applicable Not applicable.

C. Maximum Cumulative Payment Obligation. Notwithstanding any other provision of this Contract to the contrary, the Authority’s maximum cumulative payment obligation to Service Provider

under this Contract shall be insert sum (\$insert dollar value).

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

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

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

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

Section 4. CONTRACT TERM

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

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

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

(1) 1st Option Term. The Authority, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("1st Option Term") by giving notice to the Service Provider prior to the expiration of the initial Contract Term.

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

(3) 3rd Option Term. The Authority, at its sole discretion, may elect to extend

the Contract Term for the period through insert date (“3rd Option Term”) by giving notice to the Service Provider prior to the expiration of the 2nd Option Term.

(4) 4th Option Term. The Authority, at its sole discretion, may elect to extend the Contract Term for the period through insert date (“4th Option Term”) by giving notice to the Service Provider prior to the expiration of the 3rd Option Term.

C. Maximum Term. The maximum term of this Contract shall be five years.

Section 5. INSURANCE

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

Workers’ Compensation (statutory)/Employer’s Liability (the Authority as a certificate holder and no exclusions for lead or asbestos)	\$1,000,000
Comprehensive General Liability (the Authority as an additional insured) (X) Premises and Operations (X) Contractual Liability, Oral and Written (X) Independent Contractors (X) Products/Completed Operations (X) Broad Form Property Damage Incl. Completed Operations (X) Personal Injury, Excl. C, deleted (X) Broad Form Liability Endorsement (X) Fire Legal Liability	\$1,000,000
Automobile Liability (the Authority an additional insured) (X) Owned Automobiles (X) Non-Owned/Hired Automobiles	\$500,000
Errors and Omissions (Professional Liability) (the Authority as an additional insured)	\$1,000,000

Copies of Service Provider’s certificates of insurance are attached hereto as Exhibit 4. It is Service Provider’s responsibility to provide updated certificates of insurance during the life of this Contract.

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

Section 6. NOTICES

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

For the Authority:

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

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

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

For Service Provider:

To: insert information

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

Section 7. SUBCONTRACTING

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

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

Section 8. AUTHORITY'S RIGHTS AND REMEDIES IN GENERAL

A. All of the Authority's rights and remedies under the Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract of certain breaches as material shall not waive the Authority's authority to designate other breaches as material nor limit the Authority's right to terminate the Contract, or prevent the Authority from terminating the Contract for breaches that are not material. The Authority's determination of whether there has been noncompliance with the Contract so as to warrant exercise by the Authority of its rights and remedies for default under the Contract, shall be binding on all parties. No termination or action taken by the Authority

after such termination shall prejudice any other rights or remedies of the Authority provided by law or equity or by the Contract upon such termination, and the Authority may proceed against Service Provider to recover all liquidated damages and losses suffered by the Authority.

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

Section 9. RESERVED

Section 10. SECTION 3 COMPLIANCE

A. Service Provider shall comply with the Authority's Section 3 Guide and Compliance Plan (the "Authority's Plan"), including requisite periodic reporting responsibilities. Additionally, Service Provider shall satisfy its obligations set forth in its most recent Economic Opportunity Plan ("EOP") and supporting documents, which identify Service Provider's Section 3 commitments, including, without limitation, hiring and/or training of Section 3 Residents or other Section 3 economic opportunities. Contractor's Section 3 documentation is attached hereto as Exhibit 4.

B. Section 3 commitments are triggered in full upon commencement of work and/or first assignment. Service Providers who satisfy their Section 3 requirement by making contribution to the Section 3 Fund will be required to provide their contribution within 30 days after each contract year expiration via a separate check made payable to the Authority. Deductions and withholdings from invoices will not be accepted in lieu of contribution. The contribution amount will be calculated in accordance with the Authority's Section 3 Guide and Compliance Plan and based on the Authority's net payments to the Service Provider during the contract term.

C. Service Provider's failure to comply with requirements of the Authority's Plan and/or failure to satisfy its EOP commitments may subject Service Provider to the penalties for default under the Authority's Plan, including monetary fines and debarment.

Section 11. MISCELLANEOUS PROVISIONS

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

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

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

D. No Waiver. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver. Further, the failure of either Service Provider or the Authority 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 construed as a waiver or relinquishment of such obligation or right with respect to future performance.

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

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

G. 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.

H. 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 the Contract a binding obligation of each of the Parties hereto. The persons executing the Contract warrant that they are duly authorized to execute the Contract on behalf of and bind the Parties each purports to represent. For California corporations, two signatures are required as follows: 1) Chairperson of the Board, President, or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer.

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

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

K. Legal Requirements; Permits, Codes and Licenses. Service Provider agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act (ADA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work. Service Provider shall identify, secure and pay for all permits, fees, licenses and approvals necessary for the proper execution and completion of the Services.

L. Performance Evaluation. Service Provider's performance under the Contract, including any work performed by its subcontractors or others under the supervision or control of Service Provider, will be evaluated in accordance with the Authority's Service Provider Evaluation Form, a copy of which is available at www.hacla.org/forms (copy available upon request). Service Provider understands and agrees that the Authority may rely upon completed Service Provider Evaluation Forms

in assessing Service Provider’s qualifications, responsibility and ability to perform on future contracting opportunities with the Authority, and further, that an over-all assessment of “Unsatisfactory”, may result in the Service Provider’s disqualification or debarment from future contracting opportunities with the Authority.

M. Interpretation. Should interpretation of this Contract or any portion thereof, be necessary, it is deemed that this Contract was prepared by the parties jointly and equally, and shall not be interpreted against either party on the grounds that the party prepared the 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.

[THIS SECTION INTENTIONALLY BLANK]

DRAFT

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

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

Approved as to form

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

By: _____
Legal Counsel

By: _____
MARLENE GARZA
Chief Administrative Officer

Name: _____

insert Service Provider name

By: _____
(Signature of Person Authorized To Sign)

(Printed Name of Person Authorized To Sign)

Title: _____

Second signature required for California Corporations:

By: _____
(Signature of Person Authorized To Sign)

(Printed Name of Person Authorized To Sign)

Title: _____

Exhibit 1

SCOPE OF SERVICES

[to be attached]

DRAFT

Exhibit 2

CONTRACT FEES

[to be attached]

DRAFT

Exhibit 3

CONTRACT GENERAL CONDITIONS FOR SERVICES

Federal Funds Exceeding Simplified Acquisition Threshold

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

Definitions (HUD)⁶

The following definitions are applicable to the Contract [and these General Conditions]:

- (a) "Authority or "Housing Authority (HA)" means the Housing Authority [of the City of Los Angeles].
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" [or "Service Provider"] means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the U.S. Department of Housing and Urban Development acting for and on behalf of the Secretary.

Definitions (Authority)

The following definitions are also applicable to the Contract and these General Conditions:

- (a) "Contract" also includes Service Provider's Proposal submitted in response to the Authority's Request for Proposals and all exhibits and attachments thereto, Service Provider's Best and Final Offer (BAFO), if applicable, Service Provider's Section 3 Economic Opportunity Plan (EOP), and Service Provider's Insurance Endorsements.
- (b) "General Conditions for Non-Construction Contracts, Section I" means HUD Form 5370-C, Section I - Clauses for All Non-Construction Contracts greater than \$100,000 (exp. 1/31/2017). All references to "HA" refer to the Authority as defined above.
- (c) "PHA" means the Authority.
- (d) "Work" or "Services" means all of Service Provider's services required by the Contract, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract.

⁶ HUD Form 5370-C, Section 1, Clause 1.

1. Changes⁷

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Service Provider must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Service Provider from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Service Provider shall be furnished without the prior written consent of the HA.

2. Termination for Convenience and Default⁸

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

⁷ HUD Form 5370-C, Section 1, Clause 2

⁸ HUD Form 5370-C, Section 1, Clause 3

Contract Adjustments and Disputes herein.

3. Contract Following Termination

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

4. Contract Termination; Debarment⁹

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Service Provider and a subcontractor as provided in 24 CFR Part 24. [Additionally, a breach of the Contract may be grounds for debarment or denial of participation in future Authority procurement opportunities.]

5. Examination and Retention of Service Provider's Records¹⁰

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

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

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to: (i) appeals under the clause titled Disputes; (ii) litigation or settlement of claims arising from the performance of this contract; or, (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

6. Rights to Data¹¹

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Service Provider pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

7. Disputes¹²

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

⁹ HUD Form 5370-C, Section 1, Clause 8

¹⁰ HUD Form 5370-C, Section 1, Clause 4

¹¹ HUD Form 5370-C, Section 1, Clause 5

¹² HUD Form 5370-C, Section 1, Clause 7

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

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

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

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

8. Assignment of Contract¹³

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

9. Certificate and Release¹⁴

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

10. Organizational Conflicts of Interest¹⁵

(a) The Service Provider warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of Work under the Contract and a Service Provider's organizational, financial, contractual or other interests are such that: (1) award of the Contract may result in an unfair competitive advantage; or (2) the Service Provider's objectivity in performing the Contract Work may be impaired.

(b) The Service Provider agrees that if after award it discovers an organizational conflict of interest with respect to 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 Service Provider has taken or intends to take to eliminate or neutralize the conflict. The

¹³ HUD Form 5370-C, Section 1, Clause 9

¹⁴ HUD Form 5370-C, Section 1, Clause 10

¹⁵ HUD Form 5370-C, Section 1, Clause 11

Authority may, however, terminate the Contract or task/delivery order for the convenience of the Authority if it would be in the best interest of the Authority.

(c) In the event the Service Provider 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, the Authority 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 Service Provider. The Service Provider shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

11. Inspection and Acceptance¹⁶

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

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

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

12. Service Provider's Status¹⁷

It is understood that the Service Provider is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Service Provider's activities on behalf of the HA in connection with this Agreement.

13. Prohibition against Liens¹⁸

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

14. Other Contractors¹⁹

The Authority may undertake or award other contracts for additional work at or near the site(s) of the Work under the Contract. The Service Provider shall fully cooperate with the other Service Providers and with Authority employees and agents and shall carefully adapt scheduling and performing the Work under

¹⁶ HUD Form 5370-C, Section 1, Clause 12

¹⁷ HUD Form 5370-C, Section 1, Clause 18

¹⁸ HUD Form 5370-C, Section 1, Clause 20

¹⁹ HUD Form 5370-C, Section 1, Clause 19

the Contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Service Provider shall not commit or permit any act that will interfere with the performance of work by any other contractor or Authority employee.

15. General Indemnification for Design Professionals²⁰

(a) To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Service Provider shall defend (with legal counsel reasonably acceptable to the Authority) hold harmless and indemnify the Authority 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 the Authority's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses, including without limitation reasonable attorney fees and costs, whether or not involving a third party claim, which arise out of, relate to, or result from (i) the intentional act or failure to act or the negligent performance of Services under this Contract, or any part thereof, or (ii) any intentional or negligent act or an omission of Service Provider, and any of Service Provider's subcontractors, and anyone directly or indirectly employed or controlled by Service Provider or any of Service Provider's subcontractors in furtherance of, related to or during the performance of this Contract. Service Provider's obligations set forth above shall survive the expiration or termination of this Contract, as well as any Option Term.

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

16. General Indemnification for Service Providers Other than Design Professionals

(a) The Service Provider shall hold harmless, indemnify and defend the Authority 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 the Authority's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses (including without limitation reasonable attorney fees and costs), whether or not involving a third party claim, which arise out of, relate to, or result from (i) any breach of any representation or warranty of Service Provider contained in this Contract; (ii) any breach of any covenant or other obligation or duty of the Service Provider under this Contract or under applicable law; and/or (iii) any acts or omissions by Service Provider or subcontractor of any tier, in each case whether or not caused by the negligence of the Authority 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 the Authority, the Authority's officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries, and related non-profit

²⁰ "Design professional" refers to the entire range of professionals set forth in Civil Code §2782.8(c)(2): licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors.

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

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

17. Indemnification for Patent and Copyright Infringement

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

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

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

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

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

18. Ownership of Results/Work for Hire

(a) Notwithstanding the foregoing Rights to Data provision, any interest (including, but not limited to, property interests and copyright interests) of Service Provider or its subcontractors, in drawings, plans,

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

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

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

19. Warranty of Title

Service Provider warrants good title to all materials, supplies, and equipment incorporated in the Work.

20. Reporting Requirements

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

21. Order of Provisions; Interpretation

(a) In the event of a conflict between the Contract and these Contract General Conditions for Services (these "General Conditions"), the Contract shall prevail. In the event of a conflict between the Contract or these General Conditions and any HUD provision, the HUD provision shall prevail. In the event of a conflict between the Contract or these General Conditions and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

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

(c) The Contract may omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth

immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

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

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

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

22. Accounting Records

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

23. Training and Employment Opportunities for Residents in the Project Area (Section 3)²¹

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The Service Provider agrees to send to each labor organization or representative of workers with which the Service Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Service Provider’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Service Provider agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in

²¹ Section 3, HUD Act of 1968; 24 CFR 135; HUD Form 5370-C, Section 1, Clause 21

an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Service Provider will not subcontract with any subcontractor where the Service Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The Service Provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Service Provider is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Service Provider's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

24. Authority's Supplemental Section 3 Compliance Requirements

(a) In the event the Authority's Section 3 compliance requirements are imposed on the Services, Service Provider shall comply with the Authority's Section 3 Guide and Compliance Plan (the "Section 3 Plan"), including requisite periodic reporting responsibilities. Additionally, Service Provider shall satisfy its obligations set forth in its most recent Economic Opportunity Plan ("EOP") and supporting documents, which identify Service Provider's Section 3 commitments, including, without limitation, hiring and/or training of Section 3 Residents or other Section 3 economic opportunities. Service Provider's EOP and supporting documentation are incorporated herein by this reference.

(b) Section 3 commitments are triggered in full upon commencement of Services and/or first assignment. Service Providers who satisfy their Section 3 requirement by making contribution to the Section 3 Fund will be required to provide their contribution within 30 days after each contract year expiration via a separate check made payable to the Authority. Deductions and withholdings from invoices will not be accepted in lieu of contribution. The contribution amount will be calculated in accordance with the Section 3 Plan and based on the Authority's net payments to the Service Provider during the term of this Contract.

(c) Service Provider's failure to comply with requirements of the Section 3 Plan and/or failure to satisfy its EOP commitments may subject Service Provider to the penalties for default under the Section 3 Plan, including monetary fines and debarment.

25. Equal Employment Opportunity²²

During the performance of the Contract, the Service Provider agrees as follows:

(a) The Service Provider 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 Service Provider 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.

²² HUD Form 5370-C, Section 1, Clause 16

(c) The Service Provider 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.

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

(e) The Service Provider 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 Service Provider's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(g) The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Service Provider may request the United States to enter into the litigation to protect the interests of the United States.

26. Dissemination or Disclosure of Information²³

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

27. Interest of Members of Congress²⁴

No member of or delegate to the Congress of the United States of America or Resident Commissioner

²³ HUD Form 5370-C, Section 1, Clause 17

²⁴ HUD Form 5370-C, Section 1, Clause 13

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.

28. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees²⁵

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

29. Energy Efficiency²⁶

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

30. Limitation on Payments to Influence Certain Federal Transactions²⁷

(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.

²⁵ HUD Form 5370-C, Section 1, Clause 14

²⁶ HUD Form 5370-C, Section 1, Clause 6

²⁷ HUD Form 5370-C, Section 1, Clause 15

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

(b) For purposes of paragraph (b)(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 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-

(1) 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.

(2) 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.

(3) Selling activities by independent sales representatives.

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

(c) 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.

(d) 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.

(e) 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.

31. Clean Air and Water²⁸

Contactors 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.

32. Procurement of Recovered Materials²⁹

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Service Provider shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Service Provider shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Service Provider determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards

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

²⁹ HUD Form 5370-C, Section 1, Clause 22

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 Service Provider purchases in excess of \$10,000 of the item under the Contract; or (2) during the preceding Federal fiscal year, the Service Provider: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or 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.

33. Limitations on Payments Made to Influence Certain Federal Financial Transactions³⁰

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

(b) The Service Provider further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

34. Affirmative Action Program³¹

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

35. Contract Work Hours and Safety Standards Act³²

If the value of this contract exceeds \$150,000, Service Provider agrees to comply with the labor regulations and standards of the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96; 40 U.S.C. 3701 et seq.,) to the extent applicable, and shall include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

³⁰ 2 CFR Part 200, Appendix II (Contracts in Excess of \$150,000)

³¹ 41 CFR 60-1.4 and 41 CFR 60-2

³² 2 CFR Part 200, Appendix II (Contracts in Excess of \$150,000)

DRAFT

Exhibit 4

SERVICE PROVIDER CERTIFICATES OF INSURANCE

[to be attached]

DRAFT

Exhibit 5

SERVICE PROVIDER SECTION 3 DOCUMENTATION

Applicable (see attached) Not Applicable

DRAFT