



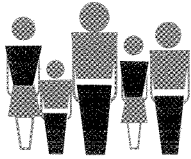
HOUSING AUTHORITY
OF
THE CITY OF LOS ANGELES

2600 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90057

REQUEST FOR PROPOSALS (RFP) NO.7550:
PUBLIC RELATIONS AND COMMUNICATION SERVICES

Key RFP Dates:

Issued:	May 6, 2011	
Pre-proposal Conference:	May 12, 2011	2pm
Written Questions:	May 16, 2011	2pm
Submittal:	May 27, 2011	11am



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
www.hacla.org TTY (213) 252-5313

May 6, 2011

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR PROPOSALS (RFP) NO. 7550
Public Relations and Communication Services**

The Housing Authority of the City of Los Angeles ("Authority") invites proposals from qualified professional Public Relations firms interested in providing the Authority with public relations and communications services including but not limited to: strategic counsel; media relations; crisis communications; research; creating various written materials and other communication as directed by the Authority's Intergovernmental Relations Department on an "as-needed" basis. The contract award is for an initial one (1) year period with two (2), one (1) year options to renew at the sole discretion of the Housing Authority.

The work to be accomplished requires assessing a particular crisis/public relations situation, researching the reasons behind the happening, and implementing appropriate actions to deal with the situation while acting in the best interest of the agency.

A pre-proposal conference to discuss the RFP and answer questions will be held at 2:00 p.m., May 12, 2011, in the Authority's 5th floor Board of Commissioners meeting room at 2600 Wilshire Boulevard, Los Angeles.

Proposals will be accepted at 2600 Wilshire Boulevard, Suite 3100, Los Angeles, CA 90057 until 11:00 a.m., (local time) May 27, 2011. Offers received after this date and time may, at the discretion of the Authority, be rejected without consideration.

Instructions for preparing your proposal are contained in the RFP which is available at www.hacla.org/ps. Questions of a procedural nature may be directed to Linda Ennabe, Contract Administrator at (213) 252-1835 or by e-mail Linda.Ennabe@hacla.org.

We look forward to receiving your proposal.

Sincerely,

Ken Simmons
Interim President and CEO



HOUSING AUTHORITY
OF
THE CITY OF LOS ANGELES

2600 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90057

REQUEST FOR PROPOSALS (RFP) NO.7550:
PUBLIC RELATIONS AND COMMUNICATION SERVICES

Intergovernmental Affairs and Media Relations

May 2011

TABLE OF CONTENTS

		Page No.
I.	INTRODUCTION.....	1
	A. Purpose of RFP.....	1
	B. Profile of Authority.....	1
	C. Information About Other Public Bids.....	1
II.	GENERAL INSTRUCTIONS.....	2
	A. Proposal Submittal.....	2
	B. Pre-Proposal Conference.....	2
	C. Questions from Proposers.....	2
	D. RFP Addenda/Clarifications.....	3
	E. Pre-contractual Expenses.....	3
	F. No Commitment to Award.....	3
	G. Conflict of Interests	3
	H. Joint Offers.....	4
	I. Proposed Contract.....	4
	J. Protests.....	4
III.	PROPOSAL FORMAT AND CONTENT.....	5
	A. Presentation.....	5
	B. Proposal Content.....	5
IV.	PROPOSAL EVALUATION AND CONTRACT AWARD.....	10
	A. Evaluation Panel.....	10
	B. Evaluation Criteria.....	10
	C. Contract Award.....	11
V.	MBE/WBE REQUIREMENTS.....	12
	A. Policy Statement.....	12
	B. MBE/WBE Utilization.....	12
	C. Responsible Proposer.....	12
	D. Good-Faith Efforts.....	12
VI.	SECTION 3 COMPLIANCE	14
<u>EXHIBITS</u>		
	A. Scope of Work	
	B. Proposed Contract	
	C. Cost and Price Form	
	D. Affirmative Action Requirements and Certification; Workforce Profile	
	E. Non-Collusion Affidavit	
	F. MBE/WBE Requirements, Affidavit and Certification	
	G. Instructions to Offerors Non-Construction (form HUD-5369-B)	
	H. Certifications & Representations of Offerors (form HUD-5369-C)	
	I. General Conditions for Non-Construction Contracts (form HUD-5370- C)	
	J. Section 3 Requirements and Certification Form	
	K. HACL A Conflict of Interest	
	L. Affidavit	
	M. Vendor Application	

I. INTRODUCTION

A. Purpose of RFP

The Housing Authority of the City of Los Angeles (“Authority”) invites proposals from qualified professional Public Relations firms interested in providing the Authority with public relations and communications services including but not limited to: strategic counsel; media relations; crisis communications; research; creating various written materials and various other communication as directed by the Authority’s Intergovernmental Relations Department on an “as-needed” basis.

The work to be accomplished requires assessing a particular crisis/public relations situation, researching the reasons behind the happening, and implementing appropriate actions to deal with the situation while acting in the best interest of the agency.

The contract to be awarded will be for an initial term of a one (1) year period with two (2), one (1) year options to renew at the sole discretion of the Housing Authority. Therefore, proposals should reflect the maximum (3) year term of the contract.

Your firm is invited to submit a written proposal outlining your organization's qualifications and willingness to provide the services described above. A more detailed explanation of the Scope of Work to be addressed in the proposal is set forth in Exhibit A of this RFP.

B. Profile of Authority

The Housing Authority of the City of Los Angeles is a public agency chartered in 1938 by the State of California to provide housing assistance to the low-income residents of Los Angeles. The Authority is governed by a seven-member Board of Commissioners nominated by the Mayor and confirmed by the City Council of Los Angeles. An Executive Director appointed by the Board is responsible for managing the daily operations of the agency and overseeing a staff of approximately 1,000 permanent employees. Revenues consist mostly of tenant rents from the Authority's properties and subsidies from the U. S. Department of Housing and Urban Development.

Under its "conventional" public housing program, the Authority owns and manages over 7,000 dwelling units located throughout the City of Los Angeles. In addition, the Authority is responsible for the distribution of monthly housing assistance payments (federal subsidies to tenants) for over 50,000 additional dwelling units at numerous locations within the City. The Authority also administers a number of special program grants. Finally, on a more limited scale, the Authority is engaged in the development of additional housing units for low-income persons.

C. Information About Other Public Bids

Information about other RFPs and Invitations for Bids (IFBs) currently open for response at the Authority can be obtained by visiting us at our website at www.hacla.org.

II. GENERAL INSTRUCTIONS

A. Proposal Submittal

The proposer shall submit **an original and three (3) copies**, as well as (1) readable CD-ROM disk of the proposal by **11:00 A.m. (Pacific Standard Time), May 27, 2011** to:

**Housing Authority of the City of Los Angeles
2600 Wilshire Boulevard, 3rd Floor, Suite 3100
Los Angeles, California 90057
Attention: Linda Ennabe, Contract Administrator**

Proposals received after 11:00 am, May 27, 2011, may, at the sole discretion of the Authority, be rejected as non-responsive and returned without review. It is the practice of the Authority not to consider late offers unless it is determined that a selection cannot be made from among the proposals received on time. In order to be considered "on time," a proposal must either be date-stamped or bear a handwritten inscription by an authorized representative of the Authority confirming receipt by the above-specified deadline. The date stamp is located in the Purchasing office at the above-described location.

The Authority shall 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 the proposer.

All proposals shall be enclosed in a sealed package(s) plainly marked with the words "**Proposal Responding to RFP No.7550; Do Not Open Until 11:00 a.m., May 27, 2011.**"

All proposals shall be firm offers subject to acceptance by the Authority and may not be withdrawn for a period of 120 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by the consent of the Housing Authority.

B. Pre-Proposal Conference

A conference to discuss this RFP and answer questions from prospective contractors prior to proposal submittal will be held in open forum at **2:00 p.m. on May 12, 2011**, in the 5th Floor Board of Commissioners Meeting Room of the Authority's Central Office, located at 2600 Wilshire Boulevard, Los Angeles. While attendance at the meeting is not a prerequisite for submitting a proposal, all prospective proposers are strongly encouraged to attend. Records of the conference, if any, will not be disseminated, except where material changes to this RFP are made by Authority representatives or answers to questions are deferred and later communicated as part of an addendum to this RFP.

C. Questions from Proposers

Proposers are asked to defer all questions regarding this RFP until the pre-proposal conference. Where questions are known in advance, proposers are encouraged to submit these in writing at least two (2) days prior to the conference. Written questions are to be submitted to the **Contracts Administrator** by e-mail.

After the pre-proposal meeting, questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be put in writing and must be received by the HACLA no later than **May 16, 2011 at 2:00 p.m. (Pacific Standard Time)**, Written questions are to be emailed to the Contract Administrator at Linda.Ennabe@hacla.org or via fax. The fax number is (213) 383-9849.

The HACLA shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

D. RFP Addenda/Clarifications

If it becomes necessary for the Authority to revise any part of this RFP, or to provide clarification or additional information after the proposal documents are released, a written addendum will be sent to each recipient of record of the original RFP by E-mail. Recipients of record are those parties that attend the pre-proposal conference.

Addenda will also be posted to the HACLA's website at <http://www.hacla.org/ps/>. It shall be the responsibility of the proposers to inquire of the Authority as to any addenda issued. This may be done by calling the **Contract Administrator** at (213) 252-1835 prior to the proposal-submittal deadline (this is the sole exception to the requirement that questions after the pre-proposal conference be submitted in writing). All addenda issued shall become part of the RFP.

Answers to questions that cannot be answered by Authority staff at the pre-proposal conference will also be communicated in writing as part of an addendum. In addition, responses to written questions received by the specified deadline after the pre-proposal conference will be incorporated in an RFP addendum.

E. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the proposer in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to the Authority; (3) negotiating with the Authority any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. The Authority shall not, under any circumstance, be liable for any pre-contractual expenses incurred by proposers, and proposers shall not include any such expenses as part of their proposals.

F. 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 negotiate with more than one proposer concurrently, or to cancel all or part of this RFP.

G. Conflicts of Interests

The Contractor affirms that to the best of its knowledge, there exists no actual or potential conflict between the Contractor's business or financial interests and either the services to be provided under the Contract or any Commissioner, Officer, employee, or agent of the HACLA. In the event of a change in either private interest or services under the Contract, any questions regarding possible conflicts of

interests that may arise as a result of such change shall be brought to the immediate attention of the Los Angeles City Attorney. For the duration of the Contract, the Contractor shall refrain from undertaking any work for any individual, business, or legal entity in which direct conflict of interests regarding the services to be provided thereunder or herein may arise.

H. Joint Offers

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

I. Proposed Contract

The proposer selected for contract award through this RFP shall be required to enter into the written agreement with the Authority, attached as Exhibit B. The Proposed Contract presented in Exhibit B of this RFP is the agreement proposed for execution. It will be modified to incorporate the necessary elements of the successful contractor's proposal, and to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the proposer's offer or the outcome of contract negotiations, if any, conducted with the proposer, and/or to comply with any pertinent HUD or other Federal, State, or local regulations. The proposer's inability to comply with any of the provisions of the Proposed Contract, must be declared in the proposal.

The proposer's attention is directed particularly to the insurance article in the Proposed Contract, which specifies the minimum insurance requirements that must be met by the successful proposer(s). The proposer's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal.

Any exceptions or deviations from the requirements set forth in the contract, **must be declared** in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations."

J. Protests

Any actual or prospective contractor may protest the solicitation or award of a contract for violations of the Authority's procurement policy or of laws and regulations governing the Authority's procurement activities. Any protest against this RFP, or any part of it, must be received not later than ten (10) calendar days before the deadline specified for receipt of proposals. Any protest against the award of a contract pursuant to this RFP must be received within ten (10) calendar days after receipt of a written notice of the Authority's intent to award to another proposer. The Authority shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the General Services Officer at the place specified for submittal of proposals.

III. **PROPOSAL FORMAT AND CONTENT**

A. **Presentation**

Proposals shall be submitted in 8-1/2" x 11" size, using a simple method of fastening. Proposals should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The proposal should not exceed 50 pages in length, excluding appendices, if any. The form, content and sequence of the proposal should follow the outline presented below.

B. **Proposal Content**

1. **Transmittal Letter/Introduction**

The letter of transmittal **shall** be addressed to the **Contracts Administrator** and must, at a minimum, contain the following:

- a. Identification of the offering firm(s), including name, mailing address, E-mail address and telephone number of each firm;
- b. Name of Principals;
- c. proposed working relationship among the offering firms (e.g., prime-subcontractor), if applicable;
- d. name, title, address and telephone number of contact person during period of proposal evaluation;
- e. a statement to the effect that the proposal shall remain valid for a period of not less than one hundred-twenty (120) days from the due date for proposals; and
- f. acknowledgment of receipt of RFP addenda, if any;
- g. identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the Authority); and
- h. signature of a person authorized to bind the offering firm to the terms of the proposal.

2. **Table of Contents**

Immediately following the transmittal letter and introduction, there **shall** be a complete table of contents for material included in the proposal.

3. Qualifications, Related Experience and References

Overview: This section shall establish the ability of the proposer (and its subcontractors, if any) to successfully perform the required work by: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the proposer and any subcontractors included in the offer.

- a.** Furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) and organizational conflicts of interest that may affect the proposer's ability to perform contractually. Organizational Conflicts of Interest is defined as:
 - i. A contractor possesses an unfair competitive advantage in competing for the contract; or
 - ii. Award of the contract may result in an unfair competitive advantage for future work; or
 - iii. The contractor's objectivity in performing the contract work may be impaired.
- b.** Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.
- c.** Describe your firm's most noteworthy qualifications for providing the required services to the Authority. Specifically highlight those qualifications that distinguish you from your competitors. The proposer should have successful experience in Public Relations with public agencies and be able to demonstrate a strong connection with media outlets.
- d.** Provide a list of relevant business clients--especially public housing authorities or other public agencies--to which your firm is currently providing similar services/products. Include company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that the Authority can contact.
- e.** Provide a list of three (3) client references for the proposer preferably from a public agency including name of firm or agency, address, telephone number and contact person.
- f.** Furnish as an appendix financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts and are held confidentially.)

4. **Proposed Staffing and Project Organization**

Overview: This section **shall** discuss the staff of the proposing firm who would be assigned to work on the Authority's project.

- a. Identify the key personnel from your firm that would be assigned to the Authority's project. Include a brief description of their qualifications, job functions and office locations. Designate a Project Manager who would provide day-to-day direction of the required work and become the Authority's primary contact person. Furnish brief resumes (not more than one pages long) for all key personnel; include these as an appendix, not in the body of the proposal.
- b. If more than two people will be assigned to the Authority's project, include a simple organization chart that clearly delineates communication/reporting relationships among the project staff.

5. **Work Plan/Technical Approach**

Overview: This section **shall** establish the proposer's understanding of the Authority's objectives and requirements, demonstrate the proposer's ability to meet those requirements, and outline clearly and concisely the plan for accomplishing the specified work.

- a. Describe as succinctly as possible how your firm would accomplish the work and satisfy the Authority's objectives described in this RFP. If appropriate, divide the project into segments or tasks to represent milestones for measuring progress.
- b. Describe what information, documents, staff assistance, facilities or other resources you would require from the Authority to complete your work; declare any other critical assumptions upon which your workplan is based.
- c. With HACLA staff develop and implement a strategic communications plan including proactive media outreach and communication with external stakeholders; include a timeline for engagement of major activities.
- d. Describe and, if appropriate, quantify the deliverables to be furnished to the Authority during and at the conclusion of the project (e.g., communications summary of the work performed including communications issues addressed, a listing of the media outreach conduct and the media coverage received, etc.).
- e. Furnish a schedule projecting the completion of the required work; express time elapsed in days/weeks from the start of work to the attainment of each milestone or completion of each task and through the end of the project.

6. Cost and Price

This section shall disclose all charges to be assessed the Authority for the required services and declare the proposer's preferences for method and timing of payment.

- a. Quote a fixed rate for completing all requirements outlined in the Scope of Work.
- b. Declare any conditions that may result in the total price quoted in 6 a. above being increased during the contract.
- c. For all persons/labor classifications proposed in the preceding "Staffing and Project Organization Plan," furnish a schedule of hourly labor rates that the Authority could use to purchase from your firm additional services that are not included in the original Scope of Work. These should be quoted as **fully-burdened** (i.e., direct labor + overhead + profit) hourly rates offered on a time-and-materials basis, regardless of the method chosen in item a, above, to price the base proposal.
- d. Furnish a schedule of hourly labor rates that the Authority could use to purchase from your firm additional services that are not included in the original Scope of Work. These should be quoted as **fully-burdened** (i.e., direct labor + overhead + profit) hourly rates offered on a time-and-materials basis, regardless of the method chosen in item a., above, to price the base proposal.

7. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be thoroughly explained, including the terms and conditions contained in the Proposed Contract, **must** be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations."

8. Insurance Requirements:

Overview: During the term of this Contract, the Contractor shall, at its own cost and expense, procure and maintain the following types of insurance: This section establishes that the proposer shall provide and maintain the following:

- i. Statutory Workers' Compensation, as required by the California Labor Code, and Employer's Liability with limits not less than \$1,000,000 with no exclusions for asbestos or Lead with the Housing Authority of the City of Los Angeles as certificate holder; and
- ii. Professional Liability Insurance with limits not less than \$1,000,000 per occurrence, with the Housing Authority of the City of Los Angeles as certificate holder.

- iii. Comprehensive General Liability Insurance, including coverage for products and completed operations, independent contractors with limits not less than \$1,000,000 per occurrence, with the Housing Authority of the City of Los Angeles as additional insured certificate with endorsement; and
- iv. Comprehensive Automobile Liability insurance with limits not less than \$500,000 per occurrence for all owned and non-owned vehicles, with the Housing Authority of the City of Los Angeles as additional insured onto Contractor's policy.

9. **Appendices**

a. **Supporting Documents**

Furnish as appendices those supporting documents (e.g., financial statements, staff resumes) requested in the preceding instructions.

b. **Additional Information**

Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

c. **Affidavits, Certification Forms**

As evidence of conformance to the Authority's policies, complete and include as an appendix to your proposal **all** of the required Affirmative Action (including the "Workforce Profile" form), Non-Collusion and MBE/WBE forms, certifications and affidavits attached as Exhibits C, D, E, F, H, I, J, K, L and M of this RFP. Any proposer's inability or unwillingness to complete each form may render its proposal non-responsive. If your firm is unable or unwilling to comply with one or more of these policies, declare this and explain the reasons.

IV. PROPOSAL EVALUATION AND CONTRACT AWARD

A. Evaluation Panel

An Evaluation Panel consisting of Authority staff will be responsible for reviewing, analyzing and evaluating the proposals received. The Panel may also conduct contract negotiations with the highest rated proposer(s) or assign this task to the staff of the General Services Department. Depending on the dollar amount of the contract award(s), the Evaluation Panel will also either select the successful proposer(s) or make recommendations to the Executive Director and Board of Commissioners regarding contractor selection.

In addition to its own staff, the Authority may utilize the unpaid services of one or more individuals from other agencies in the evaluation of proposals.

B. Evaluation Criteria

By use of numerical and narrative scoring techniques, proposals will be evaluated by the Evaluation Panel against the factors specified below, which are listed in descending order of weight and importance. Within each evaluation criterion listed, the subcriteria to be considered are those described in the "Proposal Format and Content" section of this RFP.

1. Cost & Price; (25 pts)
2. Qualifications and experience of proposer; (30 pts)
3. Staffing and organization; (20 pts)
4. Work plan; (15 pts)
5. M/WBE outreach; (5 pts)
6. Miscellaneous [exceptions/deviations, certifications and affidavits (other than M/WBE), completeness of proposal, adherence to RFP instructions, other relevant factors not considered elsewhere] (5 pts)

Proposed costs 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 offeror's proposal.

Upon selection of the most qualified proposers, the Authority may require the finalists to make an oral presentation to the Evaluation Panel and/or the Board of Commissioners 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, proposers are advised that award may be made without interviews or further discussion.

The Authority expressly reserves the right to reject any or all proposals, with or without giving a reason, and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in a contract award, the Authority shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

C. Contract Award

The Authority may award either a single contract as the result of this RFP, or may apportion the requirements of this RFP among multiple contractors if this is determined to be in the Authority's best interests. Depending on the dollar amount of the award(s), the contract(s) resulting from this RFP may be required to be approved by the Authority's Board of Commissioners and the U.S. Department of Housing and Urban Development.

The contract(s) that may be awarded shall be for an indefinite quantity as the exact number of deliverables is not known and no minimum volume of business will be stated to the selected service provider(s).

Odwyerpr.com

V. MBE/WBE REQUIREMENTS

A. Policy Statement

It is the policy of the Housing Authority of the City of Los Angeles to utilize Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) in all its procurement activities, including contracts for professional services. This action is consistent with the mandates of Title VI of the 1964 Civil Rights Act, Executive Order 11625, Attachment 'O' of the Office of Management and Budget (OMB) Circular A-102, and the Mayor's Executive Directive 1-C, which mandates that the Authority take affirmative steps to ensure the fullest possible participation by firms owned and controlled by minorities and women.

B. MBE/WBE Utilization

Proposers are required to support the Authority's efforts by conducting outreach to MBEs and WBEs for subcontract or supply opportunities related to the prime contracts for which the proposers are competing.

C. Responsible Proposer

A proposer is required to certify that it has complied with the Authority's MBE/WBE policy by making sufficient "good-faith" efforts, as outlined below, to help the Authority achieve its anticipated levels of participation. All proposers are required to complete the Affidavit and Certification regarding compliance with the MBE/WBE and other business outreach program requirements (Exhibit E).

D. Good-Faith Efforts

Proposers' "good-faith" efforts to help the Authority achieve its MBE/WBE participation levels shall include, but not be limited to, the following:

1. Attend pre-bid or pre-proposal meetings scheduled by the Authority to inform MBEs/WBEs of subcontracting opportunities.
2. Advertise subcontracting opportunities in general circulation, trade association and minority-focus print media, or via the *INTERNET*.
3. Notify a reasonable number of specific MBEs/WBEs that their interest is being solicited. This should be done in sufficient time to allow the MBEs/WBEs to participate effectively.
4. Follow up initial solicitations.
5. Select portions of work to be performed by MBEs/WBEs in order to increase the likelihood of meeting MBE/WBE participation levels, including, where appropriate and logical, breaking down contracts into economically feasible units to facilitate MBE/WBE participation.

6. Provide interested MBEs/WBEs with adequate information about the plans, specifications and requirements of the contract.
7. Negotiate in good faith with MBEs/WBEs. Do not reject MBEs/WBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance.
9. Use minority community organizations; minority contractor groups; local, state and federal minority business assistance offices; and organizations that provide assistance in the recruitment and placement of MBEs/WBEs.

Odwyerpr.com

V. SECTION 3 COMPLIANCE

A. Training & Employment Opportunities for Residents

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no subject the applicant or recipient, its contractors and subcontractors, contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this clause in every subcontract for work in connection with the period and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth a 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.
6. 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.

EXHIBITS

Odwyerpr.com

EXHIBIT A

SCOPE OF WORK

Odwyerpr.com

SCOPE OF WORK

The Housing Authority of the City of Los Angeles (“HACLA’s”) requires the proposer to provide public relations and communications services including but not limited to: strategic counsel; media relations; research; creating various written materials and other communication as directed by the Authority’s Intergovernmental Relations Department on an “as-needed” basis. The selected proposer will act as a liaison between HACLA and the various media outlets.

Given the HACLA’s significant and fluctuating needs for public relations assistance, HACLA has listed below the types of activities the vendor may be authorized by HACLA to undertake on its behalf; this list is meant to be representative, but may not be all inclusive, of the work the vendor will be asked to conduct on HACLA’S behalf. The vendor will work closely with the in-house Communications team, executive management and the Board of Commissioners to determine work needed on a weekly or monthly basis, providing specific scope of work memos and reports on a regular basis.

Media Relations

- Develop and maintain effective working relationship with media outlets (local, national) to implement strategic messaging to accurately portray the agency and its services
- Develop and implement a proactive communications and public relations strategies to increase public awareness of HACLA’s activities and initiatives among media, key stakeholders
- Develop opportunities for positive story opportunities to enhance the agency’s image
- Key message development

Prepare Messaging Executive Director, Executive Staff & Board of Commissioners

- Prepare op-eds for external use
- Prepare remarks for internal and external distribution (intranet, external newsletter, employee newsletter, E-blast)
- Prepare talking points as needed

Crisis Communication

- Develop and implement communications plan during crisis situations utilizing traditional media as well as social media and other communication platforms to ensure strategic messaging. Outline communication process for the Board, senior management and other principals in these situations. Must be available at all times by telephone (cell) or email.

Media Preparation

- Prepare the Board, senior management for interviews and other events as necessary.

Public Relations Counsel

- Provides public relations counsel to the Board and senior management as necessary
- Work with HACLA staff to develop specific steps to improve communication and relationships with members of the Los Angeles City Council, other members of the City of Los Angeles Family and other agencies and organizations with whom HACLA routinely works to meet its objectives of meeting the housing needs of individuals and families

Collateral Material and deliverables

- Develop media kits, statements, press releases, media alerts and other printed materials as necessary

EXHIBIT B

PROPOSED CONTRACT

Odwyerpr.com

CONTRACT NUMBER HA-2011-_____

BETWEEN

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

AND

Contractor

THIS CONTRACT ("Contract") is made and entered into this _____ day of _____, 200____ ("Commencement 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 _____ located at _____ (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Authority requires _____ ("Services") 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, on _____, 20____, Request for Proposal ("RFP") No. _____ was issued to competitively solicit proposals; and

WHEREAS, from among the proposals received, the Authority has determined that the Contractor's offer is the most advantageous to the Authority; and

WHEREAS, the Contractor has represented that it has the requisite personnel, experience and resources to provide the Services required by the Authority, and the Contractor desires to provide the Services; and

WHEREAS, the Board of Commissioners, by Resolution No. _____ adopted on _____, 20____, authorized the Authority to contract for the services with said Contractor;

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

1. STATEMENT OF WORK

a. Scope of Work. The Contractor shall, in a manner satisfactory to the Authority, completely perform the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Contract. The Contractor shall also perform in accordance with its proposal to the Authority dated _____, 20____, which is attached as Exhibit F, entitled "Contractor's Proposal". Any conflicts between the requirements of Exhibit A and the "Work Plan" presented in the Contractor'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 Work. Any work performed by the Contractor, beyond that authorized in Subparagraph 1.a., above, must be approved in advance by the Authority, and such approved work shall be considered "Additional Work" under this Contract. Any such approval of Additional Work by the Authority, 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.

c. Key Personnel. The Contractor shall provide the personnel listed below to perform the above-specified Services, which persons are hereby designated as Key Personnel under this

Contract. The Contractor shall not remove or replace any named person below, nor shall his/her agreed-upon function or level of commitment be changed, without the prior written consent of the Authority.

Name	Title	Function
------	-------	----------

2. PAYMENT AND MAXIMUM OBLIGATION

a. **Payment.** For the Contractor's full and complete performance of its obligations under this Contract, the Authority shall pay the Contractor on a Firm Fixed Price basis in accordance with Exhibit B, entitled "Schedule of Fees" attached to and, by this reference, incorporated in and made a part of this Contract. Said Schedule of Fees shall remain in effect for the "Term of Contract" as defined in Paragraph 3 of this Contract.

b. **Payment for Additional Work.** For the Contractor's completion of Additional Work, the Authority shall pay the Contractor on a time-and-materials basis in accordance with Exhibit C, entitled "Schedule of Fees for Additional Work," attached to and, by this reference, incorporated in and made a part of this Contract. All prices quoted in Exhibit C shall remain fixed for the entire term of this Contract, even as such term is extended to accommodate the Additional Work. In any amendment to this Contract approving Additional Work and issued pursuant to Subparagraph 1.b., above, the Authority's maximum cumulative payment obligation set forth in Subparagraph 2.d., below, shall also be changed to reflect the agreed upon cost to the Authority for said Additional Work.

c. **Invoices.**

i. The Contractor shall submit invoices, in triplicate, to the Authority for payment in arrears of work being performed. The Contractor's invoices shall specify the following: (1) name of person(s) performing the work; (2) description of work and location where work was performed; (3) dates of work performance and hours of work performed; (4) total amount due and payable; (5) Contract No. HA-20____-____-____ Department; and (6) signature of Contractor's authorized representative attesting that the invoice is true and accurate.

ii. Invoices shall be submitted to the Authority for payment not more frequently than once per calendar month. The Authority shall remit payment within thirty (30) days of receipt of a correct invoice from the Contractor.

d. **Maximum Payment Obligation.** Notwithstanding any other provision of this Contract to the contrary, the Authority's maximum cumulative payment obligation to the Contractor under this Contract shall be _____ Dollars (\$____), including all amounts payable to the Contractor for its costs arising from, or due to termination of, this Contract.

3. TERM OF CONTRACT

a. **Initial Term.** This Contract shall commence on the Commencement Date and continue in full force and effect through _____, 20__ unless earlier terminated as provided elsewhere in this Contract or extended by written amendment to this Contract, for a total term not to exceed five (5) years.

b. **1st Option Term.** The Authority, at its sole discretion, may elect to extend the term of this Contract for the period through _____, 20__ ("1st Option Term") by giving notice to the Contractor prior to the expiration of the Initial Term.

c. **2nd Option Term.** The Authority, at its sole discretion, may elect to extend the term of this Contract for the period through _____, 20__ ("2nd Option Term") by giving notice to the Contractor prior to the expiration of the 1st Option Term.

d. **Maximum Term.** The "Maximum Term" of this Contract, including the period for performance of Optional Work authorized by the Authority, shall be the period beginning on the Commencement Date and extending through the end of the 3rd Option Term, so long as the total term of this Contract does not exceed five (5) years.

4. INDEPENDENT CONTRACTOR

a. The Contractor shall, during the performance of this Contract, act as a wholly independent contractor. Neither the Authority nor any of its officers, employees, servants or agents shall have control over the conduct of the Contractor or its employees or agents, except to advise or provide project direction as required. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the Authority.

b. Nothing contained in this Contract shall be deemed, construed or represented by the Authority or Contractor or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the Authority and Contractor.

c. The Authority shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by the Contractor performing services hereunder for the Authority.

5. CONFLICTS OF INTERESTS

The Contractor affirms that to the best of its knowledge, there exists no actual or potential conflict between the Contractor's business or financial interests and either the Services to be provided under this Contract or any Commissioner, Officer, employee, or agent of the Authority. In the event of a change in either private interest or services under this Contract, any questions regarding possible conflicts of interests which may arise as a result of such change shall be brought to the immediate attention of the Los Angeles City Attorney. For the duration of this Contract, the Contractor shall refrain from undertaking any work for any individual, business, or legal entity in which direct conflict of interests regarding the services to be provided thereunder or herein may arise.

6. INDEMNIFICATION

a. The Contractor shall hold harmless, indemnify and defend the Authority and its officers, employees, servants, agents, successors and assigns from any claim, demand, damage, liability, loss, cost or expense, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of the Contractor or any of its officers, employees or agents in the performance of this Contract, except such damage as is caused by the sole negligence of the Authority or any of its officers, employees, servants, agents, successors or assigns.

b. The Authority does not, and shall not, waive any rights that it may have against the Contractor 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 claim, demand, damage, liability, loss, cost or expense described above.

7. INSURANCE REQUIREMENTS

During the term of this Contract, the Contractor shall, at its own cost and expense, procure and maintain insurance set forth in Exhibit D, entitled "Insurance Requirements," attached to and, by this reference, incorporated in and made a part of this Contract.

The Contractor's Certificates of Insurance are attached to Exhibit E entitled "Contractor's Certificates of Insurance," attached to and by this reference, incorporated in and made a part of this Contract. It is the Contractor's responsibility to provide updated Certificates of Insurance during the Contract term. Each updated Certificate of Insurance provided by the Contractor during the Contract term will be incorporated in this Contract.

8. ASSIGNMENT OR TRANSFER

a. The Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the Authority. In addition, the Contractor shall not subcontract the services to be performed pursuant to this Contract without prior written approval of the Authority. The names and qualifications of subcontractors or others whom the Contractor intends to employ, other than those identified, shall be submitted to the Authority for prior written approval.

b. The Authority hereby consents to the Contractor's subcontracting of portions of the Scope of Work to the following entities:

Subcontractor:	Description of Work	% of Work to be Performed
-----------------------	----------------------------	----------------------------------

9. **TERMINATION AND REMEDIES FOR BREACH**

a. **Termination for Convenience.** The Authority may terminate this Contract for the Authority's convenience at any time by giving Contractor ten (10) days' written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The Authority shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to effect such termination. Thereafter, Contractor shall have no further claims against the Authority under this Contract. All finished or unfinished documents and materials proposed for or produced under this Contract shall become Authority property upon date of such termination and Contractor shall immediately deliver to the Authority all documents and materials accumulated or generated in performing the Contract, whether completed or in process.

b. **Termination for Breach of Contract.**

i. If Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the Authority may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the Authority within the time permitted by the Authority, then the Authority may terminate this Contract due to Contractor's breach of this Contract.

ii. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the Authority may immediately terminate this Contract.

iii. If Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates any pertinent federal regulations, then the Authority may immediately terminate this Contract.

iv. In the event the Authority terminates this Contract as provided in this Subparagraph 9.b. the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, Services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the Authority for all of its costs and damages, including, but not limited to, any excess costs for such Services.

v. All finished or unfinished documents and materials produced or procured under this Contract shall become Authority property upon date of such termination and Contractor shall immediately deliver to the Authority all documents and materials accumulated or generated in performing the Contract, whether completed or in process.

vi. The Authority may withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of any amounts owed by the Authority to the Contractor, in the event the performance of the Contractor's work is in dispute or for any other reasonable purpose at the discretion of the Authority.

vii. If, after notice of termination of this Contract under the provisions of this Subparagraph 9.b., it is determined for any reason that Contractor was not in default under the provisions of this Section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 9.a., Termination for Convenience.

viii. The rights and remedies of the Authority provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

c. Termination at End of Contract Term

i. Following the expiration of the Contract at the end of the Contract Term, all finished or unfinished documents and materials produced or procured under this Contract shall become Authority property upon date of such termination and Contractor shall immediately deliver to the Authority all documents and materials accumulated or generated in performing the Contract, whether completed or in process.

ii. The Authority may withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of any amounts owed by the Authority to the Contractor, in the event the performance of the Contractor's work is in dispute or for any other reasonable purpose at the discretion of the Authority.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL STATUTES AND REGULATIONS

The Contractor, in performance of this Contract, warrants and certifies that it will comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County of Los Angeles, and the City of Los Angeles. The Contractor understands that failure to comply with any of the following assurances may result in suspension or termination of this Contract or any of the remedies provided for herein. The Contractor further warrants and certifies that it will comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Contract.

11. MINORITY/WOMEN'S BUSINESS ENTERPRISE

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

12. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

a. In the performance of work under this Contract, the Contractor and its subcontractors, if any, shall not discriminate in their employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual preference or physical handicap. The Contractor and its subcontractor(s), if any, shall submit their Affirmative Action Plans to be reviewed and approved by the Authority within thirty (30) days after the commencement of this Contract.

b. In accordance with regulations issued by the United States Department of Housing and Urban Development ("HUD") pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (24 CFR Part 8), the Contractor must not discriminate against any otherwise qualified individual with handicaps.

c. In carrying out the obligations under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap. The Contractor will take affirmative action to

ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap. Such action includes, but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

d. The Contractor agrees to post on conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap. The Contractor will incorporate the foregoing requirements of these Subparagraphs in all contracts for project work, except contracts for standard commercial supplies or raw materials, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for project work.

13. SECTION 3 COMPLIANCE – TRAINING AND EMPLOYMENT OPPORTUNITIES FOR RESIDENTS

a. The work to be performed under this Contract is on a project assisted by a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of Section 3, as well as the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no obligation contractually or otherwise, that would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or workers' representative with which the Contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the Contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this clause in every subcontract for work in connection with the period and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 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.

14. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS

The Authority and the Contractor must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

15. INVENTIONS, PATENTS AND COPYRIGHTS

a. Reporting Procedure. If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Contract, the Contractor shall report the fact and disclose the Invention promptly and fully to the Authority. The Authority shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the Authority and the Grantor and its representative on these matters, the Grantor shall determine whether to seek protection on the Invention. If applicable under the laws, the Grantor and its representative shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Chapter 18 of Title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262).

Insomuch as the rights and interests in the Invention are concerned, Contractor hereby agrees to be bound by the Policy and will contractually cause its personnel to oblige by the same requirements.

b. Rights to Use Inventions. The Authority shall have unencumbered right and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all Authority purposes.

c. Copyright Policy

i. Contractor and the Authority intend this to be a contract for services and each considers the products and results of the services to be rendered by Contractor hereunder the "Deliverables" to be a work for hire. The Contractor acknowledges and agrees that the Deliverables belong to and shall be the sole and exclusive property of the Authority.

ii. If for any reason the Deliverables would not be considered a work made for hire under applicable law, and/or Contractor has incorporated previously copyrighted materials within the Deliverables then Contractor grants the Authority, its successors and assigns, a paid-up, nonexclusive, irrevocable worldwide license in the Deliverables to reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, by and on behalf of the Authority. Contractor is required to affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402, and acknowledgment of Government funding, (including the contract number) to the data whenever such copyrighted materials created outside the scope of this Contract and incorporated into the Deliverables, are delivered to the Authority, published, or deposited for registration as a published work in the U.S. Copyright Office. All other rights are reserved by the copyright owner.

iii. Contractor agrees to execute all papers and to perform such other proper acts as Authority may deem necessary to secure for Authority or its designee the rights herein assigned.

d. Rights to Data.

i. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software, except computer software developed at private expense and that is trade secret; is commercial or financial and confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management

information as set forth in 48 CFR 27.401.

ii. The Authority shall have "Unlimited Rights" to any data first produced or delivered under this Agreement. "Unlimited Rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so, as defined in 48 CFR 27.401. Where the Data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C. Sections 401 or 402, the Authority is granted, or Contractor shall acquire on behalf of Authority, a copyright license for use of the Data pursuant to 48 CFR 27.404-3(b)(1)(i).

e. **Obligations Binding on Subcontractors.** Contractors hereby agrees to contractually bind all of its subcontractors to the same terms herein in protecting the interests and titles in all intellectual property rights of the Grantor and the Authority under this Contract.

16. WORKING PAPERS

All statements, records, schedules, working papers and memoranda made by Contractor incident to, or in the course of, rendering services to the Authority pursuant to this Contract, except for the Deliverables submitted by the Contractor to the Authority and except for records which are part of the Authority's records, shall be and remain the property of the Contractor in the absence of an express agreement between the Contractor and the Authority to the contrary. No such statement, record, schedule, working paper, or memoranda shall be sold, transferred, or bequeathed, without the consent of the Authority, to anyone other than the Authority's licensee, successor's, or assigns, or any combined or merged firm or successor in interest to the Contractor.

17. LICENSES AND PERMITS

The Contractor warrants that it has all necessary licenses and permits for the work to be performed under this Contract. The Contractor represents that it will immediately obtain or has obtained and presently holds a valid Business Tax Registration Certificate(s) as required by the Los Angeles Municipal Code, Article 1, Chapter 2, Sections 21.00, et. seq. The Contractor shall maintain, or obtain as necessary, any or all such certificate(s) and shall show proof of such certificate(s) to the Authority prior to the commencement of the Contract.

18. 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.

19. 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.

20. WARRANTY OF CONTRACTOR

a. The Contractor 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.

b. The Contractor 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.

c. The Contractor 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, (iii) favorable treatment of the Contractor by the Authority in the administration of the Contract or in the making of any determination with respect to the Contractor's performance of its obligations under the Contract.

21. CLEAN AIR AND WATER

a. Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency ("EPA") determines that independent facilities are collocated in one geographical area.

b. In compliance with regulations issued by the EPA, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Contractor agrees to –

- i.** Not utilize any facility in the performance of this Contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to 40 CFR Part 15 of the regulations for the duration of time that the facility remains on the list;
- ii.** Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this Contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
- iii.** Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,
- iv.** Include or cause to be included the provisions of this clause in every subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

22. ENERGY EFFICIENCY

The Contractor shall comply with all 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.

23. PROCUREMENT OF RECOVERED MATERIALS

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

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

24. 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 this Contract or as a result of any alleged breach of any provision of this Contract, each party shall bear its own costs and expenses, including attorneys' fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

25. DISPUTES

This Contract is made, entered into and executed in Los Angeles County, California, and any action filed in any court for the interpretation, enforcement or other action with respect to the terms, conditions or covenants referred to herein shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California. Pending the final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under this Contract and in accordance with the Authority's instructions.

26. AUDIT AND INSPECTION OF RECORDS

After receipt of reasonable notice and during the regular business hours of the Contractor, the Contractor shall provide the Authority, or agents of the Authority, such access to the Contractor's records and facilities as the Authority deems necessary to examine, audit, inspect, excerpt, photocopy, or transcribe the Contractor's records relative to work performed under this Contract. Accounting and financial records shall be maintained in accordance with generally accepted accounting principles. All records shall be maintained and access shall be provided to the Authority during the entire term of this Contract and for three (3) years after final payment by the Authority hereunder, unless the Authority gives written permission to the Contractor to dispose of said records prior to this time.

27. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

28. 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 intended as follows:

To: **Housing Authority of the City of Los Angeles**
2600 Wilshire Boulevard, 3rd Floor
Los Angeles, CA 90057
Attention: Contracting Officer

With a copy to: **Housing Authority of the City of Los Angeles**
2600 Wilshire Boulevard, 3rd Floor
Los Angeles, CA 90057
Attention: Linda Ennabe, Contract Administrator

To: **CONTRACTOR INFO**

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.

Approved as to form
CARMEN A. TRUTANICH
City Attorney

By _____
Deputy City Attorney

Date _____
General Counsel for the Housing Authority
of the City of Los Angeles

HOUSING AUTHORITY OF THE
CITY OF LOS ANGELES

By _____
President and CEO

Date _____

COMPANY NAME

By: _____
(Signature of Person Authorized To Sign)

Title: _____

Date: _____

LIST OF EXHIBITS THAT WILL BE ATTACHED TO CONTRACT

- A Scope of Work
- B Schedule of Fees
- C Schedule of Fees for Additional Work
- D Insurance Requirements
- E Contractor's Certificates of Insurance
- F Contractor's Proposal
- G General Conditions for Non-Construction Contracts (HUD Form 5370-C), Section I

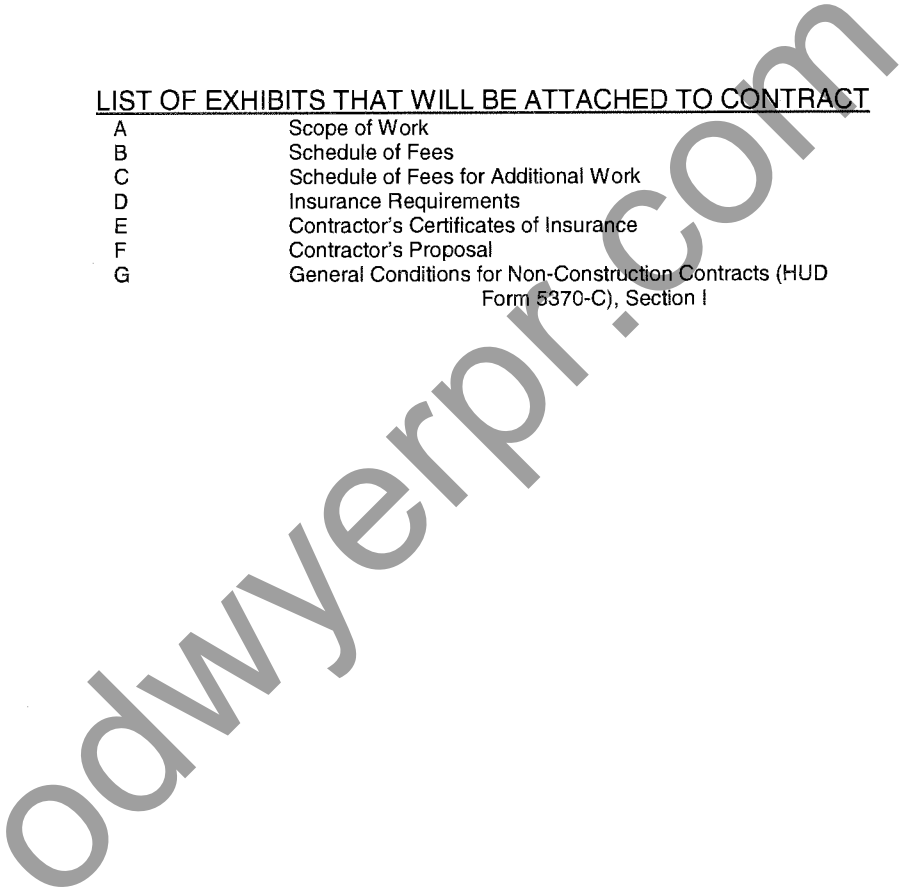


EXHIBIT C

COST AND PRICE FORM

Odwyerpr.com

COST AND PRICE FORM

The Contractor shall fill in **all** the blanks in the following fee schedule.

Title/ Position	Estimated Hours*	Rate/Hour
President	300	\$
Vice President	200	\$
Sr. Account Executive	145	\$
Administrative	40	\$

*Estimated hours are just an estimate of the possible use per year. Please note that this does not guarantee any minimum amount of work as the work is on an as-needed-basis.

Expenses and Costs: Absent HACLA prior approval, HACLA will not pay for any extraordinary expenses incurred. HACLA will not pay for first class air fare or luxury hotels. Any item of expense which exceeds \$500.00 must be approved by us in advance, in writing. Any expenses submitted for payment shall be accompanied by appropriate receipts, invoices, or proof of expenditure. Do not bill HACLA for the following expense items at more than the lesser of your actual cost or the specified rates:

- **Photocopying:** Do not charge HACLA for photocopying.
- **Cellular Telephone:** Do not charge HACLA for cellular telephone charges.
- **Postage:** Do not charge HACLA for postage.
- **Travel:** Describe in detail on the bill any travel expenses incurred and include copies of all receipts. Only coach fare will be reimbursed for travel. (i) Hotel and Accommodations; (ii) Air Fare; and (iii) Per diem at the GSA posted rates for Los Angeles, which is max lodging \$135 (exc. Taxes) plus \$71 for M&IE with a total of \$206 max per diem.
- **Mileage:** Do not charge HACLA for mileage.

No Surcharges/Mark-ups: All expenses will be billed to HACLA at actual net cost, without any "mark ups" or surcharges.

EXHIBIT D

AFFIRMATIVE ACTION REQUIREMENTS AND CERTIFICATION

Odwyerpr.com

AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS OF THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

To be deemed responsible and in compliance with the principles of Equal Employment Opportunity, the following standards must be met by all contractors and by all proposers on Authority contracts. The "lowest responsible bidder" for any Authority contract shall be bidder who satisfies the compliance requirements and submits the lowest dollar bid amount. (Where one of the bidders completely satisfies all the requirements, the Authority may, at its option, consider the bidder who substantially complies with the requirements).

All proposers for the Authority contracts shall submit with their proposals, documented evidence to satisfy the compliance requirements. Proposers and Contractors shall provide information, as requested by the Housing Authority Affirmative Action Office, for determination of compliance with these requirements. Additionally, in order to confirm or determine compliance with these requirements, proposers and contractors shall permit access to their books, records and employees by the Housing Authority Affirmative Action Office.

Responsible proposers and contractors shall have:

1. A written Affirmative Action Policy and Program. This Affirmative Action Policy and Program shall contain, but not be limited to, all required content elements specified in "Subpart B - Required Contents of Affirmative Action Programs" of Revised Order No. 4 of the Office of Federal Contract Compliance, United States Department of Labor.

Proposers and Contractors not having a written Affirmative Action Policy and Program may adopt, by signatory certification, the "Affirmative Action Policy and Program for Contractors" of the Housing Authority.

Evaluation of bidders Affirmative Action Policy and Program will be made by the Housing Authority Affirmative Action Office. This evaluation will evaluate the completeness, the scope, the regency and the goals timetable in the bidder's Affirmative Action Policy and Program.

2. Documented evidence of efforts made over a period of not less than two (2) years, in increasing the participation and utilization of ethnic minority persons and females, at all levels of the company leading to parity with the local population. Such documented evidence may include, but not be limited to:
 - A. Recruitment efforts made which were targeted at ethnic minority persons and/or females, including but not limited to:
 - (i) Advertisement placed in "minority" news media.
 - (ii) Request made to labor referral agencies, such as labor unions, employment agencies, and the State Employment Development Department.

- (iii) Requests for referrals by present of former ethnic minority employees or females.
 - (iv) Contracts made with local schools and public or private skills training programs with high "minority" and/or female enrollment.
 - (v) Notification to "minority" community organizations of employment opportunities.
- B. Evaluation and validation of personnel policies, selection requirements and employment specifications and procedures for compliance with federal and state nondiscrimination standards.
 - C. Efforts made with labor referral agencies to attract, train and employ ethnic minority and female persons.
 - D. Management level training programs to "sensitize" staff, in working effectively with ethnic minority and female persons.
 - E. Efforts to identify and utilize "minority" business enterprises for supplies and services.
 - F. Written company policies, rules and procedures for the promulgation of equal opportunity.
3. Documented evidence of company workforce statistics, showing employment of ethnic minority and female persons, in all applicable job categories established by the United States Equal Employment Opportunity Commission, at or exceeding parity with the population of the city or county from which the business is operated, for each ethnic minority group comprising three percent (3%) or more.
4. Such documented evidence, when verified will entirely satisfy these standards, and such bidder shall be considered responsible and compliant with the principles of Equal Employment Opportunity.

VENDOR AFFIRMATIVE ACTION CERTIFICATION

(Complete, attach specified supplemental materials and submit with bid).

Company _____

Address _____

Telephone _____

Section One - AFFIRMATIVE ACTION POLICY AND PROGRAM

- A. Does your company have a written Equal Employment Opportunity Policy?
YES [] NO []

If so, please submit a copy of this policy with this certification.

- B. Does your company have a written Affirmative Action Program?
YES [] NO []

If so, please submit.

- C. If your company does not have both the written Equal Employment Opportunity Policy and written Affirmative Action Program, will the company adopt (*by signatory certification*) the provision of the Housing Authority's Affirmative Action Policy and Program for Vendors attached hereto? If not, please explain in the space provided below.

Section Two - RESPONSIBILITY AND CERTIFICATION

Firm's designee (*name*) _____

Equal Employment Opportunity Officer is: (*title*) _____

We certify, under penalty of perjury, that the information herein and on the reverse hereof is true and correct.

Company *Authorized Signature*

Date *Title*

AFFIRMATIVE ACTION POLICY AND PROGRAM FOR CONTRACTORS

(To be submitted by contractors not having their own written Equal Employment Opportunity Policy and Affirmative Action Program).

We, (*Company Name*) _____
adopt the following provision consistent with the Affirmative Action Policy and Program of the Housing Authority, as our official Affirmative Action Policy and Program.

AFFIRMATIVE ACTION POLICY

(*Company Name*) _____
recognizes the intent of local, state and federal laws that all individuals, groups and concerns be given and equal opportunity and fair share of jobs, contracts another business opportunities, regardless of race, color, creed, religion, sex, national origin, age, or physical handicap.

The denial of equal access to development and growth opportunities has permitted discrimination to continue in a variety of forms. Therefore, we recognize and accept the responsibility to design and implement programs that strike at the total problem. We aggressively insure the entry and growth of ethnic minority persons and women in our total endeavors.

The following Affirmative Action Program serves to reiterate our policy of Equal Opportunity in employment and business. The goals and actions of this program are realistic and achievable within a framework of fairness to all, they shall not be regarded as quotas. The goals and actions address themselves to current problems and are subject to periodic review and revision to ensure maximum effectiveness.

AFFIRMATIVE ACTION PROGRAM

We, (*Company Name*) _____
certify that we shall immediately begin to make all good faith efforts to include within our
employ, minority persons and women in the numbers specified in the goals timetable.

I. GOALS TIMETABLE

We adopt the following minimum ranges of goals for ethnic minority and female
utilization in each occupational category and organization levels, as a guide for
evaluation of our Affirmative Action progress.

Ethnic Minorities	Females
21% - 25%	21% - 25%

Where work is performed or business operated outside Los Angeles County, the
Affirmative Action Goals Timetables will equate to the ethnic minority and female
presentation of the employment area's workforce.

In no event shall we utilize these goals, timetable or affirmative action steps in such
a manner as to cause or result in discrimination against any person on account of
race, religion, sex, ancestry, national origin, age, or physical handicap.

II. SPECIFICATIONS

A. We shall recruit and make efforts to obtain minorities through:

1. Advertising employment opportunities in minority community news
media;
2. Notifying minority community organizations of employment
opportunities;
3. Maintaining contact with schools with minority students to notify them
of employment opportunities;
4. Encouraging present minority employees to refer their friends and
relatives;
5. Promoting after school and vacation employment opportunities for
minority youth;
6. Validating all employment specifications, selection requirements,
tests, etc;

7. Maintaining a file of the names and addresses of each minority worker referred and what action was taken concerning workers; and
 8. Notifying the Housing Authority in writing, when a union with whom we have a collective bargaining agreement has failed to refer minority workers.
 - B. We shall, continually, evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made to achieve and maintain an ethnically balanced workforce.
 - C. We shall utilize training programs and assist minority employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
 - D. We shall secure cooperation compliance from the labor referral agency to our contractual affirmative action obligations.
 - E. We shall establish a position, at the management level, to be our Equal Employment Opportunity Officer; such individual shall disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
 - F. We shall maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations and make such records available to the Housing Authority and other regulatory agencies upon request.
 - G. We shall make a good faith effort to contract with minority business enterprises for services and supplies, by taking affirmative action which includes but is not limited to the following:
 1. We shall advertise invitation for subcontractor bids in minority and community news media.
 2. We shall contact minority contractor organizations for referral of prospective subcontractors.
 3. We shall contact any other sources likely to yield qualified minority contractors and vendors.
 4. We shall purchase from qualified minority vendors where practical.

- H. We shall make good faith efforts with respect to apprenticeship and training programs to:
1. Recruit and refer minority employees to such programs.
 2. Establish training programs within our company and/or our association that will prepare minority employees for advancement opportunities.
 3. Abide by requirements of the Labor Code of the State of California with respect to the provisions of apprenticeship opportunities.
- I. We shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all our operations and contracts. Bid and proposal policies shall be provided to our employees, subcontractors, vendors, unions and all others with whom we may become involved in fulfilling any of our contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum.
- J. Where problems are experienced in complying with our affirmative action obligations, we shall document our efforts to comply with the requirements by the following procedures:
1. We shall state the nature of the problem.
 2. We shall state what we attempted to do, how, and on what date.
 3. We shall state to whom our efforts were directed.
 4. We shall state the response received and its date.
 5. We shall state what other steps we have taken or will take to comply and when.
 6. We shall state why we have been or will be unable to comply.
- K. We shall complete and file with the Housing Authority an acceptable Affirmative Action Policy and Program with all bids/proposals.

Authorized Signature

Title

Date

WORKFORCE PROFILE

FULL TIME EMPLOYEES BY OCCUPATION, GENDER AND RACE: Indicate below the number of permanent full-time (8 hours or more per day) employees in each occupational category, and by gender, for each racial/ethnic group listed below for your firm's total workforce.

OCCUPATION	MALE EMPLOYEES					FEMALE EMPLOYEES					TOTAL EMPLOYEES			
	African Amer	Asian	Amer Indian	Latin	All Others	Total Males	African Amer	Asian	Amer Indian	Latin	All Others	Total Females	TOTAL Others	TOTAL Minority
A. Officials and Managers														
B. Professionals														
C. Technicians														
D. Sales Workers														
E. Office and Clerical														
F. Craftworkers (skilled)														
G. Operative (semi-skilled)														
H. Laborers (unskilled)														
I. Service Workers														
TOTAL														

"RACIAL / ETHNIC GROUPS"

As defined by the U.S. Equal Employment Opportunity Commission:

African-American (Black): persons of any of the Black/Negroid racial groups (not Hispanic background)

Asian: persons having origins in any of the original peoples of the Far East, South Asia, or the Pacific Islands

American Indian: persons having origins in any of the original peoples of North America, including Alaska

Latin (Hispanic): persons of Mexico, Puerto Rico, Cuba, Central America or other Spanish culture or origin regardless of race.

"NON-PERMANENT WORKERS"

Number of "non-permanent" workers employed as of this date: _____

Average number of "non-permanent" workers each month: _____

Average number of ethnic minority persons employed as "non-permanent" workers each month: _____

Average number of females employed as "non-permanent" workers, each month: _____

Average length of employment for "non-permanent" workers: _____

EXHIBIT E

NON-COLLUSION AFFIDAVIT

Odwyerpr.com

NON-COLLUSION AFFIDAVIT

State of California
County of Los Angeles

_____, being duly sworn according to the law, deposes and says:

That he/she
is _____
Title

Of _____
—
_____ **Name of Bidder**

The party making the foregoing Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid price, or of that any other Bidder, or to secure any advantage against The Housing Authority of the City of Los Angeles, (HACLA) or any person interested in the proposed contract; and that statements in said Bid are true.

In addition, the Bidder further certifies that he/she **has/has not** (circle one) been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to bidding on any public contract within the last three years. Such acts or conviction does not automatically disqualify a bidder, but may be grounds for administrative suspension or grounds for consideration by HACLA as to whether HACLA should decline to award a contract to such Bidder on the basis of a lack of responsibility.

Signature of Bidder

Subscribed and sworn to me this _____ day of _____, 2011

Notary Public

My Commission Expires _____ Seal

EXHIBIT F

**MBE/WBE REQUIREMENTS, AFFIDAVIT AND CERTIFICATION
VENDOR APPLICATION**

Odwyerpr.com

**AFFIDAVIT REGARDING COMPLIANCE WITH MBE/WBE
AND
OTHER BUSINESS OUTREACH PROGRAM REQUIREMENTS**

The undersigned hereby swears or affirms that the following statements are true and correct to the best of **his/her** knowledge. That **he/she** is a representative of the Bidder and is authorized to make these statements:

That the Bidder made the following efforts in a good faith attempt to comply with the MBE/WBE and Other Business Outreach Program Requirements as indicated by initialing in the places provided:

1. We obtained participation by MBEs/WBEs enterprises to produce a level of participation by interested vendors/suppliers including _____% MBE and _____% WBE.

Initial

Note: Attainment of the anticipated levels of participation, by itself, shall not be construed as evidence of "good-faith" outreach by the Bidder.

2. We **attended/did not attend** (circle one), pre-bid or pre-proposal meeting(s), scheduled by HACLA to inform all Bidders of the requirements for the RFP for which a contract(s) will be awarded.

Initial

3. We identified specific items in the bid to be performed and/or provided by vendors/suppliers to provide an opportunity for participation by MBE/WBEs.

Initial

4. We **advertised/did not advertise** (circle one) for quotations from interested MBE/WBE firms not less than _____ calendar days prior to the submission of bids in more than one daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media.

Initial

5. We provided written notice of our interest in bidding this bid to those business enterprises, including MBE/WBEs having an interest in participating in such contracts. All notices of interest were provided not less than _____ calendar days prior to the date the bids were required to be submitted.

NOTE: In all instances, the Bidder must document that invitations for subcontracting were communicated to available MBE/WBE enterprises for each item of work to be performed. (The Mayor's Office of Economic Development and/or Authorities are available to assist in identifying interested MBE/WBE and other business enterprises).

Initial

6. We can provide documentation of our efforts to follow up initial MBE/WBE solicitation of interest by contacting the business enterprises to determine with certainty whether the enterprises were interested in performing specific portions of the contract.

Initial

7. We provided interested MBE/WBEs with information about the specifications and other bid requirements (as applicable) for the selected subcontracting work.

Initial

8. We requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBEs firms not less than _____ days prior to the submission of bid.

Initial

9. We negotiated in good faith with interested MBE/WBEs and did justifiably reject bids prepared by any of these firm(s).

NOTE: As documentation, the Bidder upon request by the HACLA, must submit a list of all subcontractors for each item or work solicited, including dollar amounts of potential work for MBE/WBEs.

Initial

10. We documented efforts to advise and assist interested MBE/WBE firms in obtaining bonds, lines of credit or insurance required by the HACLA or our firm, (as applicable).

Initial

That upon being requested to do so, we will provide evidence of the efforts made as indicated above, within three (3) working days of such request.

I declare under a penalty of perjury that the foregoing information is true and correct.

Date: _____

Company Name: _____

Company Address: _____

Signature: _____

Printed Name
And Title: _____

MBE/WBE CERTIFICATION

State of California
County of Los Angeles

_____, being first duly sworn, deposes and says:

That **he/she** is _____ of
Title

Name of Bidder

Said Bidder has fully understood the Housing Authority of the City of Los Angeles (HACLA) MBE/WBE Program requirements and certifies that Bidder (circle one) **has/has not**, in good faith, performed outreach to MBEs and WBEs as described in the RFP documents.

Bidder also certifies that upon the HACLA's request, Bidder shall provide all information, documents, records, and proof verifying its MBE/WBE requirements.

Signature of Bidder if Bidder is Individual
Signature of partner if Bidder is a Partnership
Signature of officer if Bidder is a Corporation

Subscribed and sworn to me this _____ day of _____, 2011

Notary Public _____

My Commission Expires. _____

Seal

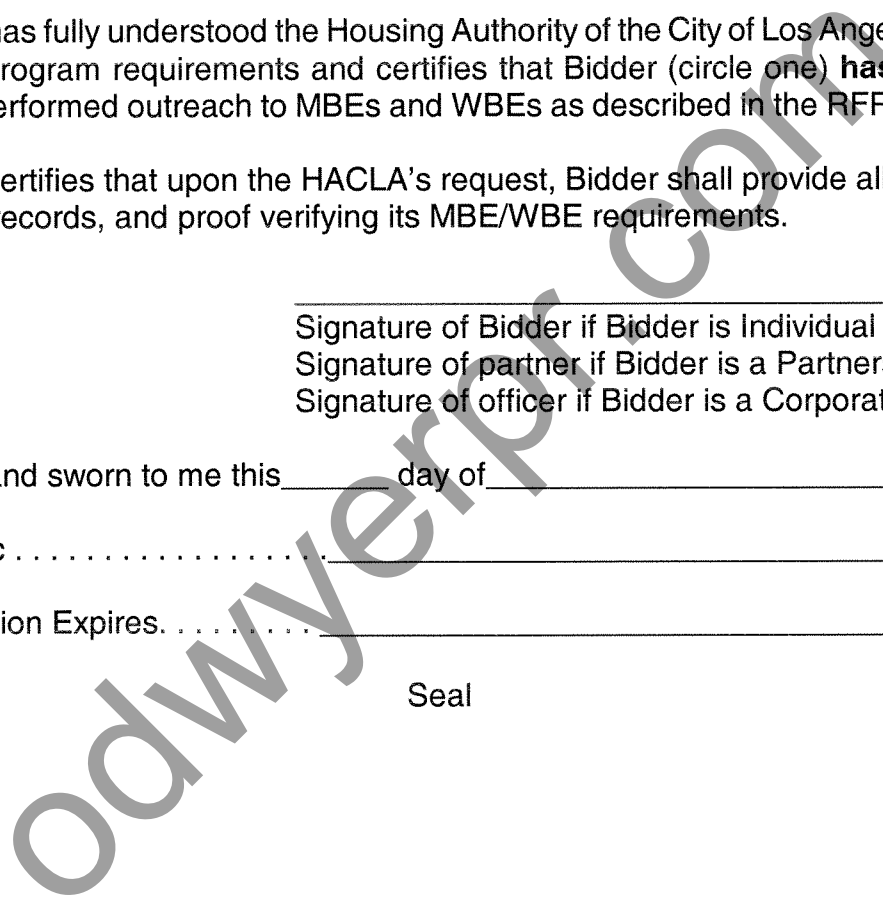


EXHIBIT G

**INSTRUCTIONS TO OFFERORS
HUD FORM 5369-B**

Odwyerpr.com

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

EXHIBIT H

**CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS
HUD FORM 5369-C**

Odwyerpr.com

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- | | |
|---------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

EXHIBIT I

**GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS
FORM HUD-5370-C**

Odwyerpr.com

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall 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 Disputes herein.

4. Examination and Retention of Contractor's Records

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

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other 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.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

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

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

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

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

(ii) Any reasonable payment to a person, other than an officer or employee of a

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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 contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 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 contractor 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 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 contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 contractor'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.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

EXHIBIT J

SECTION 3 REQUIRMENTS & CERTIFICATION FORMS

- I. Section 135.30
Numerical Goals for Meeting the Greatest
Extent Feasible Requirement
- II. Section 135.34
Preference for Section 3 Residents in
Training and Employment Opportunities
- III. Section 135.36
Preference for Section 3 Business
Concerns in Contracting Opportunities
- IV. Section 135.38
Section 3 Clause
- V. Section 135.40
Providing Other Economic Opportunities
- VI. Section 135.5
Definitions
- VII. Section 3 - Bidder Certification Regarding
Status as a Section 3 Business Concern

I. SECTION 135.30

Numerical Goals for Meeting the Greatest Extent Feasible Requirement

(a) GENERAL

- (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth in this Section for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (2) The goals established in this section apply to the entire amount of the Section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule - (October 1, 1994).
- (3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (4) The numerical goals established in this Section represent minimum numerical goals.

(b) TRAINING AND EMPLOYMENT

The numerical goals set forth in this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ Section 3 residents, to the greatest extent feasible, should be made at all levels.

Numerical goals for Section 3 covered Public and Indian Housing Programs. Recipients of Section 3 covered Public and Indian Housing assistance (as described in Sec. 135.5) and their contractors and subcontractors may demonstrate compliance with this part by committing to employ Section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995 - (October 1, 1994 to September 30, 1995);
- (ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996 - (October 1, 1995 to September 30, 1996);
- (iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter - (October 1, 1996 and thereafter).

(c) CONTRACTS

Numerical goals set forth in this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor may demonstrate compliance with the requirements of this part by committing to award to Section 3 Business Concerns:

- (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian Housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

(d) SAFE HARBOR AND COMPLIANCE DETERMINATIONS

- (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the Section 3 preference requirements.
- (2) In evaluating compliance, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in Sec. 135.40, which were provided in its efforts to comply with Section 3 and the requirement of this part.

II. SECTION 135.34

Preference for Section 3 Residents in Training and Employment Opportunities

- (a) Order of providing preference. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in this section.
 - (1) Public and Indian Housing Programs.
In Public and Indian Housing Programs, efforts shall be directed to provide training and employment opportunities to Section 3 residents in the following order of priority:
 - (i) Residents of the housing development or developments for which the Section 3 covered assistance is expended (category 1 residents);
 - (ii) Residents of the other housing developments managed by the Housing Authority that is expending the Section 3 covered assistance (category 2 residents);
 - (iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or non metropolitan county) in which the Section 3 covered assistance is expended (category 3 residents);
 - (iv) Other Section 3 residents.
- (b) Eligibility for Preference:

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Sec. 135.5. (An example of evidence of

eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) Eligibility for Employment:

Nothing in this part shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

III. SECTION 135.36

Preference for Section 3 Business Concerns in Contracting Opportunities:

(a) Order of Providing Preference:

Recipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in this section.

(1) Public and Indian Housing Programs. In Public and Indian Housing Programs, efforts shall be directed to award contracts to Section 3 Business Concerns in the following order of priority:

- (i) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time permanent workforce includes 30 percent of those persons as employees (category 1 businesses);
- (ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the Housing Authority that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or
- (iii) HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended (category 3 businesses).
- (iv) Business concerns that are 51 percent or more owned by Section 3 residents or whose permanent, full-time workforce includes no less than 30 percent Section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to Business Concerns identified in paragraphs (A) (1) (i) and (A) (1) (ii) of this section.

(b) Eligibility For Preference.

A Business Concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested, that the Business Concern is a Section 3 Business Concern as defined in Section 135.5

(c) Ability to Complete Contract.

A Section 3 Business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36 (b) (8)). This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

IV. **SECTION 135.38**

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- 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 contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 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 contractor 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 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 contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 contractor'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.

**V. SECTION 135.40
Providing Other Economic Opportunities**

- (a) General. In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3 covered assistance.
- (b) Other training and employment related opportunities. Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.
- (c) Other business related economic opportunities:
- (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand Section 3 Business Concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 Joint Ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR Part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economics opportunities to low-income persons.
 - (2) A Section 3 Joint Venture means an association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the Business Concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:
 - (i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
 - (ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

VI. SECTION 135.5

Definitions -As used in this part:

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 ACT, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business Concern that provides economic opportunities for low and very low-income persons. See definition of "Section 3 Business Concern" in this section.

Contract. See the definition of "Section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Department or HUD means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

Employment opportunities generated by Section 3 covered assistance means all employment opportunities generated by the expenditure of Section 3 covered public and Indian housing assistance (i.e. operating assistance, development assistance and modernization assistance, as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs, include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) means collectively, public housing agency and indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any

grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low and very low-income families.

Indian Housing Authority (IHA) has the meaning given this term in 24 CFR Part 905.

Indian tribes shall have the meaning given this term in 24 CFR Part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579 (a)).

Low income person. See the definition of "Section 3 Resident" in this section.

Metropolitan area means a metropolitan statistical area (MSA) as established the Office of Management and Budget.

Neighborhood area means:

- (1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographic designation.
- (2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204 (c) (1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

Public Housing Agency (PHA) has the meaning given this term in 24 CFR Part 941.

Public Housing resident has the meaning given this term in 24 CFR Part 963.

Recipient means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit or local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Secretary means the Secretary of Housing and Urban Development.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)

Section 3 Business Concern means a business concern, as defined in this Section:

- (1) That is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "Section 3 Business Concern."

Section 3 Clause means the contract provisions set forth in Sec. 135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means:

- (1) Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act;
- (2) Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- (3) Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act.
- (4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - (ii) Housing construction; or

- (iii) Other public construction project (which includes other buildings or improvements regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter I). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Joint Venture.

See Sec. 135.40.

Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or non metropolitan county in which the Section 3 covered assistance is expended, and who is:
 - (i) A low income person, as this term is defined in Section 3 (b) (2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3 (b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs for unusually high or low income families; or
 - (ii) A very low income person, as this term is defined in Section 3 (b) (2) of the 1937 Act (42 U.S.C. 1437a (b) (2)). Section 3(b) (2) of the 1937 Act (42 U.S.C. 1437a(b) (2) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the medium family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 Assistance means assistance provided under Section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the Section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low income person. See the definition of "Section 3 Resident" in this section.

Youthbuild programs. See the definition of "HUD Youth build programs" in this section.

Odwyerpr.com

VII

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

BIDDER CERTIFICATION

REGARDING STATUS AS A SECTION 3 BUSINESS CONCERN

I, (print name and title) _____

hereby certify that the business entity known as (print business name): _____

(please check one) **satisfies** _____ **does not satisfy** _____ one or more of the following definitions of a Section 3 Business Concern :

(If you are Section 3 Business Concern, please circle the number(s) that applies):

- (1) A Business Concern that is 51 percent (51%) or more owned by residents of the housing development or developments where the section 3 funding is being expended OR whose full-time, permanent work force includes 30% of those persons as employees; or
- (2) A Business Concern that is 51% or more owned by residents of other housing developments or developments managed by the Housing Authority that is expending the Section 3 covered assistance, OR whose full-time, permanent work force includes 30% of those persons as employees; or
- (3) A HUD Youthbuild program being carried out in the metropolitan area (or non metropolitan county) in which the Section 3 covered assistance is expended; or
- (4) A Business Concern that is 51% or more owned by Section 3 residents (low or very-low income persons from the metropolitan area or non metropolitan county who are not public housing residents of the housing authority expending section 3 funding), OR whose permanent, full-time work force includes no less than 30% Section 3 residents, OR that subcontracts in excess of 25% of the total amount of subcontracts with Business Concerns identified at (1) and (2) above.

Signature: _____

Date: _____

EXHIBIT K

HACLA CONFLICT OF INTEREST CERTIFICATION FOR RFP

I certify that: _____,
(Legal name of the proposer responding to the RFP hereinafter called "the RFP applicant")

(1) as required by 24 CFR 85.36(b)(3), maintains a written code of standards of conduct governing the performance of employees engaged in the award of administration of contracts. No employee, officer, or agent of the RFP applicant has participated or will participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. The conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or any organization which employs or is about to employ any of these persons has a financial or other interest in the firm selected for award. In addition, the officers, employees or agents of the RFP applicant will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements; and

(2) as required by 24 CFR 582.340(b), no employee, agent, consultant, officer, or official of the RFP applicant who exercises or has exercised any functions or responsibilities with respect to activities assisted by a federal grant, or who is in a position to participate in a decision making process or gain inside information with regard to such activity, has obtained or will obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter; and

(3) any exceptions to the statements in paragraphs (1) or (2) are listed below:

None: _____ (check if appropriate)

Exceptions: _____

The RFP applicant has conducted a review of persons and matters covered by the statements in paragraphs (1) and (2) and certifies that the information above is accurate and complete.

By: _____
(Executive Officer of RFP applicant)

Date: _____

EXHIBIT L

AFFIDAVIT REGARDING INFORMATION SUBMITTED BY THE PROPOSER

By signing and submitting this Affidavit, the proposer certifies the following:

The information and documents submitted in this application contain material representations of fact upon which HACLA will rely on in determining which vendors will be awarded the RFP. If it is later determined that the proposer knowingly provided erroneous information in its application, such act shall be deemed a misrepresentation and an act of fraud, and HACLA, in addition to other remedies available to it, may pursue all available remedies, including the rescission of the award, the suspension or debarment of the vendor.

Date: _____

Company Name: _____

Company Address: _____

Signature: _____

Printed Name
And Title: _____

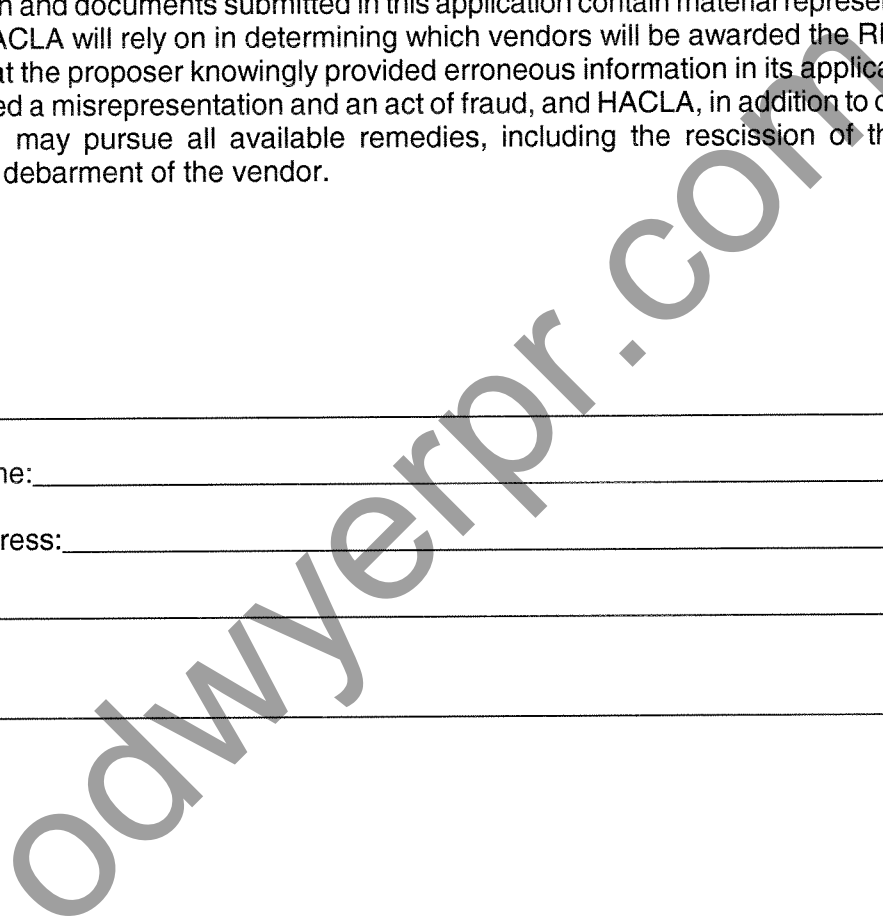


EXHIBIT M

VENDOR APPLICATION

Download and complete the vendor application located on the Authority's website
<http://www.hacia.org/business/>

Call 213-252-5417 to confirm that your company was previously vetted. If your firm was properly vetted a new vendor application is not required.

Odwyerpr.com