

## **Solicitation 1602-008**

### **Media & Public Relations Consultant**

### **Bid Designation: Public**



**Housing Authority of the County of Santa Clara**

## Bid 1602-008 Media & Public Relations Consultant

Bid Number **1602-008**  
Bid Title **Media & Public Relations Consultant**  
Expected Expenditure **\$0.00** (This price is expected - not guaranteed)

Bid Start Date **Feb 16, 2016 7:54:00 PM PST**  
Bid End Date **Mar 8, 2016 4:00:00 PM PST**  
Question & Answer  
End Date **Mar 7, 2016 4:00:00 PM PST**

Bid Contact **Isaura Ayala**  
**Sr. Procurement Analyst**  
**Employee Services**  
**isaura.ayala@hacsc.org**

Contract Duration **2 years**  
Contract Renewal **3 annual renewals**  
Prices Good for **90 days**

Bid Comments **The Housing Authority of the County of Santa Clara is soliciting proposals from qualified consulting firms to provide media and public relations consulting services on behalf of the agency. Please review Exhibit A for a complete list of requirements associated with this Request for Proposal. The anticipated total contract terms is 5 years.**  
**Only electronic submissions via BidSync will be accepted. Please note the deadline for Questions & Answers. All inquiries and requests for clarification must be submitted through BidSync.**

### Item Response Form

Item **1602-008-01-01 - Cost Proposal**  
Quantity **1 lump sum**  
Unit Price   
Delivery Location **Housing Authority of the County of Santa Clara**  
HACSC - Main Office  
505 West Julian Street  
San Jose CA 95110  
**Qty 1**

**Description**  
Please include a cost proposal for the delivery of a strategic plan

Item **1602-008-01-01-01 - On-Call Services**  
Quantity **1 hour**  
Unit Price   
Delivery Location **Housing Authority of the County of Santa Clara**  
HACSC - Main Office  
505 West Julian Street  
San Jose CA 95110  
**Qty 1**

**Description**  
Please include an hourly rate for on-demand consulting services.





505 West Julian Street  
San Jose, California 95110

## **REQUEST FOR PROPOSALS**

### **INTRODUCTION**

The Housing Authority of the County of Santa Clara (**HACSC**) was established in 1967 by the County of Santa Clara Board of Supervisors to locally administer federal rent subsidy programs authorized under the United States Housing Act of 1937. Now in its 49th year, HACSC provides rental subsidies and develops affordable housing for low income families, seniors and persons with disabilities living in the City of San José and Santa Clara County, the heart of Silicon Valley. Through its affiliate entities, the agency manages approximately 2,600 affordable rental units across 26 housing developments throughout the County of Santa Clara and administers approximately 17,000 vouchers. The large population and critical need for affordable housing in the County of Santa Clara has made the agency one of the largest public housing authorities in the country. Through its accomplishments and partnerships with community organizations, local property owners, major financial institutions and local city government, the agency has also become one of the most reputable in the nation.

The Housing Authority of the County of Santa Clara's mission is to provide and inspire affordable housing solutions to enable low-income people in Santa Clara County to achieve financial stability and self-reliance.

For more information about the agency, please visit: [www.hacsc.org](http://www.hacsc.org).

### **PURPOSE**

HACSC is soliciting proposals from qualified firms to provide media and public relations consulting services described in **Attachment 1** "Scope of Work" of the sample contract (**Exhibit C**). The contract term is anticipated to begin immediately after contract execution and continue through March 31, 2018 (the "**Initial Term**"), and include three additional one-year options, for a total contract term of 5 years. The proposed timeline for this solicitation is the following:

<b>MILESTONE</b>	<b>DUE DATE</b>
Release of RFP via BidSync	February 16, 2016
Last day for Questions & Answer (via BidSync)	March 7, 2016 at 4pm
Proposals due	March 8, 2016 at 4pm
Evaluations & Interviews (if HACSC deems necessary)	Week of March 7 <sup>th</sup>
Contract award and execution	Week of March 14, 2016

## **GENERAL CONDITIONS**

### **ARTICLE 1 — HACSC'S RESERVATION OF RIGHTS**

- 1.01 Right to Amend, Reject, Waive, or Terminate the Solicitation.** HACSC reserves the right to amend through addenda, to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the process at any time, if HACSC deems it necessary or in its best interests.
- 1.02 Right to Not Award.** HACSC reserves the right not to award a contract pursuant to this solicitation.
- 1.03 Right to Terminate.** HACSC reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience upon ten (10) days written notice to the successful Proposer(s).
- 1.04 Right to Determine Time and Location.** HACSC reserves the right to determine the days, hours and locations that the successful Proposer(s) shall provide the services called for in this solicitation.
- 1.05 Right to Retain Proposals.** HACSC reserves the right to retain all proposals submitted and not permit their withdrawal, unless authorized in writing by HACSC's Procurement Representative, for a period of ninety (90) days following the proposal deadline.
- 1.06 Right to Reject Any Proposal.** HACSC reserves the right to reject any proposal, in whole or in part, that does not meet the requirements of this solicitation, including but not limited to, incomplete proposals and proposals offering conflicting, alternate or non-requested services.
- 1.07 No Obligation to Compensate.** HACSC shall have no obligation to compensate any Proposer for any costs incurred in responding to this solicitation.
- 1.08 Price Firm.** Proposed prices must be firm for ninety (90) days from date of proposal.
- 1.09 Equal Opportunity.** HACSC strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit proposals, to enter into partnerships, or to participate in other business activity in response to this solicitation.

Section 3 of the Housing and Urban Development Act of 1968 requires HACSC to the greatest extent feasible to provide employment opportunities to the Section 3 residents. Section 3 residents include residents of HACSC communities and other low-income residents of Santa Clara County.

- 1.10 No Oral Agreement:** No conversation with any officer, employee, agent or consultant of HACSC, either before, during, or after the execution of the contract, affects or modifies any terms or obligations contained in the contract documents, nor entitles successful Proposer to any adjustment in the contract time or contract sum whatsoever.

### **ARTICLE 2 — PROPOSAL PROCESS**

- 2.01 Electronic Proposal Submittal.** All proposals submitted in response to this solicitation shall be submitted in accordance with the direction provided in the RFP Exhibit so that HACSC can properly evaluate the offers received. None of the proposed services may conflict with any requirement HACSC has published herein or has issued by addendum.
- 2.02 Entry of Proposed Fees/Bid Form.** Proposers shall submit their proposed fees through BidSync. Unless otherwise stated, the proposed fees are inclusive of all related costs that the successful Proposer will incur to provide the noted services, including but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance,

materials, supplies, tools, equipment, long distance telephone calls, travel, and reasonable document copying.

- 2.03 Pricing of Services or Items.** Pricing shall remain fixed throughout the term of the contract.
- 2.04 Proposal Submission.** All proposals must be submitted and received electronically no later than the submittal deadline stated in BidSync or in any ensuing addendum.
- 2.05 Submission Conditions.** Proposers shall not add, omit, revise, or modify any documents or requirements of HACSC. Any act in violation of this section may invalidate that firm's proposal.
- 2.06 Submission Responsibilities.** Proposers are responsible for staying informed of and abiding by all dates, times, conditions, requirements and specifications set forth within documents posted to BidSync. By virtue of completing, signing and submitting the required documents, the Proposer agrees to comply with the conditions and requirements set forth within those documents. Any Proposer that excludes any requirements without prior written authorization by HACSC's Procurement Representative may be eliminated from further consideration for award.
- 2.07 Proposer's Responsibilities – Contact with HACSC.** Proposers shall address all communication and correspondence pertaining to this solicitation process only to the HACSC Procurement Representative named in BidSync. Proposers must not make any inquiry or attempt to communicate with any other HACSC employee or official, including members of the Board of Commissioners, regarding this solicitation. A Proposer's failure to abide by this requirement may be cause for HACSC to eliminate that Proposer's submittal from further consideration.
- 2.08 Pre-proposal Conference.** The date of a scheduled pre-proposal conference, if any, will be published in BidSync. The pre-proposal conference is not mandatory pursuant to HUD regulation. The purpose of this conference is to assist prospective Proposers in gaining a full understanding of the solicitation requirements. At the conference, HACSC will conduct a brief overview of the solicitation requirements, including any documents. Prospective Proposers may also ask questions, however the HACSC Procurement Representative may require that some such questions be submitted in writing through BidSync prior to providing a response. Attendees are encouraged to bring a copy of the solicitation documents to this conference as HACSC will not provide copies.
- 2.09 Requests for Clarifications, Objections, and Addenda.** All questions, requests for information, and objections must be addressed in writing through BidSync. HACSC's Procurement Representative shall respond to such inquiries in writing through BidSync. To avoid giving one prospective Proposer an advantage over another during the solicitation process, HACSC's Procurement Representative will NOT conduct any substantive discussions with a prospective Proposer when other prospective Proposers are not present. HACSC may redirect the asking party back to the solicitation documents where his/her question has already been addressed. Otherwise, HACSC's Procurement Representative will direct the asking party to submit his/her inquiry through BidSync so that HACSC may more fairly respond to all Proposers in writing by addendum. Proposers are responsible for obtaining and reading all addenda.
- 2.10 Protest.** HACSC will publish a written "Notice of Intent to Award" in BidSync. Proposers not selected for award may lodge a written protest. Protests must be submitted in writing and received by HACSC within three (3) business days of issuance of the notice. The protest must state the basis for objection, and include sufficient detail for HACSC to evaluate the merits of the protest. Protests must be e-mailed to:

Isa Ayala, Sr. Procurement Analyst at [procurement@hacsc.org](mailto:procurement@hacsc.org)

Failure to lodge a written protest in accordance with these procedures will constitute the Proposers' waiver of any legal right to challenge the protest in a court of law.

## ARTICLE 3 — PROPOSAL FORMAT

**3.01** All proposals submitted in response to this solicitation shall be organized as follows:

**3.02 Transmittal Letter.** The transmittal letter must, at minimum, contain the following:

- A. Identification of the proposing firm, including complete contact information; a brief overview of the proposing firm's qualifications; highlights of the proposed approach; and a statement of Proposer's commitment to meeting the requirements of the solicitation.
- B. Name, title and signature of the individual authorized to bind the Proposer's firm.
- C. Name, title, and contact information of the individual authorized to negotiate the contract on behalf of the Proposer's firm.

**3.03 Statement of Qualifications/Experience.** Information provided in this section will influence scoring under Evaluation Factor No. 5 "Demonstrated Experience" and "Demonstrated Successful Past Performance" as described within Article 4.02. Proposer must include:

- A. Description of the firm's core business, qualifications and years of industry experience.
- B. List of professional affiliations, certifications, or copies of licenses required to carry out the services.
- C. Client references, current and former, for whom Proposer has performed similar services to those being proposed in this solicitation. At minimum, the list of references shall contain the following:
  - 1. The client's name;
  - 2. The name of client's primary contact;
  - 3. The client's mobile or telephone number and e-mail address;
  - 4. The dates of services, the scope of services provided, and a brief narrative of how the services provided are similar to those requested in this solicitation.

**3.04 Project Approach/Work Plan.** Information provided in this section will influence scoring under Evaluation Factors No. 2 "Demonstrated Understanding of the Requirement" and No. 3 "Appropriateness of the Technical Approach" and "Quality of the Work Plan," as described within Article 4.02. Proposer must include:

- A. Description of the Proposer's approach to providing the requested services (**Work Plan**), including a schedule of tasks and estimated hours necessary to meet project requirements. Tasks and deliverables shall be organized by phases, whenever possible.
- B. Explanation of Proposer's methodology of fact finding and planning.

**3.05 Managerial Capacity/Plan.** Information provided in this section will influence scoring under Evaluation Factors No. 4 "Technical Capabilities" and "Management Plan," as described within Article 4.02. Proposer must include:

- A. Organizational chart indicating key management team members;
- B. Identification of the proposed staff, including sub-contractors, if any, which will be assigned to HACSC. Include brief resumes highlighting proposed staff's education, training, and prior work experience providing similar services to those called for in this solicitation. Describe how proposed staff's skill mix will contribute to the project's overall success. If appropriate, provide a description of how staff is retained, screened, trained, and monitored;
- C. Explanation and copies of any forms or reports that will be used and the method and frequency of submitting such reports; and

D. The proposed quality control program or procedures for maintaining a superior level of service.

**3.06 Cost Proposal.** Pricing information provided under this section will influence scoring under Evaluation Factor No. 1 “Proposed Costs,” as described within Article 4.02. The cost proposal must include an hourly rate should be included in the proposal document for on-call services.

**3.07 Reserved**

**3.08 Other Required Documentation**

- A. Profile of Firm (**Exhibit B**)
- B. HUD-8369-C, Certifications and Representations of Offerors (**Exhibit D**)
- C. Equal Opportunity Employment policy

**3.09 Optional Documentation**

- A. **Subcontractor/Joint Venture Information.** The Proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. All information required from the Proposer must also be included for any major subcontractors allocated 10% or more of the work or from any joint venture.
- B. **Section 3 Business Preference Documentation.** For any Proposer claiming a Section 3 Business Preference, he/she shall include a fully completed and executed “Section 3 Business Preference Certification Form” (**Exhibit F**) and any documentation required by that form.

**3.10 Post Award Submittal Requirements.** The successful Proposer will be required to submit the following documents within ten (10) days of contract award:

- A. Certificate of Insurance meeting the requirements of **Attachment 3** of the sample contract
- B. IRS form W-9

**ARTICLE 4 — RFP PROPOSAL EVALUATION**

**4.01 Evaluation Method.**

- A. **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness.
  - 1. A responsive Proposer is one that meets the minimum requirements in Article 4.01.B.
  - 2. A responsive Proposer is one who has responded to the RFP in all particulars, without qualification or conditions.
- B. **Minimum Requirements.** A Proposer will be considered “non-responsive” to this RFP and will be disqualified from further consideration if any of the following minimum qualifications are not met.
  - 1. Proposer must have at least five (5) years of experience in developing and implementing a media strategy plan; and demonstrated experience working with a diverse range of clients, which includes government, non-profit and for-profit organizations.
  - 2. Proposer must submit at least three (3) external client references where proposer has performed the same or similar professional services to those proposed in this solicitation.
    - a. **Note.** It is important that each reference be as complete and descriptive of the work that was done, and as close as possible to HACSC’s requirements.
    - b. Include public agency references, if any.



**4.02 Evaluation Factors.** HACSC will evaluate each responsive proposal it receives based on the factors below. After evaluating the information contained in Proposer’s submittal documentation, HACSC will award points for each listed factor. A Proposer’s failure to address the criteria below within their proposal will result in lower scoring and may be cause for eliminating the proposal from further consideration:

<b>NO.</b>	<b>FACTOR DESCRIPTION</b>
1	The <b>PROPOSED COSTS</b> the Proposer firm intends to charge the Owner.
2	The Proposer’s <b>DEMONSTRATED UNDERSTANDING of the HACSC’s REQUIREMENTS.</b>
3	The <b>APPROPRIATENESS of the Proposer’s TECHNICAL APPROACH</b> and the <b>QUALITY of the WORK PLAN.</b>
4	The Proposer’s <b>TECHNICAL CAPABILITIES</b> (in terms of personnel, equipment and materials; flexibility of the Proposer’s capacity and the <b>MANAGEMENT PLAN</b> , including staffing of key positions, method of assigning work and procedures for maintaining level of service, method of recruiting and screening personnel, etc.
5	The Proposer’s <b>DEMONSTRATED EXPERIENCE</b> in performing similar work and the Proposer’s <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> (including the ability to consistently meet costs, schedules, performance requirements, and success in obtaining grant awards) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	The <b>OVERALL RESPONSIVENESS of the PROPOSAL SUBMITTED</b> , based upon the opinion of the evaluators.

**4.03 Evaluation Committee.** If an evaluation committee is appointed, the identity of evaluation committee members shall remain anonymous at all times during and after the RFP process. If a Proposer does become aware of the identity of any committee member, Proposer shall not make any attempt to contact or discuss anything related to this RFP with such person. As detailed in Article 2.07, the designated HACSC Procurement Representative listed in BidSync is the only person that the Proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause a Proposer to be eliminated from consideration for award.

- A. **Restrictions.** All persons having familial (including in-laws) or employment relationships, whether past or current, with principals or employees of a Proposer entity will be excluded from participating on HACSC’s evaluation committee. Similarly, all persons having an ownership interest in or a contract with a Proposer entity will be excluded.
- B. **Evaluation.** The appointed evaluation committee shall evaluate the proposals submitted for all evaluation factors. Upon completion of the evaluation process, the evaluation committee will forward the completed evaluations to the HACSC Procurement Representative.

**4.04 Potential “Competitive Range” or “Best and Finals” Negotiations.** In accordance with Sections 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, HACSC reserves the right to conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range.

**4.05 Determination of Top-ranked Proposer.** HACSC intends to select the successful Proposer pursuant to a “Best Value” basis, not a “Lowest Proposal” basis. "Best Value" indicates that HACSC will consider factors other than cost alone in making the award decision.

**4.06 Notice of Intent to Award.** If an award is recommended and board approval is required, HACSC shall post a “Notice of Intent to Award” to BidSync at least five (5) business days prior

to any meeting of the Board of Directors and/or Board of Commissioners. The notice shall identify which Proposer HACSC is recommending for award.

- 4.07 Proposals as Public Records.** All proposals submitted in response to this RFP are public records and available for inspection and photocopying upon written request, but only if the solicitation results in a contract award. Requests for public records must be received no later than three (3) business days after the date the “Notice of Intent to Award” is posted to BidSync.

**ARTICLE 5 — RFP CONTRACT AWARD**

- 5.01 Contract Form.** HACSC will only execute contracts on HACSC’s standard contract form, which HACSC reserves the right to amend as it deems necessary. By submitting a proposal, the successful Proposer agrees to execute HACSC’s contract.
- 5.02 HUD Forms.** HACSC has no legal right or ability to, and will not, negotiate any clauses contained within any of the HUD forms included as a part of this RFP. By submitting a proposal, Proposers agree to execute the HUD forms included as part of the RFP, without exceptions.

**ARTICLE 6 — SUMMARY OF EXHIBITS**

<b>NO.</b>	<b>EXHIBIT NAME</b>
<b>B</b>	Profile of Firm
<b>C</b>	Sample Contract
	<b>Attachment 1</b> – Scope of Work and Schedule of Performance
	<b>Attachment 2</b> – Compensation
	<b>Attachment 3</b> – Insurance Requirements
<b>D</b>	HUD 5369-C, Certifications and Representations of Offerors
<b>E</b>	HUD 51915-A, General Contract Provisions
<b>F</b>	Section 3 Business Preference Certification form

**PROFILE OF FIRM**

(1)  Prime  Sub-contractor

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_

(4) Please attached a brief description of the company, including the following information:

(a) Year Firm Established; (b) Year Firm Established in California; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit a brief resume for each individual identified below (if different from above):

NAME	TITLE

(7) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male)     
 Public Held Corporation     
 Government Agency     
 Non-Profit Organization  
\_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident Owned     
 African American     
 Native American     
 Hispanic American     
 Asian/Pacific American     
 Hasidic Jew  
\_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %

Asian/Indian American     
 Woman-Owned (MBE)     
 Woman-Owned (Caucasian)     
 Disabled Veteran     
 Other (Specify):  
\_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_  
(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(8) Federal Tax ID No.: \_\_\_\_\_

(9) Local Business License No. (if applicable): \_\_\_\_\_

(10) State of California License Type and No.: \_\_\_\_\_

(11) Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(12) General Liability Insurance Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(13) Professional Liability Insurance Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HACSC? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Non-Collusion Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham RFP, or that anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the RFP price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the RFP price or of that of any Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the Offeror has not, directly or indirectly, submitted his/her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham RFP.

I, the undersigned, hereby certify that I have read and understand this **Profile of Firm Form** and **Non-Collusion Affidavit** and guarantee complete compliance with all the terms, conditions and stipulations of the RFP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**AGREEMENT FOR SERVICES  
BETWEEN HOUSING AUTHORITY OF THE COUNTY OF SANTA CLARA  
AND \_\_\_\_\_**

This Agreement is entered into between Housing Authority of the County of Santa Clara, a public agency formed under the authority of state law (**HACSC**) and \_\_\_\_\_ (**Consultant**).

**RECITALS**

WHEREAS, Housing Authority of the County of Santa Clara (**HACSC**) sought proposals from qualified Consultants under RFP #1602-xxxx to provide media and public relations consulting services (**Services**) on behalf of the agency; and

WHEREAS, Consultant submitted a proposal and represented itself and proposed staff to have the required qualifications and experience to provide the required Services, and based on these representations, HACSC selected Consultant to provide such services; and

***NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:*

**1. Agreement Documents.**

The documents forming the entire Agreement between HACSC and Consultant shall consist of this Agreement including:

- Attachment 1 – Scope of Services and Schedule of Performance
- Attachment 2 – Compensation
- Attachment 3 – Insurance Requirements

This Agreement and the Attachments set forth above, contain all of the agreements, representations and understandings of the Parties, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any quotes, proposals, or other forms exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties.

**2. Term of Agreement.**

The term of this Agreement commences on full execution by the parties as indicated on the signature page (**Effective date**) and continues through March 31<sup>st</sup>, 2018 (the “**Initial Term**”) unless terminated earlier in accordance with this Agreement. The agreement may be extended for three additional one year terms by amendment, for a total contract term not to exceed five (5) years.

**3. Scope of Services and Schedule of Performance.**

Consultant shall perform those Services specified in **Attachment 1** within the time stated in **Attachment 1**, entitled “Scope of Services and Schedule of Performance.” Time is of the essence of this Agreement.

**4. Maximum Compensation.**

The maximum compensation limit of this agreement is \_\_\_\_\_ **DOLLARS (\$####,##)**, which includes the sum of all payments that may be authorized for Services, and for the expenses, supplies and equipment required to perform the Services. The method and rate of payment are set forth in **Attachment 2** entitled "Compensation". Consultant is responsible for not exceeding this maximum compensation limit, and understands that the Consultant will not be entitled to any additional compensation under this Agreement.

**5. Project Manager.**

HACSC's Project Manager shall be Katherine Harasz, Executive Director, who shall be responsible for authorizing services, receiving reports, and for the general administration of this Agreement.

**6. Independent Contractor.**

It is understood and agreed that Consultant, in the performance of the work and Services agreed to be performed by the Consultant, shall act as and be an independent contractor and not an agent or employee of HACSC; and as an independent contractor, Consultant shall obtain no rights or other employee benefits which accrue to HACSC's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**7. Assignability.**

The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of HACSC, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

**8. Termination.**

- a. Termination for Convenience. HACSC shall have the right to terminate this Agreement, without cause or penalty, by giving not less than fifteen (15) days' prior written notice to the other party.
- b. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, HACSC may terminate this Agreement immediately upon written notice to Consultant.
- c. Upon termination, each party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to HACSC all HACSC Information or Material which Consultant has in its possession.

**9. Confidentiality of Records.**

- a. Intent. The nature of the services Consultant will provide pursuant to this Agreement necessarily involves disclosure to Consultant of detailed information about HACSC's operations, including information which may be protected from public disclosure by confidentiality laws, the attorney client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information. Consultant understands that, in order for the HACSC to fully utilize Consultant services, HACSC staff members providing information to Consultant must feel confident that such information will be handled properly.
- b. Release of Information. Consultant may not disclose information obtained by Consultant

in the course of performing the services required by this Agreement, without the specific consent of the HACSC Representative unless specifically permitted by this provision. Draft documents and information obtained by Consultant may be provided on a need to know basis only to persons authorized by law or regulation to receive it: to HACSC's General Counsel, and to such HACSC or HACSC department or agency directors who may have a business need to know in order to provide necessary information to the Consultant required for completion of its services.

- c. Court Orders. In the event that Consultant receives a subpoena, court order, or other legal document requiring release of information or documents, or is informed that such an order is forthcoming, Consultant will immediately provide notice to the HACSC's Representative in order to permit HACSC to seek a protective order or other similar order if appropriate.
- d. Use of Information. Information obtained and/or prepared by Consultant in the course of performing services for HACSC shall be work product which is the property of the HACSC. Should there be a request by any other party for the provision of such information; the determination of whether such documents or information should be provided to the requester shall be made by HACSC.

#### **10. Indemnification.**

The Consultant shall indemnify, defend, and hold harmless the Housing Authority of the County of Santa Clara (**HACSC**), and their officers, agents, assignees, and employees (collectively, **Indemnified Parties**) from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Consultant and/or its agents, employees or sub-consultants, excepting only loss, injury or damage caused by the negligence or misconduct of personnel employed by the Indemnified Parties. The Consultant shall reimburse the Indemnified Parties for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless the Indemnified Parties under this Agreement.

#### **11. Insurance Requirements.**

Without limiting the Consultant's indemnification of the Indemnified Parties, the Consultant shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the insurance coverage set forth in **Attachment 3**, entitled "Insurance Requirements."

#### **12. Nondiscrimination.**

Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

#### **13. Governing Law.**

HACSC and Consultant agree that the law governing this Agreement shall be that of the State of California.

#### **14. Compliance with Laws.**

Consultant shall comply with all applicable laws, and regulations of the federal, state and local governments.

#### **15. Ownership of Instruments of Service.**

All work, materials and deliverables of this contract prepared by Consultant pursuant to this Agreement, including narratives, written materials, and related documents (**Instruments of Service**) are the property of the HACSC. Consultant must provide the HACSC with such materials at appropriate times during this Agreement, and on termination of this Agreement. Consultant may retain a copy for its records.

#### **16. Waiver.**

Consultant agrees that waiver by HACSC of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by HACSC of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

#### **17. Consultant's Books and Records.**

- a. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- b. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to HACSC, at any time during regular business hours, upon written request by HACSC. Copies of such documents shall be provided to HACSC for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- c. Where HACSC has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, HACSC may, by written request by any of the above-named officers, require that custody of the records be given to HACSC and that the records and documents be maintained. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

#### **18. Conflict of Interest.**

Consultant understands and agrees that it owes a duty of loyalty to HACSC for which it performs services hereunder. In accepting this Agreement, Consultant covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services under this Agreement. Consultant further covenants that, in the performance of this Agreement, it will not employ any Consultant or person having such an interest.

#### **19. Gifts.**

Consultant is familiar with State law prohibitions against the acceptance of any gift by HACSC and/or HACSC's employees. In addition, HACSC Personnel Policies prohibit an employee's personal acceptance of a gift.

#### **20. Standard of Care:**

Consultant must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty and profession in the State of California.



**21. Notices.**

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served, mailed (or electronic mail), postage prepaid and return receipt requested, addressed to the respective parties as follows:

To HACSC:                      Housing Authority of the County of Santa Clara  
Attn: Isa Ayala, Sr. Procurement Analyst  
505 West Julian Street  
San Jose, CA 95110  
(408) 993-3044  
[isaura.ayala@hacsc.org](mailto:isaura.ayala@hacsc.org)

Send invoices to [Melissa.Naatz@hacsc.org](mailto:Melissa.Naatz@hacsc.org)

To Consultant:

**22. Prior Agreements and Amendments.**

This Agreement, including all Attachments, represents the entire understanding of the parties. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

WITNESS THE EXECUTION HEREOF the parties hereto have executed this Agreement on the day and year indicated below.

**HOUSING AUTHORITY OF THE COUNTY OF  
SANTA CLARA**

**CONSULTANT NAME**

By: \_\_\_\_\_

Katherine Harasz  
Executive Director

Date:

By: \_\_\_\_\_

Authorized Representative

Title:

License No.:

Date:

## **ATTACHMENT 1**

### **SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE**

#### **SCOPE OF SERVICES**

Consultant shall provide qualified personnel and materials to provide the following services:

1. Develop a media and public relations strategy that will target the agency's diverse stakeholders, which include: federal, state and local government partners, Section 8 clients, landlords, and non-profit service organizations.
2. Assist with the implementation of this strategy, including training, meetings, coordination and consultation as needed.
3. Review and recommend a strategy to solicit and receive feedback from various stakeholders on policy initiatives, customer service, and program issues.
4. Review the agency's recently renovated website for opportunities to update, inform and educate stakeholders.
5. Survey the agency's internet presence considering all of the agency's federal programs and affordable housing development and management, and recommend a social media strategy targeted to some or all of the agency's various stakeholders, with specific recommendations regarding type of social media recommended, stakeholder targeted, detail and frequency of communications and internal oversight.
6. Provide on-call assistance on best practices on managing media and public relations issues that directly impact the agency.

#### **DELIVERABLES AND SCHEDULE OF PERFORMANCE**

Consultant shall commence Services upon full execution of this Agreement and schedule a project kick-off meeting with HACSC's Project manager within one week of contract execution.

Consultant shall deliver a written media and public relations strategy for the following year.

## **ATTACHMENT 2 COMPENSATION**

As full compensation for Services performed in accordance with this Agreement, HACSC shall compensate Consultant on a time and materials basis, according to the rates below. The rates are inclusive all labor, equipment, administrative and associated expenses in providing the Services, including mileage.

<b><u>Staff</u></b>	<b><u>Hourly Rate</u></b>
Name	\$0.00
Name	\$0.00

Reimbursable expenses, when authorized in writing by HACSC's Project Manager shall be reimbursed at cost, without mark-up.

### **ATTACHMENT 3 INSURANCE REQUIREMENTS**

#### **Insurance**

Without limiting Consultant's indemnification of HACSC, Consultant shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

#### **A. Evidence of Coverage**

Prior to commencement of this Agreement, Consultant shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Consultant upon request. This verification of coverage shall be provided to HACSC. Consultant shall not proceed with the work under this Agreement until Consultant has obtained all insurance required and such insurance has been approved by HACSC. The approval of insurance by HACSC shall neither relieve nor decrease the liability of Consultant.

#### **B. Qualifying Insurers**

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by HACSC.

#### **C. Notice of Cancellation**

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified HACSC's insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the HACSC or its designated agent.

#### **D. Insurance Required**

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- |                      |             |
|----------------------|-------------|
| a. Each occurrence   | \$1,000,000 |
| b. General aggregate | \$2,000,000 |
| c. Personal Injury   | \$1,000,000 |

General liability coverage shall include the following endorsement, a copy of which shall be provided to the HACSC:

**Additional Insured Endorsement**, which shall read:

Housing Authority of the County of Santa Clara, and its officers, agents, assignees and employees, individually and collectively, as additional insured.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the HACSC, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

2. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence applicable to hired vehicles

3. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

4. Professional Errors and Omissions Liability Insurance

a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

b. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

5. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

## E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Consultant and any approval of said insurance by the HACSC or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. HACSC acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Consultant. However, this shall not in any way limit liabilities assumed by the Consultant under this Agreement. Any self-insurance shall be approved in writing by the HACSC upon satisfactory evidence of financial capacity. Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Consultant shall require each of its Sub-consultants of any tier to carry the aforementioned coverages, or Consultant may insure Sub-consultant under its own policies.
4. HACSC reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

# Certifications and Representations of Offerors

## Non-Construction Contract

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

- (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/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror 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/offeror 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/offeror 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/offeror 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/offeror, directly or indirectly, to any other bidder/offeror 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/offeror 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/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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:

Housing Authority of the  
District of Columbia  
**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0015 (exp.7/31/98)

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**Contract Provisions Required by Federal Law  
or Owner Contract with the  
U.S. Department of Housing and Urban Development**



# Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

**Public reporting burden** for this collection of information is estimated to average 0.25 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, Paperwork Reduction Project (2577-0015), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

**Do not send this form to the above address.**

## 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (F) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235, 905.260 and 905.639), the Design Professional shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall 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.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, 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 from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee 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.

1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with section 7(b) of the Indian Self-Determination and Education Assistance, 25 U.S.C. section 450e(b) when this law is applicable.

1.13 Indian Preference in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.165 and Federal law, the Design Professional shall provide Indian Preference in its contracting, training, and employment practices when this contract is with an Indian Housing Authority and shall incorporate the following language into all of its subcontracts:

(i) The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

(ii) The parties to this contract shall comply with the provisions of said section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 450e(b)) and all HUD requirements adopted pursuant to section 7(b).

(iii) In connection with this contract, the parties shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned Economic Enterprises, and preferences and opportunities for training and employment to Indians.

(iv) This section 7(b) clause shall be incorporated into every subcontract in connection with the project.

(v) Upon a finding by the IHA or HUD that any party to the contract is in violation of the section 7(b) clause, said party shall at the direction of the IHA, take appropriate remedial action pursuant to the contract.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

**ATTACHMENT F**

**Section 3 Business Preference Submittal Form**

- 1.0 **Introduction:** This form must be fully completed, accompanied by all required attachments, for any bidder/proposer claiming a Section 3 Business Preference (hereinafter, "Preference").
- 1.1 This fully completed form and any attachments thereto, will become a part of any ensuing contract.
- 1.2 Each bidder/proposer shall mark an "X" where provided following for all that apply to his/her claim of a Preference.
- 1.3 The bidder/proposer shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "denoted effort" or "claim" will be accomplished). Failure on the part of the bidder/proposer to include any such required attachment fully explaining the claim of the bidder/proposer shall result in the HACSC not considering the claim for a Preference (though the HACSC will, if awarded, later require the bidder/proposer to submit the information to satisfy the Section 3 requirements of the ensuing contract).
- 1.4 Please note that, even if a bidder/proposer does not complete and submit this form claiming a Preference, the HACSC may require this form to be completed by the successful bidder/proposer as an attachment to the ensuing contract to document the Section 3 Plan required for the ensuing contract.

2.0 **Current Section 3 Status:** The undersigned bidder/proposer hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the bidder/proposer has attached justifying documentation for each item following marked with an "X"):

2.1  It is 51% or more owned by a Section 3 resident:

- 2.1.1  HACSC resident lease;
- 2.1.2  Evidence of participation in a public assistance program;
- 2.1.3  Articles of Incorporation;
- 2.1.4  Fictitious or Assumed Business Name Certificate;
- 2.1.5  List of owners/stockholders and % of each;
- 2.1.6  Latest Board minutes appointing officers;
- 2.1.7  Organization chart with names and titles and brief functional statement;
- 2.1.8  Partnership Agreement;
- 2.1.9  Corporation Annual Report.

2.2  At least 30% of its full time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

2.2.1 To justify this claim, please see the immediate following:

[Table No. 1]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income.

2.3  He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

[Table No. 2]

(1) Name of Section 3 Firm Receiving the Subcontract	(2) Total Amount of Subcontract(s)	(3) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
<input type="text"/>	\$ <input type="text"/>	<input type="text"/> %
<input type="text"/>	\$ <input type="text"/>	<input type="text"/> %
<input type="text"/>	\$ <input type="text"/>	<input type="text"/> %

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

3.0 Section 3 Preference Claim, Training and Employment Opportunities: The undersigned bidder/proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to:

3.1  Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

3.2  Residents of other housing developments managed by the HACSC that is expending the section 3 covered housing assistance (category 2 residents);

3.3  Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

3.4  Other section 3 residents.

4.0 Section 3 Preference Claim, Section 3 Business Concerns: The undersigned bidder/proposer hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:

4.1  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 these persons as employees (category 1 businesses);

4.2  Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HACSC 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

4.3  HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

4.4  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.

5.0 As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an "X" the highest claimed Priority only.)

[Table No. 3]

PRIORITY CLAIMED (Mark "X")	FACTOR TYPE	FACTOR DESCRIPTION
<input type="text"/>	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).

<input type="checkbox"/>	<input type="checkbox"/>	Priority I, Category 1a: 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.
<input type="checkbox"/>	<input type="checkbox"/>	Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
<input type="checkbox"/>	<input type="checkbox"/>	Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
<input type="checkbox"/>	<input type="checkbox"/>	Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
<input type="checkbox"/>	<input type="checkbox"/>	Priority V, Category 3: Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
<input type="checkbox"/>	<input type="checkbox"/>	Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
<input type="checkbox"/>	<input type="checkbox"/>	Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

6.0 As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, denote the "efforts" your firm hereby formally commits to implement if you are awarded a contract:

- 6.1  Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- 6.2  Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 6.3  Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 6.4  Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
- 6.5  Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- 6.6  Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

- 6.7  Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HACSC or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 6.8  Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- 6.9  Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 6.10  Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 6.11  Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HACSC's or contractor's training and employment positions.
- 6.12  Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HACSC's or contractor's training and employment positions.
- 6.13  Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 6.14  Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HACSC, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HACSC or contractor intends to fill.
- 6.15  For an HACSC, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 6.16  Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 6.17  Undertaking job counseling, education and related programs in association with local educational institutions.
- 6.18  Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 6.19  After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance
- 6.20  Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- 7.0 As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, denote following the "efforts" your firm hereby formally commits to implement if you are awarded a contract:
  - 7.1  Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
  - 7.2  In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
  - 7.3  Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.
  - 7.4  Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HACSC.
  - 7.5  For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

- 7.6  Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.
  - 7.7  Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
  - 7.8  Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
  - 7.9  Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
  - 7.10  Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
  - 7.11  Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
  - 7.12  Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
  - 7.13  Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities
  - 7.14  Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
  - 7.15  Developing a list of eligible section 3 business concerns.
  - 7.16  For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.
  - 7.17  Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
  - 7.18  Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
  - 7.19  Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
  - 7.20  Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
  - 7.21  Actively supporting joint ventures with section 3 business concerns.
  - 7.22  Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.
- 8.0 The undersigned bidder/proposer hereby declares:
- 8.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.
  - 8.2 He/she is aware that if the HACSC discovers that any such information is not true and accurate, such shall allow the HACSC to:
    - 8.2.1 NOT award the bidder/proposer a Preference; and
    - 8.2.2 If the HACSC deems such is warranted (e.g. in the case of submitting information the bidder/proposer knows to be untrue), declare such bidder/proposer to be nonresponsive and not allow the bidder/proposer to receive an award.
  - 8.3 He/she is aware that if he/she receives and award as the result of this competitive solicitation, even though he/she may not receive a Preference from the HACSC as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the HACSC) whenever the successful bidder/proposer has need to hire additional employees during the term of the ensuing contract.



Signature	Printed Name	Company	Date
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## Question and Answers for Bid #1602-008 - Media & Public Relations Consultant

### Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Mar 7, 2016 4:00:00 PM PST