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Sacramento Housing and Redevelopment Agency

Request for Qualifications

**Environmental Consulting Services for the National
Environmental Policy Act, California Environmental
Quality Act, and National Historic Preservation Act**

RFQ #2018051-LG

Issued: March 20, 2019

Submittal Deadline

@11:00 AM – April 19, 2019

Sacramento Housing and Redevelopment Agency
Procurement Services – 2nd Floor
801 12th Street
Sacramento, CA 95814

Copies of this RFP may be obtained from:

Procurement Services
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
(916) 440-1378
ps@shra.org

or found on our website @ www.shra.org

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Environmental Consulting Services for the National Environmental Policy Act, California Environmental Quality Act, and National Historic Preservation Act

Introduction

The Sacramento Housing and Redevelopment Agency (Agency) is requesting qualifications for environmental consulting services from qualified professional service providers that have a demonstrated experience with preparing technical reports and documents in compliance with local, state, and federal environmental laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) (specifically in accordance with Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities at 24 CFR Part 58), and the National Historic Preservation Act (NHPA).

The Agency will select up to five firms for each type of service, and may select the same firm(s) for multiple services, to provide environmental consulting services on an as-needed basis. Upon the selection of firms, the Agency will negotiate and execute individual contracts with each selected firm.

The Agency is a joint powers authority of both the City and County of Sacramento, and operates under a delegatory agreement with its oversight governing boards: the City of Sacramento City Council and the County of Sacramento Board of Supervisors. The Agency provides staffing for the Housing Authorities of the City and County of Sacramento and administers the following United States Department of Housing and Urban Development (HUD) federal entitlement programs including, but not limited to, Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Housing Opportunities for Persons with AIDS (HOPWA), Neighborhood Stabilization Program (NSP) and Emergency Solutions Grant (ESG) on behalf of the City and County of Sacramento.

The Agency is not a component unit of the City or County of Sacramento. As such, the Agency may act as the lead agency or responsible entity or may act on behalf of the Housing Authorities of the City or County of Sacramento and is responsible for ensuring compliance with CEQA, NEPA, NHPA, and all other applicable rules and regulations.

Scope of Services

The contract scope of services will include one or more of the following services:

CEQA related services

Although the Agency primarily prepares environmental documentation in compliance with CEQA in-house, it occasionally requires assistance in preparing Negative Declarations (NDs), Environmental Impact Reports (EIRs), and supporting documentation for housing and community development activities.

NEPA related services

Although the Agency primarily prepares environmental documentation in compliance with NEPA in-house, it occasionally requires assistance in preparing Categorical Exclusions (CEs), Environmental Assessments (EAs) and Findings of No Significant Impact (FONSI), Environmental Impact Statements (EISs), and supporting documentation for housing and community development activities. Typically, NEPA documentation will follow U.S. Department of Housing and Urban Development (HUD) requirements found at 24 CFR Part 58, as well as other HUD-specific environmental regulations, such as 24 CFR Part 51 (Environmental Criteria and Standards) and 24 CFR Part 55 (Floodplain Management).

NHPA - Historic Consultation

The Agency often requires the assistance of individuals or firms that are qualified under the Secretary of the Interior's Standards in coordinating and consulting with the Office of Historic Preservation (OHP) to meet obligations under the NHPA. The Agency may also require assistance with meeting our obligations under other historic and cultural resource laws and regulations. Potential undertakings may require the expertise of architectural historians and/or archaeologists. The Agency may also require assistance with working with the OHP and tribal governments on preparing Programmatic Agreements for projects and programs.

Peer Review

The Agency may also request peer review or consultation on documents or decisions made in-house or by other firms.

Expert Witness Testimony and Litigation Support

The Agency may require the assistance of individuals or firms that are qualified to provide expert witness testimony and litigation support. The consultant may be asked to coordinate with appropriate regulatory agencies as needed. For more detailed information on Scope of Services please see the "Submission Procedures, Requirements and Selection Process" section below.

Special Requirements

Federal requirements including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)

Selected firms are expected to comply with all applicable federal requirements including HUD regulations and 2 CFR 200. This is including, but not limited to conflict of interest, procurement, labor and employment standards, and cost principles. Please visit <https://www.shra.org/subrecipient-contractor-resources/> for relevant resources.

Insurance Requirements

The Agency Insurance Requirements are provided for your review as **Attachment A**. Prospective firms are advised to review these requirements prior to submitting their proposals. With NO EXCEPTIONS, all of the insurance requirements listed must be met

prior to the selected firm(s) being awarded a contract for the services requested in this RFQ. The selected firm(s) may request a waiver from the Agency Legal Department for some of the insurance requirements; however, should the request be denied no contract will be awarded. Do not submit proof of insurance with your submittal.

M/WBE and Section 3 Requirements

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons.

The Agency highly encourages participation by local qualified firms and organizations in all aspects of contracting. The Agency actively encourages participation of Small Business Enterprises (SBE), Minority and Women Owned Business Enterprises (M/WBE), and Section 3 business concerns in all aspects of contracting. During the term of this contract, should the selected organization (Contractor) have the need to hire new employees or contract with a material supplier, the Contractor, to the greatest extent feasible, has the responsibility of demonstrating its efforts to solicit Section 3 businesses or hire Section 3 residents to fill those needs. All contracts resulting from this solicitation are subject to Section 3 requirements. Specific Section 3 documents are provided in **Attachment B**.

Award Notice and Contract

Award Notice and Acceptance Period

A Notice of Intent to Award the contract will be sent by mail to all vendors submitting a timely bid proposal. Negotiation and execution of the contract shall be completed no later than May 15, 2019. If the apparent successful Contractor fails to negotiate and deliver an executed contract by May 15, 2019, the Agency may cancel the award and award the contract to the next highest ranked contractor.

Contract

It is the intent of the Agency to award an initial contract to between one (1) to five (5) firms for the requested services, dependent upon the volume of work, for a period of one (1) year with

the option to add four (4) additional one year periods. The additional periods are at the sole discretion of the Agency, based on the firm’s performance and Agency needs.

Any consultant contract entered into with the Agency under this solicitation will have a not to exceed value of \$100,000 per year. It is the intent of the Agency to use the list as the primary source for environmental and historic consulting services; however, the Agency reserves the right to solicit competitive proposals for any and all projects. Prospective firms are advised to review the contract agreement and attachments before submitting their proposals. A sample of the contract is provided as **Attachment C** of this document.

The full execution of a written contract shall constitute the making of a contract for services and no contractor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Contractor and the Agency.

Contact

All questions and requests for clarification concerning the scope of services are to be submitted by 11:00 AM PST April 1, 2019, in writing, to:

Stephanie Green, Environmental Coordinator
sgreen@shra.org

Questions concerning Submittal Procedures, Submittals and Selection Process are to be directed, in writing, to:

Vance Kelly – Procurement and Contract Manager
vkelly@shra.org

Written replies to inquiries will be furnished to all firms that have requested the RFQ document from Procurement Services. The Agency will not be responsible for oral or other explanations / interpretations of the RFQ document or procedures. If it becomes necessary to revise any part of this RFQ, an addendum to the RFQ will be issued to all firms that have received the RFQ document. Do not contact other Agency employees or Selection Committee members regarding this RFQ or the selection procedures.

Submission Procedures, Submittals and Selection Process

RFP Timeline

March 20, 2019	RFQ Issued
April 1, 2019	Questions due in writing by 11:00 AM PST
April 4, 2019	Responses to questions received by 5:00 PM PST
April 19, 2019	Proposals due by 11:00 AM PST. Postmarks will not be accepted.

Time and Place for Submission of Qualifications

Firms interested in providing the services requested in this RFQ shall closely examine the specific requirements, selection process and the Instructions to Offerors (provided in **Attachment D**). Proposers will submit four (4) bound copies and one (1) flash drive of their qualifications to:

Vance Kelly – Procurement Services
Sacramento Housing and Redevelopment Agency
Environmental Consulting Services – NEPA, CEQA, NHPA
RFQ # 2018051-LG
801 12th Street
Sacramento, CA 95814

All submittals must be received no later than 11:00 A.M. PST on, Friday, April 19, 2019.

If the submittal is late, incomplete, or lacking in the number of copies required, that firm, at the option of the Agency, may be eliminated from consideration. Postmarks, e-mails, and faxes will not be accepted.

After selection and execution of the contracts all information and materials provided in each submittal received is subject to disclosure through a Public Records Request pursuant to the California Public Records Act.

Qualifications Submittal Format and Requirements

The Statement of Qualifications may not exceed 12 pages; exclusive of your cover letter, and any folder or cover. Each page after the cover letter must be numbered. Brevity is encouraged; however, be sure to fully address each item listed below as part of your RFQ submittal. To facilitate review by the Selection Committee, please submit information in accordance with the following format, identifying each item, in order, by the appropriate number.

- I. A cover letter introducing your firm, printed on the firm's letterhead, summarizing the firm's qualifications and interest in working with the Agency, and executed by an authorized signatory of the firm. Please specify in the cover letter which service(s) (CEQA, NEPA and/or NHPA related) the firm would be able to provide. Individual firms may submit for more than one service area. There will be no preference given to firms based upon the number of services that would be provided. *Limited to one (1) page.*
- II. Statement of Qualifications:
 - A. Identification of Environmental Consultant Team, including the person(s) to be the main point of contact with the Agency and specific qualifications of each individual. Firms submitting for historic consultation services must indicate how staff qualifies under the Secretary of the Interior's Standards;
 - B. Firm's experience with previously stated environmental service(s) (firms submitting for NEPA services should include experience specific to HUD projects);

- C. Firm's experience meeting applicable deadlines and timelines, including for public comment periods for environmental documents;
 - D. Firm's experience managing projects with short turnaround times;
 - E. Firm's expertise in conducting additional studies and preparing additional documentation that may be required as part of the environmental review process, including but not limited to, air quality analyses, acoustical analyses, biological surveys, floodplain analyses, and historic and archaeological investigations;
 - F. Firm's experience and success assisting with regulatory agency consultations, such as, but not limited to, the OHP and the United States Department of Fish and Wildlife (USFWS);
 - G. Firm's expertise in expert witness testimony and litigation support;
 - H. List of recent relevant projects (limited to the past five years); and
 - I. If relevant, a list of subcontractors that you regularly work with and their area of expertise and/or the types of services they normally provide your firm.
- III. A minimum of three client references, with an emphasis on public sector projects. The client references shall include the name of the organization, contact person, address, and telephone numbers. We plan to contact the references provided as part of the selection process.

Submittal Review

Submittals will initially be reviewed after they are received to confirm that they follow the proposal format. Proposals that do not follow the format will be considered non-responsive and will not be submitted to the Selection Committee for evaluation.

Selection Process

1. A Selection Committee will be established according to Agency policy. Members of the Selection Committee will be provided copies of each submittal received. Each member will evaluate each submittal individually, then meet as a group (if necessary), discuss their evaluations and determine the final rankings.
2. After the submittal review, all proposals deemed to be responsive will be submitted to the Selection Committee for their review.
3. The Selection Committee will review proposals that pass the initial submittal review. Proposals will be scored on the information provided and the Selection Committee will select the most qualified firm(s). It is anticipated that the Selection Committee will rank the firms and make the final selection directly from the written submittals. However, the Agency reserves the right to request clarifications or additional information from any or all firms. Additionally, if deemed necessary and at the sole discretion of the Selection Committee, oral interviews will be scheduled at a later date and final selection made after the interviews.

4. The Agency intends to award a contract to the Consultant(s) who are determined to be the most responsive to the requirements of the RFQ and who can accomplish the requirements set forth in this RFQ in a manner which is overall most advantageous to the Agency, considering technical expertise, experience and other factors.
5. Should any offeror wish to protest the final selection, they shall have ten (10) calendar days after the date of the Notice of Intent to Award letter to submit a written protest to the Agency. The written protest shall be full and complete; specifying in detail the grounds of the protest and the facts supporting the protest or it will not be considered. Any offeror who has a legitimate protest must claim to be eligible for award of the contract. Protest letters are to be sent to:

Sacramento Housing and Redevelopment Agency
Attn: Procurement Services Manager
801 12th Street, 2nd Floor
Sacramento, CA 95814

Or by e-mail to: vkelly@shra.org

All protests shall be resolved in accordance with the Agency's protest policy and procedures, copies of which are maintained at the Agency and available upon request.

Evaluation Criteria

1. Experience – 30 Points

Contractor's demonstrated experience and past performance with the subject matter.

2. Qualifications of company and team members – 25 points

Relevant, current and applicable qualifications of the company and its team members.

3. Experience Conducting Additional Studies– 15 points

Technical, capabilities, capacity and experience performing additional studies..

4. Project Management Experience – 15 points

Relevant projects and experience, capacity with quick turnaround projects.

5. Quality of Submittal Package – 10 Points

Quality of the proposal submittal.

6. References/Recommendations – 5 Points

Client references and recommendations.

At the sole discretion of the Agency, firms in the competitive range may be invited for in-person interviews/presentations.

Award of Contract

After the Selection Committee has determined the final rankings, the Agency will begin to negotiate contracts with the top ranked firms. If the Agency is unable to negotiate a satisfactory agreement with any of the top ranked firms, it may undertake negotiations with the next ranked firm(s) and so on until a satisfactory agreement can be reached. Prospective firms are advised to review the contract agreement and provisions provided with this RFQ (**Attachment C**), before submitting their proposals.

Manner of Payment

Progress payments will be made to the selected firms based on the hours of work completed during the course of the contract and out-of-pocket expenses incurred in accordance with the firm's cost proposal for each assigned project. Interim billing shall cover a period of not less than a calendar month.

Agency Rights, Options, and Policies

1. The Agency reserves the right to decide that one or more firms are more responsive than the others and to select after review of the written submittals only.
2. The Agency reserves the right to reject any and all submissions, request additional information, or issue additional requirements throughout the selection process. It is the responsibility of the consultant to verify that all necessary information is submitted by the due date. The Agency shall be the sole judge of the immaterial inconsistencies, and its decision shall be final. If any submission is late or incomplete in any way, that team will be eliminated from consideration.
3. The Agency reserves the right to modify any portion, postpone or cancel this RFQ at any time, and/or reject any and all submissions without indicating any reason. No submission documents will be returned.
4. The Agency reserves the right to reject individual team members, firms, and request substitution without indicating any reason prior to contract award.
5. The Agency highly encourages participation by local qualified firms and contractors in all aspects of consultant contracting unless the project requires unusual or highly specialized services.
6. The Agency actively encourages participation of small, minority and women owned business enterprises in all aspects of contracting.
7. No compensation is offered for any work related to this selection process. Submissions are entirely voluntary. All original documents including electronic files become the property of the Agency. After selection and execution of the contract, all

information and materials provided in each submittal received is subject to disclosure through a Public Records Request pursuant to the California Public Records Act.

8. Materials contained in each proposal will be considered proprietary until selection. Following selection, however, the contract scope of work may be amended by the Agency and negotiated based upon ideas provided by any source.
9. In accordance with federal and state laws, the Agency does not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, veteran's status or disability in the provision of services. By submitting a proposal, proposers agree to these requirements.
10. Procured consultants / contractors will not be considered Agency personnel and the Agency assumes proposal of certain personnel to be a statement of their availability to perform the work.
11. The Agency reserves the right to select more than one respondent, to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of the Agency's choosing.

SECTION 00510 – INSURANCE REQUIREMENTS

BASIC REQUIREMENTS

Any questions or concerns regarding insurance coverage should be discussed with Procurement Services, General Counsel, or Risk Management. Work should not proceed until insurance issues/ concerns are resolved.

During the term of the contract, the vendor must maintain the following insurance coverage from insurance providers licensed to do business in California and having a Best's rating of at least A-VII, or a rating of such other rating service as the Agency, in its sole discretion, shall require.

1. **Commercial General Liability** – A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than the single limit liability coverage stated.
 - a. Contractor shall provide Commercial General Liability Insurance using ISO “Commercial General Liability” policy form CG 00 01, with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less.
 - b. Infrastructure projects and projects over one million dollars need to be reviewed by General Counsel to determine insurance limits.
2. **Automobile Liability** – If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than the liability coverage stated.
 - a. If motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less.
 - b. For construction and maintenance service contracts, contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
 - c. For contracts where a motorized vehicle is required for the performance of contracted services (appraisers, real estate brokers, etc.), contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
3. **Workers Compensation** – A workers compensation policy which covers all employees of vendor and each and every subcontractor and which is written in accordance with California law.
 - a. Contractor shall provide Workers Compensation and Employers Liability Insurance on a state approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
 - b. California law requires a company to have Worker's Compensation insurance if they have one (1) or more employees. It is required whether the employee is full-time, part-time, or temporary. All employees of a company as legally defined including corporate officers and

directors must be included in the Worker's Compensation policy unless they are owners of the firm. An owner of a firm is defined as having a 25% interest in the firm.

- c. A family member is an employee unless he/she is an owner in the firm. An owner of a firm is defined as having a 25% interest in the firm.
 - d. Roofers are required to have Worker's Compensation for the owner. It does not matter whether or not the company has employees; the company must have Worker's Compensation, because the owner must be covered.
4. Product Liability or Excess Liability – Construction contracts for work over \$5,000 require Product Liability or Excess Liability insurance for the coverage stated.
- a. For construction contracts over \$5,000.
 - b. Contractor shall provide "all risk" coverage for the completed value of the project. Policies shall contain the following provisions: (1) Agency shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against Agency.
 - c. Not required for modernization work which does not involve structural alterations or additions and where the Agency's existing fire and extended coverage policy can be endorsed to include such work.
 - d. The Contractor shall obtain and maintain, during the term of the Contract, property insurance upon the Project at an amount equal to the full insurable value of the Project at all times. The insurance shall include the interest of the Agency and the contractor as named insured, and all subcontractors and sub-contractors as their interest may appear, in the Project and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including without duplication of coverage, theft, vandalism, and malicious mischief.
5. Professional Liability (Errors or Omissions) – only required for Design Professionals or Attorneys. The architect / engineer shall maintain errors and omissions insurance at all times the Contract is in effect and for a period of five years (or for as long as available at commercially reasonable rates) after final completion of the Project.
- a. Coverage of not less than \$1,000,000 per occurrence and a deductible of not more than \$25,000.
6. Failure to maintain the required insurance coverage is a material breach of the Contract. Agency shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Vendor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to the vendor under the Contract and to reduce the compensation payable to the vendor under the Contract by such amount.

Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty-eight (**48**) hours of such cancellation or non-renewal.

7. Before beginning any work under the Contract, vendor must provide Agency with certificates of insurance with attached endorsements. Certificates of Insurance alone will not be accepted by the Agency. Vendor may be requested to provide complete copies of the insurance policies

demonstrating the required coverage. Vendor must assure that such certificates are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of the Contract.

Certificate Holder

The named Certificate Holder on all certificates of insurance shall be:

Sacramento Housing and Redevelopment Agency and its constituent entities
801 12th Street
Sacramento, CA 95814

Agency as Additional Insured

The General Liability and Automobile Liability insurance policies shall name the Sacramento Housing and Redevelopment Agency and its constituent entities” as additional insureds.

30-Day Cancellation

1. For contracts which require more than 30 days for the performance of work, the vendor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. **All** insurance certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Agency at the following address:

Sacramento Housing & Redevelopment Agency and its constituent entities
801 12th Street, 2nd Floor
Sacramento, CA 95814

2. There are two ways to satisfy this requirement:

- a. The cancellation clause on the certificate of insurance may be modified to read as follows:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, ~~but failure to mail such a notice shall impose no obligation or liability of any kind upon the company, its agents or representative.~~

- b. The following statement may be included on the insurance certificate:

Notice of cancellation will be provided within ten (10) days for non-payment, and within thirty (30) days all others.

END OF SECTION



SECTION 00600 – SECTION 3 OVERVIEW

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires SHRA to ensure that employment and other economic and business opportunities are directed to public housing residents and other low-income persons, to the greatest extent feasible, particularly recipients of government housing assistance, and *business concerns that provide economic opportunities to low- and very low-income persons (Section 3 Residents)*.

Outlined below are minimum requirements to be met by the contractor and all subcontractors performing work on this project. The minimum requirements are triggered by federal regulations and SHRA policy and require active involvement by the contractor and subcontractors in soliciting local employees and contractors. Specifically, Section 3 of the Housing and Urban Development Act of 1968 as amended (12U.S.C. 1701u) and SHRA policy requires, to the greatest extent feasible, that employment and contracting opportunities be provided to Section 3 Residents and Section 3 Businesses.

SECTION 3 EMPLOYMENT GOALS		
Who Must Comply	Area of Focus	Goal
Contractors	New Hires and Trainees	30% of new hires
Any Tier Subcontractors	New Hires and Trainees	30% of new hires

SECTION 3 SUB-CONTRACTING GOALS		
Who Must Comply	Area of Focus	Goal
Building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction	Subcontract Awards	At least 10 percent of the total dollar amount of all contracts
Any Tier Subcontractors	Subcontract Awards	At least 10 percent of the total dollar amount of all contracts
All other Section 3 covered contracts		At least three (3) percent of the total dollar amount

Progressive sanctions may be imposed on any contractor / subcontractor found not to be in compliance or willfully disregards the requirements of Section 3 including cancellation, termination or suspension of the contract in whole or in part, and the contractor may be declared ineligible for further SHRA contract awards for a period of one to three years.

Definitions

Employment Opportunity

Any job opening arising from SHRA contracts/projects, to include permanent, temporary or seasonal employment opportunities, including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities (construction mgr., relocation specialist, payroll clerk, etc.)

New Hire

An individual that is not employed by the contractor prior to the time the contract is executed (hired to specifically perform work on this project). New hires and jobs created (both union and nonunion) include all job openings and vacancies created as a result of retirement, voluntary separation, terminations and expansions of the workforce, as a result of a project funded by SHRA.

Section 3 Resident

- (1) Public housing residents
- (2) Persons who live in the Local Area (within the boundaries of the City and County of Sacramento) where a HUD or SHRA assisted project is located and who is considered to be a low- to very-low income person (have a household income that falls below HUD’s income limits). HUD income limits are provided below and on the New Hire Questionnaire.

Review the chart below, match your household size (include yourself) with the **maximum** household income before taking this employment opportunity.

<i>INCOME LIMITS – 2018</i>								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$44,900	\$51,300	\$57,700	\$64,100	\$69,250	\$74,400	\$79,500	\$84,650

For example, if your household size is 3 and the total annual household income was \$50,000.00, you would fall within the income limits of the chart. From the chart above, the income was below the maximum for a family of 3 (\$57,700.00).

If the applicant’s total household income is within the limits of the chart, that person is considered a Section 3 Resident.

Section 3 Business

- (1) 51% or more owned by Section 3 residents; or
- (2) Employs Section 3 residents for at least 30% of its full- time, permanent staff; or
- (3) Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract to businesses that meet the qualifications set forth in items (1) or (2) above.

Section 3 Covered Contract

A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 Covered Project

The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance or SHRA funds.

Contractor & Subcontractor Obligations for Section 3 Compliance

- (1) Demonstrate a good faith effort, to the greatest extent feasible, to utilize eligible/qualified Section 3 area residents as employees and trainees when new hires are needed.
- (2) Identify the number of positions, by classification/function, required to plan and complete the work to be done under the Section 3 covered project, this includes management and administrative personnel;
- (3) Determine how many of these positions are currently filled and which are not filled by regular, permanent employees.

Contractor & Subcontractor Actions to Demonstrate a Good Faith Effort

The awarded contractor and all subcontractors on the Section 3 Covered Contract/Project are required to identify any new hire opportunity resulting from obtaining this contract. Prior to receiving the Notice to Proceed, the awarded contractor and all subcontractors shall provide to SHRA Procurement Services a complete Employee Roster and a completed/signed Section 3 Economic Opportunity Plan. If the awarded contractor and/or his subcontractors do not anticipate hiring anyone as a result of the contract, complete the bottom section of the form: "Notification of the Intent to Use Current Workforce."

Examples of actions demonstrating a good faith effort to employ Section 3 qualified residents and businesses include:

- (1) Advertise in local/neighborhood newspapers/publications.
- (2) Post opportunity flyers/notices in the common areas of SHRA public housing communities.
- (3) Contact and post flyers/notices at the Sacramento County BIC's (Business Information Centers), local and ethnic Chambers of Commerce, SBA, etc.
- (4) At the job site, post the job opportunity notice and the Section 3 poster where the public may reasonably view it.
- (5) Contact local job training centers or labor organizations.

Order of Preference for Hiring and Contracting

Order of Providing Training and Employment Opportunities to Section 3 Residents

All contractors and any second tier subcontractor shall, to the greatest extent feasible, provide training and employment opportunities to Section 3 residents to meet or exceed a numerical goal of 30% of all new hires in the following order of priority:

- Priority 1: A resident of the SHRA housing site within the project area / neighborhood (i.e. Oak Park, Del Paso Heights, North Highlands, Rio Linda, etc.), and/or the Jobs Plus or Resident Services Program;
- Priority 2: A resident of any SHRA housing site;
- Priority 3: All other Section 3 eligible residents in Sacramento City/County.

Order of Providing Preference for Section 3 Businesses in Contracting Opportunities

Contractors and subcontractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the order of priority provided below.

- Priority 1: Business concerns that are 51 percent or more owned by residents of the housing site at which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes no less than 30 percent of these persons as employees;
- Priority 2: Business concerns that are 51 percent or more owned by residents of other housing sites or developments managed by SHRA or whose full-time, permanent workforce includes no less than 30 percent of these persons as employees;
- Priority 3: Business concerns that are 51 percent or more owned by Section 3 residents, or whose permanent, fulltime workforce includes no less than 30 percent Section 3 residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified above.



SECTION 00610

ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS

The following is applicable to all contracts related to this project.

- A. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.
- B. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. Contractor will include this Employment Clause in every subcontract for work in connection with the project.
- E. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:
 - 1. Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
 - 2. Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
 - 3. Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
 - 4. Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
 - 5. Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents.



SECTION 00620 – DECLARATION OF UNDERSTANDING AND INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

<u>General Submittal Instructions</u>	
<p>Bidder/Proposer AND its first-tier subcontractors are required to submit a completed Section 3 and Economic Opportunity Plan(s) with bid. A “non-responsive” determination may be made due to non-submittal.</p> <p>Bidder/Proposer AND its first-tier subcontractors whose Economic Plans indicate no subcontract awards to certified Section 3 Business Concerns will be required to submit supporting documentation for review and approval verifying outreach efforts and attempts to award subcontracts to Section 3 Business Concerns in bid. A “non-responsive” determination shall be made due to a lack of documented outreach to Section 3 Business Concerns by the Bidder/Proposer. Exception: bid/proposal indicating no projected hiring and/or subcontracting opportunities.</p>	
<u>Special Instructions for SHRA Developers</u>	
<p>Submit all completed Section 3 and Economic Opportunity Plans before construction begins or at the beginning of each project phase (determined on case-by-case). Developers submit completed Plans to:</p> <p style="text-align: center;"> Sacramento Housing and Redevelopment Agency Procurement/Section 3 801 12th St, 2nd Floor Sacramento, CA 95814 Section3@shra.org </p>	
Prime Contractor Name:	Subcontractor:
Contact Name:	Email Address:
Telephone Number:	Dollar Value of <input type="checkbox"/> Contract <input type="checkbox"/> Subcontract \$
<p><i>Check All That Apply For This Project And Follow Instructions As Applicable</i></p> <p><input type="checkbox"/> I am the Prime Contractor</p> <p><input type="checkbox"/> I am a Subcontractor</p> <p><input type="checkbox"/> Prime/Sub Contractor will comply with Section 3 outreach for subcontracts as a result of this bid/proposal</p> <p><input type="checkbox"/> Prime/Sub Contractor will comply with Section 3 new hires as a result of this bid/proposal</p> <p><input type="checkbox"/> There will be no subcontracts or new hires as a result of this bid/proposal</p> <p><i>Bidder for the above bid/solicitation number and project hereby understands and agrees to comply with all provisions of Section 3 as set forth in 24CFR135.38 and SHRA’s Section 3 requirements, as applicable. Noncompliance with HUD’s Section 3 regulations may result in sanctions, termination of the contract/agreement for default and debarment or suspension from future HUD-assisted contracts.</i></p>	
<p>Authorized Official’s Signature: _____ Date: _____</p> <p>Printed Name and Title: _____</p>	

SUBMIT WITH BID/OFFER BY PRIME CONTRACTOR ONLY



SECTION 00630: SECTION 3 ECONOMIC OPPORTUNITY PLAN

Project: _____ **Project #:** _____ **Date:** _____

Prime Contractor: _____

PART I: **Contractor** **Subcontractor** **Section 3 Business Concern** **Yes** **No**

Firm Name: _____ **Contact:** _____

Phone Number: _____ **Fax Number:** _____ **E-mail:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Employment Opportunities

PART II: Contractors or subcontractors receiving federal funds are required to adhere to Executive Order 11246, by Section 3 of the HUD Act of 1968 (12 USC 1701u) and 24 CFR Part 135, the General Conditions of the Contract for Construction, and SHRA’s Section 3 Declaration of Understanding and Intent to Comply with Section 3 Requirements. If awarded a contract, it further agrees to comply with all such requirements, including without limitation, committing to an employment and training goal (Tier I) AND award a subcontract to Section 3 Business Concerns (Tier II) to the greatest extent feasible. The business entity further understands and agrees that these commitments will be included as obligations in any contract awarded and its failure to comply will be deemed a material default under the contract.

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

JOB CLASSIFICATION(S) NEEDED TO COMPLETE THE PROJECT (i.e. Administrative, Laborer, Electrical, Demolition, Asbestos Abatement, Technical, Management, Security)	CURRENT WORKFORCE	REQUIRED WORKFORCE IF AWARDED CONTRACT	NEW HIRE COMMITMENT * # of New Hires that will be Section 3 Resident **

Attach additional sheets if necessary

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

***New Hire:** A new hire means a full-time employee for a new permanent, temporary or seasonal position that is created as a direct result of this project. **Submit a New Hire Questionnaire for every new hire within one week (7 calendar days) of the hire.**

**** Section 3 Resident Priority Selection:**

1st Priority (P1): Individuals residing in the SHRA Development where the project is located and/or the Jobs Plus or Resident Services Program.

2nd Priority (P2): Individuals residing in other SHRA owned or managed developments/properties.

3rd Priority (P3): All other Section 3 eligible residents in Sacramento City/County.

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

SUBCONTRACTOR NAME AND CONTACT	TRADE	Section 3 Business? Yes or No	Subcontract Amount

Attach additional sheets if necessary

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

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

Attach additional sheets if necessary

PART IV: NOTES & COMMENTS

Attach additional sheets if necessary

PART V:

Notification of the Intent to Use Current Workforce

We do not anticipate hiring any construction workers or office staff during the contract period. However, should any positions become available we will notify SHRA by completing the upper section of this form; and, if we hire, by submitting a New Hire Questionnaire

I declare, under penalty of perjury, that the above is true and correct to the best of my knowledge.

Contractor/Subcontractor Name

Signature

Date

Print Name

Title

Questions regarding the completion of this form can be submitted to section3@shra.org

Revised 02-13-19

THIS FORM TO BE SUBMITTED WITH BID BY PRIME CONTRACTOR AND ALL SUB CONTRACTORS



SECTION 00640 – EMPLOYEE ROSTER

Contractor/Subcontractor: _____

Address: _____

Telephone Number: _____ **E-Mail:** _____

Project Name: _____ **Project Number:** _____

Number of company employees who will perform work on this project: _____

Instructions: Using the example listed below, please complete (type or legibly print) information for all employees of the company. USE ADDITIONAL PAGES OF THIS FORM WHERE NECESSARY AND NUMBER EACH PAGE.

EMPLOYEE NAME	HOME STREET ADDRESS CITY, STATE, ZIP	WORK CLASSIFICATIONS (DAVIS-BACON)
<i>John Doe</i>	<i>3333 North Elm, Anytown</i>	<i>Carpenter</i>

TOTAL NUMBER OF EMPLOYEES: _____

I declare that the above is true and correct to the best of my knowledge.

Signature

Date

Print Name

Title

THIS FORM TO BE SUBMITTED WITHIN 10 DAYS OF NOTICE OF AWARD



SECTION 00650 - SHRA SECTION 3 JOB ORDER & REFERRAL FORM

This Form helps contractors and subcontractors hire Section 3 residents and achieve compliance with the Section 3 goals. It also serves to document requests, referrals and track placements of Section 3 residents. An added feature is the documentation of waivers where availability of Section 3 residents for a particular trade may be zero. This form guides compliance determinations at project end. The Form must be submitted to SHRA at section3@shra.org. Third party requests by hon and/or informally on job sites will not count as a documented request. Please complete the Form as indicated below, date, sign and forward as appropriate. (Please verify receipt of referral form).

To be Completed by PRIME/SUBCONTRACTOR

Contractor or Subcontractor _____

Contact Name: _____

Telephone Number: _____ **E-Mail:** _____

Project Name: _____ **Project Number:** _____

Job Location: _____

Work Start Date: _____ **End Date:** _____ **Estimated # Work Hours** _____

Classification:	Skill Level	
1. Trade: _____	Journeyman _____	Apprentice _____
2. Trade: _____	Journeyman _____	Apprentice _____
3. Trade: _____	Journeyman _____	Apprentice _____

Experience Required For Classifications Listed Above:
1. Trade: _____
2. Trade: _____
3. Trade: _____

Selection Criteria: (please check one or more as needed)
 Military Service Union Driver's Lic Other
 Non-Union CDL Class _____

Signature

Date

Print Name

Title

SUBMIT THIS FORM TO:

SHRA Procurement Services
801 12th Street
Sacramento, CA 95814
Section3@shra.org



SECTION 00660: SECTION 3 BUSINESS SELF CERTIFICATION FORM

Name of Business _____

Address of Business _____

A Business can be classified as a Section 3 business in one of three ways. Please self-certify in which way your business qualifies.

- Section 3 Resident Owned Enterprise (at least 51% ownership) – Please check which applies.
 - Public Housing resident
 - Public Assistance Recipient
 - Public Assistance Program Participant
 - Income (see below)

Find your household size below (include yourself), if your maximum household income is at or below the listed maximum income, you qualify as a Section 3 Resident.

INCOME LIMITS – 2018								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$44,900	\$51,300	\$57,700	\$64,100	\$69,250	\$74,400	\$79,500	\$84,650

- Subcontracts 25 percent of the dollar awarded to qualified Section 3 Business Concerns or Section 3 Residents.
- At least 30 percent (30%) of workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business.

By submitting this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 135. I further understand that a Section 3 business is not entitled to a contract simply by being listed in the SHRA Section 3 Business Registry database. Businesses that self-certify their eligibility may receive preference as a Section 3 business, subject to verification from SHRA. Information that is misrepresented on this form will be grounds for terminating Section 3 certification. By signing below, I certify under penalty of perjury under the Laws of the State of California that I am fully authorized to execute this document and that all of the information provided herein is true and correct.

Authorizing Name (Print)

Signature

Title

Date

To be Completed by SHRA

A. SHRA is formally referring the following individuals:

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

Referrals ARE NOT available at this time.

Signature

Date

Print Name

Title



SECTION 00660: SECTION 3 BUSINESS SELF CERTIFICATION FORM

Name of Business _____

Address of Business _____

A Business can be classified as a Section 3 business in one of three ways. Please self-certify in which way your business qualifies.

- Section 3 Resident Owned Enterprise (at least 51% ownership) – Please check which applies.
 - Public Housing resident
 - Public Assistance Recipient
 - Public Assistance Program Participant
 - Income (see below)

Find your household size below (include yourself), if your maximum household income is at or below the listed maximum income, you qualify as a Section 3 Resident.

<i>INCOME LIMITS – 2018</i>								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$44,900	\$51,300	\$57,700	\$64,100	\$69,250	\$74,400	\$79,500	\$84,650

- Subcontracts 25 percent of the dollar awarded to qualified Section 3 Business Concerns or Section 3 Residents.
- At least 30 percent (30%) of workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business.

By submitting this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 135. I further understand that a Section 3 business is not entitled to a contract simply by being listed in the SHRA Section 3 Business Registry database. Businesses that self-certify their eligibility may receive preference as a Section 3 business, subject to verification from SHRA. Information that is misrepresented on this form will be grounds for terminating Section 3 certification. By signing below, I certify under penalty of perjury under the Laws of the State of California that I am fully authorized to execute this document and that all of the information provided herein is true and correct.

Authorizing Name (Print)

Signature

Title

Date

SECTION 00670 – SECTION 3 RESIDENT CERTIFICATION FORM

Section 3 Resident is a public housing resident or a low or very low income person who lives in the City/County of Sacramento and who has a household income that does not exceed HUD’s income limits as described below.

All current employees and new hires claiming Section 3 Resident status must complete this form in order to comply with Section 3 reporting requirements of the Housing and Urban Development Act of 1968.

PART I: EMPLOYEE INFORMATION (to be completed by Section 3 Resident New Hire)

Name:	Check all that apply: <input type="checkbox"/> Live in Public Housing <input type="checkbox"/> Income qualified non-public housing resident <input type="checkbox"/> Section 8 participant <input type="checkbox"/> Recipient of other federal assistance Specify type: _____
Address:	
Public Housing Site of Residence:	
Phone Number:	Email Address:
Registered apprentice: YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, what level: _____ (Attach the Department of Labor Issued Apprentice Certificate)	

PART II: INCOME INFORMATION (to be completed by Section 3 Resident New Hire)

Find the column that corresponds to the number of people in your household. If the annual household income of your home is within or below the range shown for the number of people in your household, you qualify as a Section 3 Resident. Check the column accordingly. Public housing residents qualify as Section 3 Residents regardless of if they meet the below income requirements.

<i>INCOME LIMITS – 2018</i>								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$44,900	\$51,300	\$57,700	\$64,100	\$69,250	\$74,400	\$79,500	\$84,350
Check the Appropriate Box	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The undersigned declares that the above information is true and correct.

Employee/Section 3 Resident Signature: _____ **Date:** _____

PART III: EMPLOYER AND PROJECT INFORMATION (to be completed by Contractor/Vendor)

Company Name:	Project Name and Location:
---------------	----------------------------

PART IV: EMPLOYMENT VERIFICATION (to be completed by Contractor/Vendor)

Position Title:	Hire Date:	End Date:
Benefits:	Number of Hours Per Week:	Total Number of Hours Worked:
Permanent <input type="checkbox"/> Temporary <input type="checkbox"/>	Hourly Rate:	Total Paid to Employee:

Your signature below validates the entries completed in parts III and IV as true and correct, based on your payroll records and personnel file.

I declare, under penalty of perjury, that the above is true and correct to the best of my knowledge.

Contractor / Subcontractor Firm Name	Signature of Authorized Representative or Owner	Date
--------------------------------------	---	------

Questions regarding the completion of this form can be submitted to Section3@shra.org

Revised 03-06-19

SHRA has determined the disclosure of this document, which includes the home address and private financial information of a public housing resident, would constitute an unwarranted invasion of personal privacy per Government Code section 6254(c), and therefore exempts this record from disclosure under the California Public Records Act.



SECTION 00680 – NEW HIRE QUESTIONNAIRE (2018)

Contractor/firm: _____ **Project Name/Number:** _____

Note to employer: Use this form as part of your new hire process. You may send this form to Compliance Services by mail or fax. It is due one week after hire.

Questionnaire

Your employer is required to furnish the following information in complying with the terms of the contract for this project. All information you provide will be **confidential** and will be used to prepare statistical reports to determine the economic impact this job has on the community. Your responses will not affect your employment situation. Please complete all requested information and return this form to your employer.

1. New Hire

First Name: _____ Middle Initial: _____ Last Name: _____

Street Address: _____ City: _____ Zip: _____

Job Title: _____ Phone: _____

Gender: _____ Male _____ Female

Ethnic Code: _____

1–White/Caucasian; 2–Black/ African American; 3–Native American; 4–Hispanic; 5–Asian/Pacific Islander; 0–Other

2. Income

Please provide your household income **before taking this job**. Please review the chart below, match your household size (include yourself) with the **maximum** household income; then, place a check mark in the space below next to the category type (“*Within Limits of Chart*” or “*In Excess of Limits of Chart*”) that applies to your household.

INCOME LIMITS – 2018								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$44,900	\$51,300	\$57,700	\$64,100	\$69,250	\$74,400	\$79,500	\$84,650

For example, if your household size is 3 and the total annual household income was \$50,000.00, you would fall within the income limits of the chart. From the chart above, the income was below the maximum for a family of 3 (\$57,700.00). You would check “Within Limits of Chart.”

Mark one category: Within Limits of Chart _____ In Excess of Limits of Chart _____

3. Job Source: how did you find about this job?

Referred by: _____ Recruited by: _____

Other: _____

4. Statement

I declare that the above is true and correct to the best of my knowledge.

Your signature: _____ Date: _____

Feel free to contact us should you have any questions. Thank you.

Sacramento Housing and Redevelopment Agency – Procurement Services
801 12th Street, 2nd Floor
Sacramento CA 95814
(916) 440-1378: Fax - (916) 442-6736

END OF SECTION



SECTION 00685 – NEW HIRE TRACKING SUMMARY

Contractor/Subcontractor: _____

Project Name: _____ **Project Number:** _____

Total number of employees who performed work on this project: _____

You are required to furnish the following information to comply with the terms of the contract for this project. It is the responsibility of the prime contractor to collect the completed form from all subcontractors working on this project and compile the information on one form to submit for the entire project.

During the course of the project you and/or your subcontractor(s) may find the need to hire new workers. “New Hires” are defined as persons hired specifically to perform work on this project. Should “New Hires” be necessary, you are encouraged to hire Section 3 residents. Each new hire applicant is to complete a New Hire Questionnaire at the time of applying for a position.

Collect, tally and record the following information during the course of the project (use additional sheets if necessary). This requirement applies to **all** contractors and subcontractors working on this project.

Number of new hires: _____ Number of Section 3 new hires: _____

Number of job inquiries: _____

Number of job applicants: _____ Number of Section 3 job applicants: _____

Number of Section 3 resident job offers: _____

Number of Section 3 resident hires: _____

In the table below, please list:

1. What trades/classifications/professions (e.g. carpenter, plumber, laborer, architect, engineer, etc.) were hired specifically for this project.
2. Total number of New Hires for each trade/classification/profession.
3. Number of New Hires that were Section 3.

TRADE/CLASSIFICATION/PROFESSION	TOTAL NEW HIRES	SECTION 3 NEW HIRES

I declare that the above is true and correct to the best of my knowledge.

Signature

Date



SECTION 00690 – SECTION 3 COMPLIANCE SUMMARY REPORT - QUARTERLY

Today's Date: _____	Report Period Ending On: _____	Final Report (Post Project) <input type="checkbox"/>
---------------------	--------------------------------	--

PART I:

Project Name: _____ Project #: _____ Date: _____

Prime Contractor: _____ Section 3 Business Concern Yes No

Firm Name: _____ Contact: _____ Contractor Subcontractor

Phone Number: _____ Fax Number: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Total \$ Expended on Section 3 \$ _____

PART II: CURRENT EMPLOYMENT ACHIEVEMENTS *(report cumulative numbers to date)*

Note: Attach Section 3 Resident Certification and a New Hire Questionnaire for each new hire. If new hires are in P2, or P3 category, provide explanation of efforts made to hire in the order of hiring priority in the Notes section of the Appendix or via a separate sheet.

Job Classification (A)	Total Number of All New Hires (B) *	Total Number of New Hires that are Section 3 Residents (C) **			Percentage of Section 3 New Hires (D) (C/B*100)	Start Date (E)	Anticipated End Date (F)
		P1	P2	P3			
GRAND TOTALS							

***New Hire:** A new hire means a full-time employee for a new permanent, temporary or seasonal position that is created as a direct result of this project. **Submit a New Hire Questionnaire for every new hire within one week (7 calendar days) of the hire.**

**** Section 3 Resident Priority Selection:**

1st Priority (P1): Individuals residing in the SHRA Development where the project is located and/or the Jobs Plus or Resident Services Program

2nd Priority (P2): Individuals residing in other SHRA owned or managed developments/properties.

3rd Priority (P3): All other Section 3 eligible residents in Sacramento City/County.

PART III: TRAINING AND APPRENTICESHIP PROGRAMS (report cumulative numbers) Attach Section 3 Resident Certification for each trainee.

Program Name	Total # of Participants	Total # of Section 3 Resident Participants	Start Date	End Date

PART IV: SUBCONTRACTS (report cumulative numbers)
Attach Section 3 Business Self Certification for each new subcontractor. Use additional sheets if necessary.

BUSINESS CONCERN NAME, ADDRESS, POC, PHONE/EMAIL	SECTION 3 BUSINESS CONCERN	SPECIFY IF A CONSTRUCTION OR NON-CONSTRUCTION CONTRACT AWARD	TRADE	SUBCONTRACT AMOUNT
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Contract <input type="checkbox"/> Non-Construction Contract		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Contract <input type="checkbox"/> Non-Construction Contract		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Contract <input type="checkbox"/> Non-Construction Contract		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Contract <input type="checkbox"/> Non-Construction Contract		

PART V: EFFORTS THAT WERE MADE TO GENERATE ECONOMIC OPPORTUNITIES (attach documentation supporting the information provided in this section)

Attempted to recruit low-income individuals through:

- Advertised through local media, television, radio, newspaper _____
- Signs prominently displayed at the project site
- Contacted community organizations _____
- Contacted SHRA property management to notify residents and posted or distributed flyers at the development/public housing authority
- Participated in a program which promotes the training or employment of low-income individuals
- Participated in a program which promotes the award of contracts to Section 3 Qualified Businesses
- Contacted Section 3 Compliance Administrator and/or SHRA Resident Services for a list of qualified candidates
- Submitted a Section 3 Job Order Form to SHRA Procurement Services and/or SHRA Resident Services
- Other _____

PART VI: REPORTING PERIOD UPDATE: Attached

Attach a separate memo, letter or cover letter to your report stating the hiring, subcontracting, training and/or other significant efforts made during this reporting period. Provide documentation supporting your efforts.

Signature Print Name Title Date

TO BE SUBMITTED TO SHRA SECTION 3 COORDINATOR BY THE 20TH OF THE MONTH FOLLOWING EACH QUARTER



Appendix to Section 00690: Section 3 Compliance Summary Report

	Prime Contractor	Sub 1	Sub 2	Sub 3	Sub 4	Total
Business Name						
Total # of Employees Working/Worked on the Project:						
Total # of Employees Working/Worked on the Project who are Section 3 Residents						
Total # of ALL New Hires						
Total # of Section 3 New Hires						

Attach additional pages if necessary to report data from all subcontractors

NOTES:

Please submit your completed forms to the Section 3 Coordinator - SHRA Procurement Services, 801 12th Street, Sacramento, CA 95814. Questions regarding this form can be directed to Section3@shra.org.



**CONTRACT
For
Environmental Consulting – NEPA, CEQA & NHPA**

Effective Date:

AS OF THE ABOVE-WRITTEN “EFFECTIVE DATE”, AND IN CONSIDERATION OF THEIR MUTUAL OBLIGATIONS, THE AGENCY AND CONTRACTOR (DEFINED BELOW) ENTER INTO THIS “CONTRACT” AND AGREE AS FOLLOWS:

1. “Agency” is/are the following selected agency/agencies, which are public bodies, corporate and politic, and which has/have the address of 801 12th Street, Sacramento, California 95814:

SELECT		AGENCY	
<input type="checkbox"/>	Housing Authority of the City of Sacramento	<input type="checkbox"/>	Housing Authority of the County of Sacramento
<input type="checkbox"/>	Sacramento Housing and Redevelopment Agency		

2. “Contractor” and Contractor’s name and address for its principal place of business are the following:

Name	<input type="text"/>
Address	<input type="text"/>
DUNS #:	<input type="text"/>

Contractor is the following legal entity (select one):

<input type="checkbox"/> Sole Proprietor/Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other: Local Government

Contractor is organized in (select one):

<input type="checkbox"/> California	
<input type="checkbox"/> in the following state and is licensed to do its business in California	<input type="text"/>

3. “Funding Source” is the source of funding that the Agency is using to pay the Contract payments. Contractor must comply with each and every requirement of the Funding Source. Agency will cooperate with Contractor in determining the applicable requirements of the Funding Source. The Funding Source is :

Funding Source	CFDA#	Federal Award ID #	Award Year	Jurisdiction	Amount
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	

4. "Attachments" for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Federal Requirements
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	CDBG and Other Federal Requirements
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Payments
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is invalid without the General Conditions for Limited Construction Work attached.)
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Personal Identifying Information Attachment
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Conflict of Interest Form
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Other

Unless expressly stated otherwise, the Attachments shall supersede any provisions of this Contract with which they conflict.

5. "Scope of Work" for this Contract is the following [This contract is invalid unless this section is completed]. In addition to the Scope of Work here, there may be a detailed Scope of Work attached if that attachment is written by the Agency and the attachment must be in the same form as the following table, including all categories and tasks.]:

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	<i>Scope of work or summary of scope of work</i>	
Contractor	"COMPLETION DATE": The date for completion of all of Contractor's Tasks/Obligations under this Contract	
Contractor	"BILLING DATE": Contractor must submit the final bill for all work under this Contract. Agency will not pay bills submitted after the Billing Date	
Agency	"FINAL DATE": Agency must make final payment for all bills submitted in accordance with the terms of this Contract.	

6. "Contract Price" is the maximum amount that the Agency is required to pay Contractor under this Contract. The Contract Price for this Contract is as follows:

CONTRACT PRICE	

7. "Payment Schedule" for this Contract is as follows:

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT (Only one payment schedule is selected, the others not selected included):	MAXIMUM AMOUNT OF PERIODIC PAYMENT:										
	Monthly payments due on the ___ day of the month	\$_____per month _____% of Contract Price										
	Quarterly payments due by the 30 th of the month following the previous quarter.	Stated in Attachment ____										
	In the amounts and on the dates stated in Attachment ___ Payment	Stated in attachment ____										
	According to the following Schedule of Tasks, periodic payment upon Contractor's completion of each respective task:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: center;">Amount</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Amount								
	Amount											
	As billed by Contractor, for work actually performed and services actually provided	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">According to the fees and rates stated in Attachment ___ Payment</td> </tr> <tr> <td>Per the Scope of Work</td> </tr> </table>	According to the fees and rates stated in Attachment ___ Payment	Per the Scope of Work								
According to the fees and rates stated in Attachment ___ Payment												
Per the Scope of Work												
	Upon completion of the work for actual work performed	Maximum Amount										
	Allowed Reimbursable Expenses											
	Not to Exceed											

Contractor shall not be reimbursed for expenses that are not specifically included in the Payment Schedule. Notwithstanding any other provision, reimbursable travel expenses shall not exceed the rates allowed by the Internal Revenue Service Standard Mileage Reimbursement and shall not include expenses for travel within a forty-five (45) mile radius of the Agency's place of business. Notwithstanding any other provision, reimbursable expenses shall not include any pro-rated overhead costs and expenses, facsimile or telecopier charges, copying costs (unless extraordinary and approved in advance by the Agency), courier charges, local and long distance telephone charges, and ordinary office and business supplies.

SHRA requires receipt of reimbursement requests within 180 days of the Effective Date of this Agreement and then, at a minimum, quarterly. If no funds are requested the agreement may be cancelled with written notice.

Contractor shall submit, at minimum, quarterly status reports on the services funded by the Agency that shall include the name, email address, and telephone number of Contractor's contact person. Annual or closeout reports are due 30 days after the end of the calendar year. Agency shall have the right to audit such reports, including the right to review all records of Contractor related to such reports.

8. "Special Provisions" are the following provisions or additional recitals, which are a part of the contract only if approved by Agency counsel as indicated by the accompanying initials.

SPECIAL PROVISION	AGENCY COUNSEL

THIS CONTRACT IS EXECUTED in Sacramento, California as of the date first above written.

AGENCY:
By:

CONTRACTOR:
By:

Name:		Name:	
Title:		Title:	
		Tax ID Number:	

Contractor must file a Conflict of Interest Statement with the Agency Clerk, unless this box is checked by the Agency signatory indicating that the Contractor is excluded from filing under the Agency Conflict of Interest Code.

CERTIFICATION OF AUTHORITY

I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute the attached document for Contractor in the capacity I have stated, and that such execution is sufficient to bind the Contractor. Executed in _____, California, on _____.

Contractor's Signatory

Attachment 1 Contract Provisions

1. **CONTRACT CONTENTS, PRECEDENCE AND DEFINITIONS.** This Contract consists of this Contract document and all of the Attachments named in this Contract. Except for matters required by law or expressly stated otherwise, the provisions of the attachments supersede any provisions of the body of this Contract with which they conflict. Unless otherwise defined in this Attachment 1, capitalized terms shall have the definitions stated in this Contract.

2. **SCOPE OF WORK.** Notwithstanding the wording of the Scope of Work, unless a Task/Obligation is expressly described in the Scope of Work as one that is not mandatory, each Task/Obligation described in the Scope of Work is the mandatory obligation of the Performing Party, and it must be completed on or before its respective Deadline. As the context indicates the Task/Obligation must be performed at or delivered to the Location stated in the Scope of Work.

3. **CONTRACT TERM AND TIME OF PERFORMANCE.** The “Contract Term” shall begin on the date of this Contract and shall end at 5:00 p.m. on the Final Date or upon completion of all services, whichever shall first occur. The Final Date is the date for completion of all obligations of the parties under this Contract.

a) Certain of the Contract requirements, as expressly stated in this Contract, shall survive the completion or termination of this Contract.

b) The Contractor acknowledges that it is not entitled to compensation for any work done or costs incurred prior to the date of this Contract or subsequent to the Completion Date. This contract cannot be revived, amended or extended by agreement made after the Final Date.

4. **COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENT.** Notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the Contract Price. Agency shall pay the Contractor in the amounts and at the times specified in the Payment Schedule. Agency is not obligated to make any payment under this Contract for work Contractor has not yet performed or goods not delivered. Agency is not obligated to make any payment under this Contract for so long as Contractor is in material default of this Contract. Except as specified in writing in this Contract, Agency is not obligated or liable under this Contract to any party other than the Contractor.

5. **INSURANCE COVERAGE REQUIREMENTS.** During the Contract Term, Contractor must maintain the following insurance coverage from insurance providers licensed to do business in California and having an industry rating that is acceptable to Agency. Failure to maintain the required insurance is a material breach of this Contract. Before beginning any work under this Contract, Contractor must provide Agency with certificates of insurance or copies of the insurance policies demonstrating the required coverage, and the required endorsements naming “the Sacramento Housing and Redevelopment Agency and its constituent entities” as an additional insured. Contractor must assure that such certificates and endorsements are in a form acceptable to the Agency and reflect fulfillment of all of the requirements of this Contract. Contractor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. Contractor must mark such notice to the attention of the Agency’s Procurement Services Office at the following address:

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY
801 12th Street – Procurement Services (PS)
Sacramento, California 95814

a) The required insurance coverage is the following: (i) Two Million Dollars (\$2,000,000) or more of comprehensive general liability coverage including, without limitation, coverage for contractual liability, public liability and property damage and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less; (ii) if motor vehicles are used in connection with this Contract, Five Hundred Thousand Dollars (\$500,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less; and statutory limits or more of workers compensation coverage for all employees of Contractor and all others doing Contract work. The

policies shall be endorsed to name the “the Sacramento Housing and Redevelopment Agency and its constituent entities” as an additional insured. The insurance afforded to such additional insured shall apply to the fullest extent permitted by law and shall be at least as broad as that afforded to the named insured.

b) Cancellation: Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor’s responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty eight (48) hours of such cancellation or non-renewal.

_____ Contractor’s Initials

c) Contractor is in material breach of this Contract for so long as Contractor fails to maintain all of the required insurance. Agency has the right, but not the obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Upon Agency’s demand, Contractor must immediately reimburse Agency for any and all costs incurred by Agency in so obtaining and/or maintaining insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to Contractor under this Contract and to reduce the compensation payable to Contractor under this Contract by such amount.

6. BILLING PROCEDURES AND CONDITIONS. Agency must make the payments due under this Contract, as provided in Part I, subject to the following provisions:

a) Agency must pay the Contract Price to Contractor for performance of Contractor's obligations under this Agreement, or so much of the Contract Price as may be due for services actually performed and materials actually supplied by Contractor under this Contract. Agency must make such payments within thirty (30) days following delivery by Contractor to Agency of invoices stating the amount then due and specifying the services performed for which payment is due. Agency is not required to make such payment more frequently than specified as the Time for Payment. Contractor will not be paid for expenses or overhead as separate items of cost unless such items are specifically listed in the Payment Schedule, and then not to exceed the amounts so provided. In any event, Agency is not required to pay Contractor a total amount for goods, services and expenses which exceed the Contract Price.

b) Contractor may make requests for payment, after the Completion Date and through the Billing Date, for services performed or materials provided to the Contract work on or before the Completion Date. The Agency shall make payments due under this Contract on or before the Final Date. The Agency is not obligated to make payments to Contractor for invoices submitted after the Billing Date.

c) As a condition for payment, Contractor must submit billing statements, in duplicate, not less than ten (10) business days before the date of a requested payment. Such billing statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed; the name of the individual performing each element of the work; the respective hourly billing rates; a list of all expenses for which reimbursement is sought; and the requested payment date.

d) Within ten (10) days following a written request received from Agency, Contractor must provide a bill to Agency for all work done as of the request date. Agency is entitled to make similar requests at intervals of not less than thirty (30) days following the initial request.

7. INDEMNIFICATION. Except to extent of active negligence, willful misconduct or gross negligence on the part of Agency, Contractor shall indemnify, hold harmless and defend, to the fullest extent permitted by law, the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, the Sacramento Housing and Redevelopment Agency, the City of Sacramento and the County of Sacramento, their respective officers, directors, commissioners, advisory committee members, agents, and employees from liability, claims, demands, attorney's fees or litigation and related costs, including, without limitation, court costs and investigator, witness, arbitrator and mediator fees, for any injury or damages to persons or property resulting from Contractor's prosecution

of work under the Contract, or otherwise related to this Contract, whether caused, in whole or part, by an intentional act, negligent act or omission by Contractor, its officers, employees, or agents.

8. NO WAIVER OF RIGHTS AND REMEDIES. Agency's failure, at any time, to object to any breach of covenant or obligation, to any failure of performance, or to any other default on the part of the Contractor shall not constitute a continuing waiver of subsequent breaches or defaults. Agency's making of any payment to the Contractor shall not, under any circumstances, be considered a waiver by Agency. Agency's making of any payment while any breach or default by Contractor exists shall in no way impair any right or remedy available to Agency related to such breach or default, including, without limitation, the right to withhold future payments.

9. HIRING OF OTHERS. Unless consultants, specialists, experts or other third parties are listed in the Scope of Work, Contractor must not employ any of them or incur any obligation to pay any of them for services performed under this Contract without the prior written approval of Agency. Agency's written approval shall not create any obligation of the Agency with regard to any such third party. Contractor has no authority to, and must not purport to, employ, hire or contract with any such third party as agent of the Agency or otherwise on behalf of Agency.

10. TERMINATION OF CONTRACT FOR CAUSE. If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party shall have the right to terminate this Contract by written notice to the defaulting party.

a) If Contractor defaults and Agency terminates the Contract, all finished or unfinished work, products, documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Contractor under this Contract shall, at the option of Agency, become property of the Agency, upon payment to Contractor of just and equitable compensation for such work which is completed and which is reasonably satisfactory to Agency. Agency's exercise of its option to own such properties does not relieve Contractor of liability to Agency for damages on account of Contractor's default, and Agency may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due Agency from Contractor is determined.

b) If Agency defaults and Contractor terminates the Contract, upon Contractor's submission of the billings and receipts required by this Contract, Agency must pay to Contractor an amount which bears the same ratio to the total compensation under this Contract as the services actually performed by Contractor bear to the total services of Contractor covered by this Contract, less payments of compensation previously made (for example, if the work is eighty percent complete, Agency must pay eighty percent of the compensation less any amounts previously paid for the work). In addition, Agency must reimburse Contractor for all unreimbursed expenses that are reimbursable under this Contract upon Contractor's submission of the billings and receipts required by this Contract for reimbursement. If less than fifty percent (50%) of the services covered by this Contract have been performed as of the termination date, Agency must also pay Contractor for that portion of the actual out-of-pocket expenses incurred by Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

11. TERMINATION FOR CONVENIENCE OF AGENCY. Agency may terminate this Contract, at any time and without cause, by a notice in writing from Agency to Contractor. Upon such termination, Agency must pay Contractor the same amounts as Agency would have paid under Section 10.b) as a termination for Agency default.

12. CHANGES. Agency may, from time to time, request changes in the Scope of Work to be performed by Contractor. Such changes, including any increase or decrease in Contractor's compensation, must be by written amendment to this Contract executed in advance by Agency and Contractor.

13. PERSONNEL, FACILITIES AND EQUIPMENT. Contractor represents that it has, or will, secure at its own expense all personnel, facilities and equipment required in performing the services under this Contract. Such personnel must not be Agency employees or have any contractual relationship with Agency, except with Agency's prior written approval.

a) All the services required under this Contract will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

b) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Contract.

14. **SUBCONTRACTING.** Contractor must not enter into any subcontract for performance of the services covered by this Contract without the prior written consent of Agency. In any event, Contractor shall be as fully responsible to Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. In any event, Contractor must insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions, insurance and other relevant provisions of this contract.

15. **INTERESTS OF OFFICIALS.** No member of the governing body of Agency, and no officer, employee or agent of Agency who exercises any functions or responsibilities in connection with carrying out the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. If federal funds are expended by the Agency for this Contract, no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from this Contract. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any portion of the project to which this Contract pertains, or any other interest which would conflict in any manner or degree with the performance of its services under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

16. **CONFLICTS OF INTEREST STATEMENT.** Contractor shall, upon Agency request, complete and submit a conflict of interest statement to the Agency in form approved by the Agency.

17. **OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION.** All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

18. **NO INTELLECTUAL PROPERTY RIGHTS OR ARTIST'S RIGHTS IN CONTRACT WORK.** In any event, without the prior written approval of the Agency, Contractor and any person or entity acting on behalf of Contractor shall neither obtain nor have, and expressly waives, any rights, in law or in equity, in any intellectual property developed in furtherance of this Agreement, including, without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Agreement waive any rights to notice or to take any action regarding the use, removal, relocation or destruction of any artwork so prepared. Contractor represents and acknowledges that Contractor has or shall obtain such waivers in writing for all persons or entities performing work under this Agreement

19. **COMPLIANCE WITH LAWS.** Contractor must comply with all applicable laws, ordinances and codes of the federal, state and local governments, and must commit no trespass on any public or private property in performing any of the work set forth in this Agreement.

20. **CHILD SUPPORT COMPLIANCE ACT.** If this Agreement is in amount that exceeds \$100,000, the following is acknowledged and agreed to by the Contractor: (1) Contractor recognizes the importance of child and family support

and shall fully comply with all applicable state and federal laws relating to child and family support enforcement orders, including but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8(commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (2) Contractor, to the best of its knowledge, agrees to fully comply with the earnings assignment orders of all employees and to provide the names of all new employees to the New Hire Registry, maintained by the California Employment Development Department.

21. **ASSIGNABILITY.** Contractor is prohibited from assigning, and waives all rights to assign or transfer, any interest in this Contract without the prior written approval of Agency. Any purported assignment of any of Contractor's rights and obligations under this Contract without the prior written consent of the Agency is a breach of this Contract.

22. **AGENCY COOPERATION.** Agency will reasonably cooperate with Contractor regarding this Contract. As and when requested by Contractor, Agency will furnish to Contractor any and all pertinent information which Agency may possess during the time of performance of Contractor's duties under this Contract.

23. **CONFIDENTIALITY.** All information prepared or assembled by the Contractor under this Contract is confidential. Contractor must not make this information available to any individual or organization without the prior written approval of Agency. Contractor must immediately forward to Agency all requests for information related to this Contract made by a third party to Contractor. Contractor must not disclose or permit the disclosure of any confidential information of the Agency, except to its agents, employees and other consultants, approved by Agency, who need such confidential information for the proper performance of their duties related to this Contract or on behalf of the Agency.

24. **PRIVACY.** The Contractor agrees to comply with the Federal Privacy Act of 1974 (the Act) and the Agency rules and regulations issued under the Act

25. **CONTRACTOR'S STATUS.** Contractor, for all purposes under this Agreement, is an independent Contractor and must maintain any and all licenses required by law for the performance of Contractor's obligations under this Contract. Except as expressly stated in this Contract, Agency is prohibited from directing the methods of Contractor's work under this Contract, requiring Contractor's use of an Agency office for Contractor's performance or setting regular working hours for Contractor or Contractor's employees.

26. **CONTRACT CONSTRUCTION AND ENFORCEABILITY.** The existence, validity, construction and operation of this Contract, and all its representations, terms and conditions shall conform to the laws of the State of California, exclusive of its conflict of law rules. Throughout this contract, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the entire Contract will be severable and remain in effect.

27. **NOTICES.** Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties through the United States Postal Service, postage paid, to the address of the other party as indicated in this Contract.

28. **ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Contract will be binding on the parties. No changes to this Contract are valid unless they are made by written amendment duly executed by the parties.

29. **VENUE.** Unless otherwise agreed in writing by the parties, the venue for all actions related to this Contract is Sacramento County, California.

ATTACHMENT FEDERAL REQUIREMENTS

The following provisions shall be applicable to this Agreement and binding on Contractor and Agency only if all or part of the funds to be paid for work performed under this Agreement are provided by the United States Department of Housing and Urban Development (other than Community Development Block Grant funds) or some other funding program of the federal government. In the event of a dispute as to the applicability of any of the following provisions to Contractor's work under this Contract, Agency's decisions shall be final.

1. **DEFINITIONS.** For purposes of this contract and in addition to definitions made elsewhere in this contract, the following quoted words and phrases contained in this Contract shall have the following meanings:
 - a) The "Act" is the federal Housing and Community Development Act of 1974, as amended.
 - b) "Cost Objective" generally means a service, program, project or activity in which costs can be assigned to and measured from. See 2 CFR §200.28.
 - c) "Allocable Costs" are particular to a Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. See 2 CFR §200.405.
 - d) "Direct costs" are those costs that can be identified specifically with a particular final cost objective or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. See 2 CFR §200.413.
 - e) "Indirect costs" means those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted without effort disproportionate to the results achieved. See 2 CFR §§ 200.56, 200.413, and 200.414.
 - f) "Reasonable Costs" include costs that are generally recognized as ordinary and necessary for the operation or efficient performance of the contract or award and do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. See 2 CFR §200.404.

2. **ANTI-KICKBACK RULES.** Monthly, or more often, Contractor must, without condition, pay the salaries of architects, draftsmen, technical engineers and technicians performing work under this Contract. Such payments shall be made without deduction or rebate, excepting only such payroll deductions as are mandatory by law or permitted by applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1937 (Title 18 U.S.C., Section 874). Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations. Contractor shall be responsible for the submission of affidavits required of subcontractors under this Contract, except for such variations or exemptions as the Secretary of Labor may specifically allow.

3. **WORK HOURS.** Contractor must comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) and must cooperate with Agency in implementing and enforcing the provisions of such Act. Among other requirements of the act, Contractor must pay not less than one and one-half times the basic rate of pay for the work of Contractor's employee in excess of eight hours in one day or forty hours in one week, in the performance of this Contract. Contractor must insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance with such Act. Contractor must meet and cooperate with Agency's Labor Compliance officer to assure compliance with such Act.

4. **WITHHOLDING OF SALARIES.** If, in the performance of this Contract, there is any underpayment of salaries by Contractor or by any subcontractor, Agency must withhold from Contractor out of payments due to him or her any amount sufficient to pay employees underpaid the difference between the salaries required under this Contract to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by Agency for and on account of Contractor or subcontractor to the respective employees to whom they are due.

5. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classification of architects, draftsmen, technical engineers and technicians performing work under this Contract must be promptly reported in writing by Contractor to Agency for the latter's decision which shall be final with respect thereto.

6. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:

- i. Contractor will send to each labor union or representative of workers with whom he or she has a collective bargaining agreement or other contract or understanding, a notice to be provided by Agency, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- ii. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- iii. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records and accounts by Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS. The following is applicable to all contracts related to the project which is the subject of this Contract.

- i. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and 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 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract.
- iii. The contract requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area.
- iv. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- v. Contractor will send to each labor organization or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his or her commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- vi. Contractor will include this Employment Clause in every subcontract for work in connection with the project.
- vii. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill its obligation to utilize lower-income project area residents as employees to the greatest extent feasible by:

- (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
- (2) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
- (3) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
- (4) Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- (5) Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents, first and foremost, through the First Source Program.
- (6) Making a good faith effort to fill the positions identified in Paragraph (4) of this Section with lower-income project area residents.

8. **DAVIS-BACON ACT.** Unless expressly indicated otherwise in this Contract, if this Contract is for construction, alteration, or repair (including painting and decorating) of public buildings or public works, Contractor must comply with the provisions of the Davis-Bacon Act (40 U.S.C. §3142) and all rules, regulations and orders promulgated under said Act. Among other provisions, said act establishes minimum wages and fringe benefits; prohibits deductions or rebates from payments; provides for the withholding of funds to assure compliance with wage provisions; and provides for the termination of this Contract and debarment of the Contractor for failure so to comply.

9. **CONFLICT OF INTEREST.** No member, officer or any employee of Contractor, or its designees or agents, who exercises any functions or responsibilities with respect to the program during his or her tenure or for one (1) year thereafter, shall have an interest, direct or indirect, in any contract or its proceeds, for work to be performed in connection with the program assisted under this Contract. Contractor must incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

10. **DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable to his or her employer under this Contract.

11. **RECORDS, REPORTING AND MONITORING.** Agency may monitor the adequacy of Contractor's performance in any manner which Agency deems most effective. Contractor must cooperate with Agency in such monitoring. Subrecipient must keep all necessary books and records, including loan documentation and financial records, in connection with the operation and services performed under this Contract and must document all transactions so Agency may properly audit all expenditures made pursuant to this Contract. Subrecipient must maintain and preserve all records related to this Contract in its possession for a period of three (3) years from the completion date of this Contract, unless otherwise directed by Agency. All books, records and accounts kept by Subrecipient in connection with the performance of this Contract shall be made available for inspection by representatives of the federal government and/or Agency staff as required to monitor or audit the program.

In addition to the reports specified in this Contract, Subrecipient shall retain the records required by the applicable provisions of 24 CFR §570.506 and provide the Agency with the reports required pursuant to 2 CFR §§ 200.328, 200.333, and 200.343, and such other records and reports as the Agency may reasonably require in the administration of this Contract. Subrecipient shall keep all other necessary books and records, including property,

personnel, loan documentation and financial records, in connection with the operation and services performed under this Contract, in accordance with the provisions of Executive Order 11246 and 2 CFR §200.333. Subrecipient shall conduct audits in accordance with 2 CFR, Part 200, Subpart F. . Subrecipient shall document all transactions sufficiently for Agency to properly monitor and audit all expenditures made pursuant to this Contract.

12. DRUG FREE WORKPLACE. Contractor must comply with the Drug-Free Workplace Act of 1988 (final rule published on May 25, 1990) and Agency's policies and rules promulgated under the Act. Contractor must obtain such policies and rules from the Agency

13. RESEARCH AND DEVELOPMENT (R & D). Funds may not be used for R & D. R & D means all research and development related activities, both basic and applied, that are performed by non-Federal entities. See 2 CFR §200.87 for additional information on R & D.

14. COSTS. All costs must be must be necessary and reasonable for the performance of the federal award and be allocable thereto under these principles per 2 CFR §§ 200.403 and 404. Classifying a particular cost as direct or indirect depends on whether it can be identified directly with a cost objective (such as a project or activity) without disproportionate effort. All costs must comply with 2 CFR Part 200, Subpart E-Cost Principles (2 CFR §§ 200.420-200.475).

The contractor may elect, but is not required, to charge for indirect costs. If the contractor chooses to charge for indirect costs, the maximum indirect cost rate is 10% (*de minimis*), unless an indirect cost rate has been previously negotiated with and approved by the agency which is the federal agency responsible for reviewing, negotiating and approving cost allocation plans or indirect cost rate proposals. The negotiated rate must be accepted by all federal awarding agencies.

15. FOOD, TRAVEL AND ENTERTAINMENT. Travel costs may include expenses for transportation, lodging and subsistence, and are only allowable for employees who are in travel status on official business and approved as part of this contract or with prior written approval and are specifically related to this contract. Costs must be considered reasonable and must not exceed charges allowed by contractor's Out of Town Travel Policy. See 2 CFR §200.474 for additional information on travel costs and www.shra.org for the Out of Town Travel Policy.

The costs of entertainment, including amusement, diversion and social activities and any associated costs are not allowed except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the federal award or with prior written approval. All entertainment costs must comply with 2 CFR §200.438. In addition, the costs of alcoholic beverages are not allowed under 2 CFR §200.423.

16. CHANGES IN LAWS AND REGULATIONS. In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation **shall automatically supersede the contract's scope of work and any attachments. The most current exhibits, laws and regulations will be posted at www.shra.org.**

17. OTHER FEDERAL REQUIREMENTS. Agency must provide Contractor with all relevant program information regarding the federal programs having jurisdiction over this Contract. Agency must assist Contractor in the interpretation of the requirements of such programs. Contractor shall be considered to be familiar with the requirements of such programs and shall comply with such requirements.

**Instructions to Offerors
Non-Construction**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

(2) Have a satisfactory performance record;

(3) Have a satisfactory record of integrity and business ethics;

(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and

(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Is the only offer received.

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]