



Build HOPE: Investing in People and Place

7/28/2025

SUBJECT: Purchase of Work Trucks and Vans

Interested Parties:

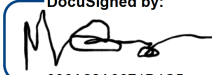
The Housing Authority of the City of Los Angeles ("HACLA") is seeking proposals from qualified automobile dealerships to procure work trucks and vans with various upfits as described more fully in the Scope of Services attached hereto as Exhibit A.

The specifications and scope of services and instructions for preparing proposals are contained in the RFP, which is available on the Los Angeles Regional Alliance Marketplace for Procurement ("RAMP"), a free service provided by the City of Los Angeles and the Mayor's Office of Economic Development at www.rampla.org. **To access the RAMP listing of the HACLA's procurement opportunities, you will need to register at www.rampla.org. If you do not register at www.rampla.org, you will not receive notification of any addenda that may be issued.**

A pre-proposal conference will not be conducted for this RFP. Proposals must be received at 2600 Wilshire Blvd., Los Angeles, CA 90057, no later than 11:00 a.m. (PST) on **August 21, 2025**. Proposals may be hand delivered by contacting the Contract Administrator listed below, who will coordinate the delivery with building security. Proposals may also be delivered by private express delivery service (UPS, FedEx, OnTrac, FastTrak or any other commercial carrier with real time tracking and delivery) or U.S. Postal Service.

Please contact Hadi Otaky, Contracts Administrator, at: (213) 817-2319 or by email at Hadi.Otaky@hacla.org if you have questions concerning this solicitation. Your interest and participation are greatly appreciated.

Sincerely,

DocuSigned by:

006A22A0671B4C5...

Marlene Garza,
Chief Administrative Officer



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

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

**REQUEST FOR PROPOSALS
FOR
PURCHASE OF WORK TRUCKS AND VANS**

IMPORTANT DATES

Issue Date:	7/28/2025	
Last Date for Written Questions:	8/11/2025	11:00 a.m. (PST)
Deadline for Submission:	8/21/2025	11:00 a.m. (PST)

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

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

I. INTRODUCTION

A. Purpose

The Housing Authority of the City of Los Angeles (the “Authority” and sometimes “HACLA”) issues this Request for Proposals (“RFP”) to procure work trucks and vans as described more fully in the Specifications and Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference (“Goods and Services”).

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

HACLA intends to seat a panel of qualified Providers (“Providers”), each operating under a one-year contracts. Providers will be selected on the basis of best value to HACLA based on the relative score of the proposals, as they are evaluated, rated and ranked in accordance with the technical and price factors specified in this RFP. The number of Providers selected will be determined based on the quality of the proposals and HACLA’s business needs.

B. Profile

HACLA was established in 1938 by the City of Los Angeles Resolution No. 1241, and has since grown to become one of the nation’s largest and leading public housing authorities, providing the largest supply of quality affordable housing to residents of the City of Los Angeles. HACLA currently owns and manages a citywide portfolio of 9,405 housing units, administers monthly housing assistance payments for more than 58,000 families and provides a wide range of programs and services.

HACLA funds are derived from five main sources: 1) HUD’s annual operating subsidy; 2) HUD’s annual public housing Capital Fund; 3) Section 8 rental subsidies; 4) rents from the HACLA’s public housing units; and 5) other public (federal and non-federal) and private sources. HACLA’s annual budget exceeds \$1 billion.

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II. GENERAL INFORMATION**A. Contract Administrator**

The Contract Administrator for this RFP is Hadi Otaky, whose contact information is provided below:

Housing Authority of the City of Los Angeles
General Services Department
Attn: Hadi Otaky, Contracts Administrator
2600 Wilshire Boulevard, 4th floor
Los Angeles, California, 90057
Phone: (213) 817-2319
Email Hadi.Otaky@hacla.org

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

B. General Qualifications

Qualified Providers must have valid and current applicable licenses, be in good standing with licensing authorities and be appropriately staffed. Providers are expected to have demonstrated experience, expertise and resources to provide Goods and Services. Proposals will be evaluated based on the factors set forth in Part III below.

Proposals will be accepted from out-of-state Providers.

C. General Instructions**1. Supplemental Instructions**

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

2. Minimum Acceptance Period

“Acceptance period” as used in this provision means the number of calendar days available to HACLA to award a contract, which is calculated commencing upon the day the

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

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

A pre-proposal conference will not be conducted for this RFP. Instead, the time customarily allotted for the receipt of written questions has been extended. HACLA will respond to relevant written questions by issuance of an Addendum to this RFP, which will be posted on www.rampla.org. (See next section)

Questions regarding this RFP **must** be submitted electronically (i.e., via email) and received by Hadi Otaky, Contracts Administrator, at Hadi.Otaky@hacla.org no later than **11:00 a.m. on 8/11/2025**. HACLA is not obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above. HACLA will only respond to questions that are relevant to the RFP and will result in greater clarity for all Providers.

4. RFP Addenda

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

If addenda are issued, Provider transmittal letters must include a statement acknowledging receipt of the addenda.

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

5. Submittal Instructions

Proposals must be received at 2600 Wilshire Blvd., Los Angeles, CA 90057 no later than 11:00 a.m. (PST) on August 21, 2025.

All proposals shall be enclosed in a sealed package(s) plainly marked with the words "**Proposal Responding to RFP No. HA-2025-94; Do Not Open Until 11:00 a.m. on August 21, 2025.**"

Please submit one readable CD-ROM disk or USB flash drive of the proposal. Providers are responsible for ensuring disks or drives are readable. HACLA, at its sole discretion, may reject proposals submitted with unreadable disks or drives as non-responsive.

Proposals may be hand delivered at 2600 Wilshire Boulevard (**entrance is through the building's**

subterranean parking structure accessible from Rampart Blvd). Please contact the Contracts Administrator identified herein, who will coordinate the receipt of the proposal. Please note HACLA does not provide parking. Limited street and private parking are available within a few minutes' walk of the parking structure entrance.

6. Receipt of Proposals

Proposals will be accepted until the submission deadline identified above. Proposals received by mail will be stamped with the date and time when HACLA mail is generally opened. Proposals that are hand delivered by proposers and couriers will be stamped with the date and time received by the Receptionist posted in the lobby of HACLA's General Business Office.

HACLA will not be responsible for, nor accept as a valid excuse for late bid delivery, any delay in mail service or other delivery method. **HACLA does not accept the submittal of proposals through email or other electronic methods.**

7. Pre-contractual Expenses

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

8. Subcontracting

Providers are required to identify all proposed subcontractors on the List of Subcontractors attached hereto as Exhibit G.

9. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit HACLA to award a contract. HACLA expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to waive any irregularities or informalities in the offers received, to negotiate with Providers, or to cancel all or part of this RFP.

10. Joint Offers Not Accepted

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

doing business as a joint venture.

11. Proposed Contract

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

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

12. Protests

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

13. Notice Regarding Disclosure of Proposal Contents

All proposals received by HACLA will become the property of HACLA and be considered "public records" as defined by Government Code section 7920.530(a) of the California Public Records Act (Government Code section 7920 et. seq.). After contract award, all proposals are subject to public inspection and/or copying except as provided herein. Exception is made for providers' submitted Service Provider Responsibility Questionnaire, which is marked as "Confidential." HACLA's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 7922.000.

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14. Insurance Requirements

The insurance coverages and amounts required for the Goods and Services are:

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

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

15. Vendor Registration

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

16. Workforce Profile

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

17. Disclosure of Lobbying Activities

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

18. Information About Other Procurement Opportunities

You can obtain information about other procurement opportunities by visiting HACLA's website at www.hacla.org/en/contracts-and-procurement/open-solicitations, and by accessing the Regional Alliance Marketplace for Procurement ("RAMP"), a service provided by the City of Los Angeles and the Los Angeles Business Council at www.rampla.org. RAMP access requires registration, which is free.

19. Procurement Policy

All procurement activities of HACLA are conducted in accordance with HACLA's Procurement Policy, applicable state and federal laws and regulations, including 2 CFR at Part 200, particularly sections 200.318 through 200.326 (procurement standards), all as may be amended from time to time. HACLA's Procurement Policy may be viewed at HACLA's Forms, Documents and Policies page at www.hacla.org/forms.

20. City Minimum Wage Ordinance.

Service Providers are advised that employees working at least 2 hours in a particular week within the City of Los Angeles are entitled to payment of the applicable minimum wage under the City of Los Angeles Minimum Wage Ordinance ("MWO"). As of July 1, 2024, the base minimum wage for all employers regardless of the number of employees is \$17.28 per hour. Some businesses are eligible for exemption or deferral. HACLA expects its Service Providers to consider the cost of compliance in their proposed pricing. Service Providers are responsible for determining the extent to which the MWO is applicable, and for remaining well-informed of any changes to the MWO that may affect employee compensation. For more information on the MWO, visit <https://wagesla.lacity.org/>.

21. Use of Brand Names and Substitutions.

The identification of a certain brand, make or manufacturer in the specifications provided for this RFP does not restrict Providers to the specific brand, make or manufacturer named, but is provided to convey the standard of quality, performance, and other characteristics needed to

meet HACLA's requirements.

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

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

III. PROPOSAL FORMAT AND CONTENT

A. Presentation

Proposals should be submitted in electronic form (8-1/2" x 11"-page size format). Proposals should not include any unnecessarily elaborate or promotional material. See the Submittal Instructions in the prior section for other presentation requirements.

B. Proposal Content

1. Transmittal Letter/Introduction

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

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

issued for this RFP.

2. Table of Contents

Proposals must include a complete table of contents for material included in the proposal. The Table of Contents should appear immediately following the Transmittal Letter/Introduction.

3. Qualifications (10 pts)

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

Please furnish the following information regarding the business:

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

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

(c) Provide references from at least 3 relevant business clients (preferably other public housing authorities and other public agencies) to which the business is currently providing services. Include agency and/or company names, beginning/ending dates of

contracts, and names, titles and telephone numbers of individuals that HACLA can contact as references.

The Qualifications information should be attached behind the Table of Contents tab.

4. Work Plan/ Vehicle Availability (50 pts)

Overview: This section establishes the Provider's understanding and ability to meet HACLA's objectives, milestones, requirements and clearly and concisely outlines the Provider's plan for accomplishing the specified work.

HACLA anticipates entering contacts with multiple dealerships for the immediate delivery of vehicles. HACLA estimates the purchase of thirty-one (31) work trucks and vans with various upfits within the next calendar year. Estimations are provided for informational purposes only, HACLA does not make any guarantees to the number vehicles purchased under this RFP.

Once contracts are seated, HACLA will provide specifications for the required vehicle(s) and award a Purchase Order to the dealership that provides the best value for each vehicle. Typical turnaround time for a Purchase Order is 5-7 business days. Vehicle delivery will be coordinated once a Purchase Order is issued.

Include your dealership's responses to the questions below in the Work Plan/ Vehicle Availability section of your proposal:

1. On average, how many new commercial vehicles (Heavy-Duty Trucks, Midsize Trucks, Cargo vans, etc.) do you generally have in stock? *Include inventory from any sister/partner dealerships.*
2. What is the current lead time for ordering a new vehicle directly from the manufacturer?
3. List and detail the type of upfits your dealership provides **in-house** (e.g. liftgates, tonneau cover, bed liners, van partitions, van shelves, beacon lights, backup alarms, etc.).
4. How many days does it take to complete and deliver an upfit request?
5. Can your dealership preform upfits on vehicles purchased from other locations?
6. Once an order is complete, how long does it take for your dealership to deliver a vehicle?
7. Describe your standard manufacture warranty on commercial vehicles.
8. Describe any additional dealership warranty for commercial vehicles, if provided at no additional cost

9. Describe additional optional paid warranty for commercial vehicles offered by your dealership

5. Price (37 pts)

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

(a) Using the Proposal Price Form attached as Exhibit B, provide a detailed fee schedule for completing the tasks described in the Work Plan/Vehicle Availability section of the proposal.

(b) Using the Proposal Price Form, furnish a schedule of rates for additional Goods and Services (i.e., work determined by HACLA to be necessary for the delivery of the Goods and proper completion of the Services, but which is not included in the Specifications and Scope of Services).

(c) Using the Proposal Price Form, declare any conditions that may result in an increase in prices during the contract term.

Reimbursed Costs: The Proposal Price Form identifies certain expenses that may be reasonably and necessarily incurred in the delivery of the Goods and performance of the Services. The Contract provides that reimbursable expenses shall be billed at actual net cost, without any "mark ups" or surcharges and must be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). The Contract also provides that expenses that exceed \$500.00 must be approved by HACLA, in writing and in advance of incurring the cost. Note, HACLA does not reimburse for local travel costs, including but not limited to travel time from Consultant’s office to HACLA’s Office or project site. Local travel consists of travel within Los Angeles County and its immediate surrounding areas including but not limited to Orange County and Riverside Counties.

6. Reserved

7. Reserved

8. Reserved

9. Diversity Outreach Requirements (3pts)

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

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

10. Exceptions and Deviations

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

11. Appendices

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

(a) Resumes for all Key Personnel identified in the Proposed Staffing section.

(b) Proof of insurance. See Insurance Requirements section above for coverage details.

(c) Any additional information the Provider deems essential to a proper evaluation of the proposal, which is not included in any of the foregoing sections. Providers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief.

IV. PROPOSAL EVALUATION AND CONTRACT AWARD

A. Evaluation Panel

An Evaluation Panel with expertise on the subject matter will be responsible for reviewing, analyzing and evaluating proposals received and may also conduct contract negotiations with the highest rated Provider(s) and perform other tasks related to this RFP. The Panel is responsible for recommending to the Board of Commissioners the Providers whose

proposals are the most advantageous to HACL A, with price and other factors considered. Panelists serve without compensation.

B. Evaluation Criteria

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

1. Qualifications **(10 pts)**
2. Work Plan/Vehicle Availability **(50 pts)**
3. Price **(37 pts)**
4. Diversity Outreach **(3 pts)**

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

C. Negotiations

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

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

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

BAFOs are usually requested only once in a procurement. However, in exceptional

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

D. Contract Award

HACLA intends to award multiple contracts as the result of this RFP. Contracts will be awarded to the top qualified Providers based on Best Value, which is generally defined by HACLA's Procurement Policy as offering the most advantageous value to HACLA. Contracts valued in excess of \$250,000 are required to be approved by HACLA's Board of Commissioners at a noticed, public meeting.

V. EXHIBITS LIST

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

- A Specifications and Scope of Services
- [B] Proposal Price/Cost Form**
- [C] Provider Responsibility Questionnaire**
- [D] Declaration of Compliance with Vendor Diversity Outreach Requirements (and proof of advertisement if applicable)**
- E RESERVED
- F RESERVED
- [G] List of Subcontractors (submit only if subcontractors will be utilized)**
- [H] Workforce Profile**
- I RESERVED
- [J] Certification of Payments to Influence Federal Transactions (HUD Form 50071)**
- K Instructions to Offerors (Non-Construction) (HUD Form 5369-B)
- L Proposed Contract (in draft form)

Exhibit A

SPECIFICATIONS, SCOPE OF SERVICES AND DELIVERY LOCATIONS

I. General Information:

HACLA anticipates entering contacts with multiple dealerships for the immediate delivery of vehicles. HACLA estimates the purchase of thirty-one (31) work trucks and vans with various configuration upfits within the next calendar year. The estimations are provided for informational purposes only, HACLA does not make any guarantees to the number vehicles purchased under this RFP.

Once contracts are seated, HACLA will provide specifications for the required vehicle(s) and award a Purchase Order to the dealership that provides the best value for each vehicle. Typical turnaround time for a Purchase Order is 5-7 business days. Vehicle delivery will be coordinated once a Purchase Order is issued.

II. Commonly purchase Work Vans, Trucks and upfits:

The Make of vehicles listed below is provided to convey the standard of quality, performance, and other characteristics needed to meet HACLA’s requirements. Please refer to the Part II: General Information; Subsection C. General Instructions; Number 20 “Use of Brand Names” of this RFP for additional information on submitting “or equal” substitutions.

Commonly Purchased Vehicles	
Mid-Size Trucks	Ford Ranger Crew Cab 2WD;
Heavy-Duty Trucks	Ford F-150 regular cab 4x2 8'box
	Ford F-250 regular cab 4x2 8'box
	Ford F-250 crew cab, 4X2 8' box
	Ford F-350 chassis cab, 169' wheelbase
	Ford F-350 regular cab, 4x2 8'box
Cargo Vans	Ford F-350 crew cab, 4x2 8'box
	Ford Transit Cargo T-150 Low Roof, Regular Wheelbase
	Ford Transit Cargo T-250 Low Roof, Regular Wheelbase
	Ford Transit Cargo T-250 High Roof, Extended Wheelbase
	Ford Transit Cargo T-350 Low Roof, Extended Wheelbase
	Ford Transit Cargo T-350 High Roof, Extended Wheelbase

Commonly Purchased Upfits for Vehicles	
Mid-Size Truck	Bed liner for 59.6" box
Heavy Duty Tuck Upfits	Bedliner for 8ft box
	Bedliner for 6.5ft box
	Bedliner for 5.5ft box
	Backup alarm
	Running boards
	Security Alarm
	Liftgate with 1,000 lb. capacity
Van Upfits	Shelves for driver side for van with low roof with short wheelbase
	Shelves for passenger side, for van low roof with short wheelbase
	Backup Alarm
	Bulkhead
	Bi-fold liftgate with 1,000 lb. capacity
	Security Alarm
Specialty Upfits	Lift Forks and Mast for Ford F-350 Chassis (see attached Specifications)

III. Delivery Locations:

	Site	Address	City		Zip
1	AVALON GARDENS	701 E. 88TH. PL.	LOS ANGELES	CA	90002
2	ESTRADA COURTS	3232 ESTRADA ST.	LOS ANGELES	CA	90023
3	GONZAQUE VILLAGE	1515 EAST 105TH. ST.	LOS ANGELES	CA	90002
4	IMPERIAL COURTS	11541 CROESUS AVE.	LOS ANGELES	CA	90059
5	JORDAN DOWNS	9800 GRAPE ST.	LOS ANGELES	CA	90002
6	MAR VISTA GARDENS	11965 ALLIN ST.	CULVER CITY	CA	90230
7	NICKERSON GARDENS	1590 114TH. ST.	LOS ANGELES	CA	90059
8	PICO GARDENS	1526 E. 4TH. ST.	LOS ANGELES	CA	90033
9	PUEBLO DEL RIO	1801 E. 53RD. ST.	LOS ANGELES	CA	90058
10	RAMONA GARDENS	2830 LANCASTER	LOS ANGELES	CA	90033
11	RANCHO SAN PEDRO	275 WEST FIRST ST.	SAN PEDRO	CA	90731
12	ROSE HILL COURTS	4466 FLORIZEL ST.	LOS ANGELES	CA	90032
13	SAN FERNANDO GARDENS	10995 LEHIGH AVE.	PACOIMA	CA	91331
14	WILLIAM MEAD HOMES	1300 NORTH CARDINAL	LOS ANGELES	CA	90012

IV. PRICING

Proposers are required to complete the worksheet (“Bid Form”) that has been posted to RAMP with this RFP, which is incorporated herein by this reference. Please complete and submit the excel Bid Form according to the instructions included therein.

The Bid Form represents proposers’ percentage discount or mark-up of on HACLA commonly purchased vehicle’s Manufacturer Suggested Retail Price (“MSRP”). If awarded, the Proposer’s percentage discount or mark-up indicated in the Bid Form will apply to for a one (1) calendar year.

The Bid Form is a representative listing of the vehicles and upfits typically purchased by HACLA. The list is provided solely for purposes of comparing proposal pricing. **The list is neither exclusive nor complete.**

Award will be made to the vendor that offers the HACLA the best value which takes the percentage discount in consideration on the vehicles indicated.

Sales Tax and Fees: HACLA will pay taxes and fees due on delivered goods. Do not include sales tax or fees in your price(s).

Exhibit B

PROPOSAL PRICE FORM

Please see the Excel spreadsheet uploaded to RAMP along side this RFP for the Price Form

Sales Tax: HACLA will pay taxes due on delivered goods. **Do not include sales tax in your price(s).**

TERMS OF OFFER

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

Name of Business: _____

By: _____ Title: _____

Must be signed by an individual who has authority to bind the business

Exhibit C

PROVIDER RESPONSIBILITY QUESTIONNAIRE

Name of Firm: _____

Business Address: _____

All proposers submitting proposals must include this completed Questionnaire.

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

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

Confidential: HACLA’s General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 6255.

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

_____ Years

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
Vehicles Purchase

HA-2025-94

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

Yes No

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

Yes No

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

Signature: _____

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

Exhibit D

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

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

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

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

“Labor Surplus Area Business” (LSA) means a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment. For more information on labor surplus areas, including a listing of local labor surplus areas, please see HACLA’s page at <http://www.hacla.org/mbewbe>.

The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of his/her/its knowledge, true and correct with respect to the efforts made in a "good-faith" attempt to comply with HACLA’s outreach requirements and that said business will provide to HACLA evidence of the efforts described herein within three working days of such request.

1. Identified Bid/Proposal Items

- We identified specific items in the bid/proposal to be performed or procured from MBE/WBE/LSA businesses.
- We **did not** identify such items.

Initial _____

2. Advertisement

- Not less than _____ days prior to the submission of the bids/proposals, we advertised for bids/proposals from interested MBE/WBE/LSA businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. **[Proof of advertisement must be attached.]**
- We **did not** advertise for bids from MBE/WBE/LSA businesses.

Initial _____

3. Written Notice

Not less than _____ days prior to the submission of the bids/proposals, we provided written notice of our interest in bidding and requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBE/LSA and other business enterprises. [NOTE: You may be requested to submit a list of organizations that provided such assistance.]

We **did not** provide such written notice. Initial _____

4. Participation

We directly solicited MBE/WBE/LSA businesses that have agreed to participate in this contract if awarded.

We **did not** obtain participation by MBE/WBE/LSA businesses. Initial _____

5. Negotiations

We negotiated in good-faith with interested MBE/WBE/LSA businesses and did not unjustifiably reject bids prepared by any such business. [NOTE: You may be requested to submit a list of the negotiating businesses that includes the item of work solicited.]

We **did not** engage in such negotiations. Initial _____

Company Name

Signature

Title

Exhibit E

RESERVED

Exhibit F

RESERVED

Exhibit G

LIST OF SUBCONTRACTORS

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

Project Title: _____ Company Name: _____

BUSINESS NAME & ADDRESS	CONTACT INFORMATION	TRADE/BUSINESS
1. _____ _____ _____	Name: _____ Phone: _____	Trade: _____
2. _____ _____ _____	Name: _____ Phone: _____	Trade: _____
3. _____ _____ _____	Name: _____ Phone: _____	Trade: _____

Exhibit H

WORKFORCE PROFILE

(Attached)

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
CONTRACTOR WORKFORCE PROFILE**

Please insert the information requested below for each permanent, full-time (eight hours or more per day) employee employed by the business.

OCCUPATION	MALE EMPLOYEES								FEMALE EMPLOYEES							
	Hispanic or Latino	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	Amer. Indian or Alaska Native	Two or More Races	Total	Hispanic or Latino	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	Amer. Indian or Alaska Native	Two or More Races	Total
Exec/Senior Managers																
First/Mid-Level Managers																
Professionals																
Technicians																
Sales Workers																
Admin Support																
Craft Workers																
Operatives																
Laborers & Helpers																
Service Workers																
Totals																

Race and ethnic designations are those used by the Equal Employment Opportunity Commission, and do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

White (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Asian (Not Hispanic or Latino) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian or Alaska Native (Not Hispanic or Latino) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Two or More Races (Not Hispanic or Latino) - All persons who identify with more than one of the above six races.

Name of Business

Total Number of Full-Time Employees: _____

Signature/Title

Date: _____

Exhibit I

RESERVED

Exhibit J

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

(Attached)

Certification of Payments to Influence Federal Transactions

and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Exhibit K

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

Instructions to Offerors

Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Exhibit L**CONTRACT BETWEEN
HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
AND
INSERT CONTRACTOR NAME**

THIS CONTRACT ("Contract") is made and entered into this insert start date ("Effective Date"), by and between the Housing Authority of the City of Los Angeles, State of California, a public body, corporate and politic (hereinafter referred to as the "Authority"), and insert contractor name, (hereinafter referred to as the "Provider"). The Authority and Provider are hereinafter collectively referred to as the "Parties" and individually as a "Party."

RECITALS

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

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

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

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

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

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

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

Section 1. PURCHASED GOODS

A. **Purchased Goods.** Provider agrees to provide timely delivery of the Goods described in Provider's Proposal submitted in response to the Authority's Request for Proposals ("Provider's Proposal"), which is incorporated herein by this reference.

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

Contract. Failure of the Provider to secure proper authorization for Additional Goods shall constitute a waiver of any and all right to adjustment in the Maximum Cumulative Payment Obligation amount set forth herein, and Provider shall not be entitled to compensation for such unauthorized Goods. Any such approval of Additional Goods by the Contracting Officer, as well as any other material change in the terms and conditions of this Contract, shall only be binding upon either party if confirmed in a written amendment to this Contract executed by both parties.

Section 2. STATEMENT OF SERVICES

A. Scope of Services. Provider shall, in a manner satisfactory to the Authority, completely perform the Services set forth in the "Scope of Services" attached hereto as Exhibit 1, and in accordance with Provider's Proposal. Any conflicts between the requirements of the Scope of Services attached hereto and the Provider's Proposal shall be referred for resolution to the Authority, whose decisions in such matters shall be final and binding on both parties.

B. Additional Services. Any work determined by the Authority to be necessary for the proper completion of the Services, but which is not included within the Scope of Services shall be considered "Additional Services." Only the Authority's Contracting Officer identified in the Notices section herein or his or her authorized designee may authorize Additional Services. The parties expressly acknowledge that any other Authority employees are without authorization to order Additional Services or to waive contractual requirements of this Contract. Failure of the Provider to secure proper authorization for Additional Services shall constitute a waiver of any and all right to adjustment in the Maximum Cumulative Payment Obligation amount set forth herein, and Provider shall not be entitled to compensation for such unauthorized services. Any such approval of Additional Services by the Contracting Officer, as well as any other material change in the terms and conditions of this Contract, shall only be binding upon either party if confirmed in a written amendment to this Contract executed by both parties.

Section 3. PROVIDER'S REPRESENTATIONS AND RESPONSIBILITIES

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

B. Provider represents that it is free to enter into this Contract and is not subject to any obligation or disability which will or might prevent or interfere in fully keeping and performing all of the conditions to be kept and performed under this Contract. Provider further represents that it has not paid anyone for the purpose of entering into this Contract, and that entering into this Contract and delivering the Goods and performing the Services will not constitute a conflict of interest. Provider further represents that neither it, nor its agents or representatives, has offered or given gratuities in the form of entertainment, gifts, favors or other items or work of value to any officer or employee of the Authority with a view toward securing: (i) award of this Contract, (ii) amendment of the Contract after award, or (iii) favorable treatment of Provider by the Authority in the administration of the Contract, or in the making of any determination with respect to Provider's performance of its obligations under the Contract.

C. Provider represents that it will provide prompt written notice to the Authority if

it becomes aware of any fault or defect in the delivered Goods.

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

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

Section 4. FEES, PAYMENTS AND INVOICES

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

B. Sales Tax. The sum of insert sum (\$insert dollar value) is added to pay the sales tax due on the purchased goods.

C. Maximum Cumulative Payment Obligation. Notwithstanding any other provision of this Contract to the contrary, the Authority's maximum cumulative payment obligation to Provider under this Contract shall be insert sum (\$insert dollar value).

D. Invoices. Provider shall invoice the Authority for this Contract within 30 days of delivery. Invoices shall be itemized and reference this Contract number. Invoices shall include a description of the Goods and Services, unit of measure, and price. Invoices may be emailed to Accounts.Payable@hacla.org or may be mailed to:

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

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

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

Contract.

Section 5. CONTRACT TERM

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

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

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

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

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

(3) 3rd Option Term. The Authority, at its sole discretion, may elect to extend the Contract Term for the period through insert date (“3rd Option Term”) by giving notice to the Provider prior to the expiration of the 2nd Option Term.

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

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

Section 6. INSURANCE

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

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

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

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

Section 7. NOTICES

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

For the Authority:

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

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

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

For Provider:

To: insert information

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

Section 8. DELIVERY OF GOODS

Goods shall be delivered to the delivery points (“Deliver Locations”) identified in the RFP, in accordance with the schedule specified in the Specifications ("Delivery Date"). If no delivery date is specified, Provider shall deliver in full within a reasonable time of receipt of this Contract. Timely delivery is of the essence. If Provider cannot timely deliver the Goods without delay, Provider shall notify the Authority and establish

a mutually acceptable Delivery Date. If Provider fails to deliver the Goods in full, on the Delivery Date or a mutually acceptable delivery date, the Authority may terminate all or any part of this Contract and Provider shall indemnify the Authority against any losses, damages, and reasonable costs and expenses attributable to Provider's failure to deliver. Provider shall not substitute material or ship more than the quantity contracted without the Authority's prior written approval. Unless expressly provided otherwise herein, Provider shall be solely responsible for and pay all costs of delivering the Goods to the Delivery Locations, including, without limitation, all shipping and freight costs.

Section 9. RISK OF LOSS

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

Section 10. INSPECTION

The Authority reserves the right to inspect the Goods on or after the Delivery Date. The Authority, at its sole option, may reject all or any portion of the Goods if it determines the Goods are defective or nonconforming. Provider shall promptly repair or replace defective or nonconforming Goods. If Provider fails to timely deliver repaired or replacement Goods, the Authority may replace them with Goods from a third party and charge Provider the cost thereof and terminate this Contract. Any inspection or other action by the Authority under this Inspection section shall not affect Provider's obligations under this Contract, and the Authority shall have the right to further inspection after Provider takes remedial action.

Section 11. WARRANTY

Notwithstanding the Authority's acceptance or right of inspection and/or any other terms or conditions provided in this Contract, Provider warrants that the Goods furnished hereunder: (i) are new and free from any defects in workmanship, material and design; (ii) conform to applicable specifications; (iii) are fit for their intended purpose and operate as intended; and (iv) are free and clear of all liens, security interests or other encumbrances. These warranties survive any delivery, inspection, acceptance or payment. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of the Authority's discovery of the noncompliance. If the Authority gives Provider notice of noncompliance, Provider shall, at its own cost and expense, promptly replace or repair the nonconforming Goods.

Section 12. SAFETY REQUIREMENTS

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

Section 13. SUBCONTRACTING

A. Provider shall not subcontract, assign or delegate any portion of this Contract or any duties or obligations hereunder to any subcontractor not identified in Provider's Proposal unless approved by the Authority in a written instrument executed and approved by the Authority in writing. Neither party shall, on the basis of this Contract, contract on behalf of or in the name of the other party.

Any Contract that violates this Subcontracting section shall confer no rights on any party and shall be null and void.

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

Section 14. AUTHORITY'S RIGHTS AND REMEDIES IN GENERAL

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

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

Section 15. RESERVED

Section 16. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

G. Entire Agreement. The Contract, including all exhibits and other documents incorporated herein or made applicable by reference, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written.

H. Binding Authority to Sign and Authorization. Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies, as applicable, have been taken to make the Contract a binding obligation of each of the Parties hereto. The persons executing the Contract warrant that they are duly authorized to execute the Contract on behalf of and bind the Parties each purport to represent. For California corporations, two signatures are required as follows: 1) Chairperson of the Board, President, or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer.

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

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

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

L. Performance Evaluation. Provider's performance under the Contract, including any work performed by its subcontractors or others under the supervision or control of Provider, will be

evaluated in accordance with the Authority's Provider Evaluation Form, a copy of which is available at www.hacla.org/forms (copy available upon request). Provider understands and agrees that the Authority may rely upon completed Provider Evaluation Forms in assessing Provider's qualifications, responsibility and ability to perform on future contracting opportunities with the Authority, and further, that an overall assessment of "Unsatisfactory", may result in the Provider's disqualification or debarment from future contracting opportunities with the Authority.

M. Interpretation. Should interpretation of this Contract or any portion thereof, be necessary, it is deemed that this Contract was prepared by the parties jointly and equally, and shall not be interpreted against either party on the grounds that the party prepared the Contract or caused it to be prepared. The captions and headings of the various articles and paragraphs of this Contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective articles and paragraphs hereof.

[THIS SECTION INTENTIONALLY BLANK]

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
Vehicles Purchase

RFP 2025-94

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

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

Approved as to form

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

By: _____
Legal Counsel

By: _____
MARLENE GARZA
Chief Administrative Officer

Name: _____

insert Service Provider name

By: _____
(Signature of Person Authorized To Sign)

(Printed Name of Person Authorized To Sign)

Title: _____

Second signature required for California Corporations:

By: _____
(Signature of Person Authorized To Sign)

(Printed Name of Person Authorized To Sign)

Title: _____

Exhibit 1

SPECIFICATIONS AND SCOPE OF SERVICES

[To be attached]

DRAFT

Exhibit 2

CONTRACT FEES

[To be attached]

DRAFT

Exhibit 3**CONTRACT GENERAL CONDITIONS FOR GOODS AND SERVICES**Federal Funds Exceeding Simplified Acquisition Threshold

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

Definitions (HUD)¹

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

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

Definitions (Authority)

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

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

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

1. Changes²

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

2. Termination for Convenience and Default³

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

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

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

the Authority, and the Provider shall be entitled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Contract Adjustments and Disputes herein.

3. Contract Following Termination

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

4. Contract Termination; Debarment⁴

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

5. Examination and Retention of Provider's Records⁵

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

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

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

6. Rights to Data⁶

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

⁴ HUD Form 5370-C, Section 1, Clause 8

⁵ HUD Form 5370-C, Section 1, Clause 4

⁶ HUD Form 5370-C, Section 1, Clause 5

7. Disputes⁷

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

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

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

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

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

8. Assignment of Contract⁸

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

9. Certificate and Release⁹

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

10. Organizational Conflicts of Interest¹⁰

(a) The Provider warrants that to the best of its knowledge and belief and except as otherwise

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

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

⁹ HUD Form 5370-C, Section 1, Clause 10

¹⁰ HUD Form 5370-C, Section 1, Clause 11

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

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

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

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

11. Inspection and Acceptance¹¹

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

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

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

12. Provider's Status¹²

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

¹¹ HUD Form 5370-C, Section 1, Clause 12

¹² HUD Form 5370-C, Section 1, Clause 18

13. Prohibition against Liens¹³

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

14. Other Contractors¹⁴

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

15. Reserved.**16. General Indemnification.**

(a) The Provider shall hold harmless, indemnify and defend the Authority and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of the Authority's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses (including without limitation reasonable attorney fees and costs), whether or not involving a third party claim, which arise out of, relate to, or result from (i) any breach of any representation or warranty of Provider contained in this Contract; (ii) any breach of any covenant or other obligation or duty of the Provider under this Contract or under applicable law; and/or (iii) any acts or omissions by Provider or subcontractor of any tier, in each case whether or not caused by the negligence of the Authority or any other Indemnified Party, and whether or not the relevant claim has merit. This indemnification provision shall not apply to any claims resulting solely from the gross negligence or willful misconduct of the Authority, the Authority's officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries, and related non-profit corporations, or the directors, officers, employees, commissioners, servants, agents, successors, and assigns of the Authority's instrumentality entities, subsidiaries, and related non-profit corporations. The Provider's obligations set forth above shall survive the expiration or termination of the Term of this Contract, including any Option Term.

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

17. Reserved.

¹³ HUD Form 5370-C, Section 1, Clause 20

¹⁴ HUD Form 5370-C, Section 1, Clause 19

18. Reserved.**19. Warranty of Title**

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

20. Reserved.**21. Order of Provisions; Interpretation**

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

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

(c) The Contract may omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

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

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

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

22. Accounting Records

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

and practices.

23. Training and Employment Opportunities for Residents in the Project Area (Section 3)¹⁵

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

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

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

(d) The Provider agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Provider will not subcontract with any subcontractor where the Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

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

24. Authority's Supplemental Section 3 Compliance Requirements

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

¹⁵ Section 3, HUD Act of 1968; 24 CFR 135; HUD Form 5370-C, Section 1, Clause 21

Residents or other Section 3 economic opportunities. Provider's EOP and supporting documentation are incorporated herein by this reference.

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

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

25. Equal Employment Opportunity¹⁶

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

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

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

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

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

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

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

(g) The Provider shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Provider

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

shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

26. Dissemination or Disclosure of Information¹⁷

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

27. Interest of Members of Congress¹⁸

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

28. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees¹⁹

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

29. Energy Efficiency²⁰

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

¹⁸ HUD Form 5370-C, Section 1, Clause 13

¹⁹ HUD Form 5370-C, Section 1, Clause 14

²⁰ HUD Form 5370-C, Section 1, Clause 6

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

30. Limitation on Payments to Influence Certain Federal Transactions²¹

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

"Recipient" includes all contractors, subcontractors at any tier, and sub-grantees at any tier of the

²¹ HUD Form 5370-C, Section 1, Clause 15

recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

(2) Technical discussions and other activities regarding the

application or adaptation of the person's products or services for an agency's use.

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(1) and (2) of this section are permitted under this clause.

(3) Selling activities by independent sales representatives.

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

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

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

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

31. Clean Air and Water²²

Contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which the Contract is to be performed.

32. Procurement of Recovered Materials²³

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

(b) Paragraph (a) of this clause shall apply to items purchased under the Contract where: (1) the Provider purchases in excess of \$10,000 of the item under the Contract; or (2) during the preceding

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

²³ HUD Form 5370-C, Section 1, Clause 22

Federal fiscal year, the Provider: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

33. Limitations on Payments Made to Influence Certain Federal Financial Transactions²⁴

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

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

34. Affirmative Action Program²⁵

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

35. Contract Work Hours and Safety Standards Act²⁶

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

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

²⁵ 41 CFR 60-1.4 and 41 CFR 60-2

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

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Exhibit 4

PROVIDER CERTIFICATES OF INSURANCE

[to be attached]

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Exhibit 5

PROVIDER SECTION 3 DOCUMENTATION

Applicable (see attached) Not Applicable

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