

**Contract Form between the Housing Authority of the City and County of San Francisco  
and [Contractor]  
(RFP Attachment G)**

**INTRODUCTION**

This contract by and between the **San Francisco Housing Authority** (hereinafter "the Authority"), and \_\_\_\_\_, (hereinafter "the Contractor") is hereby entered into this \_\_\_ **day of** \_\_\_\_\_, **2019**.

Services pursuant to this contract shall begin on **the** \_\_\_ **day of** \_\_\_\_\_, **2019, and shall end on the** \_\_\_ **day of** \_\_\_\_\_, **2020**, unless otherwise extended, modified, terminated, or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday, or legal holiday, then the period of time shall be automatically extended to include the next workday). Also, whenever the term "herein" is referred to, it refers to this contract form, the appendices, and all listed attachments.

**1.0 Definitions.**

- 1.1 Chief Executive Officer (CEO).** \_\_\_\_\_
- 1.2 Contracting Officer (CO).** The Authority Contracting Officer, typically the Authority Executive Director, but may be another person delegated such authority by the ED.
- 1.3 Housing Authority.** Any reference herein or within any Appendix to the "Housing Authority" or the "HA" shall be interpreted to mean the same as the Authority.
- 1.4 Request for Proposals (RFP).** A competitive solicitation process conducted by the Authority wherein award was completed to the top-rated responsive and responsible proposer.

**2.0 Services and Payment.**

- 2.1 Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Authority as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the Authority at the designated Authority community and facilities. In addition, the Authority shall retain the right to implement and/or enforce any item issued as a part of RFP No. 19-440-RFP-0014.
- 2.2 Provisions of any and all Work (Task Orders).** The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a

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completed Contract Task Order from the authorized Authority representative. This Task Order may take the form of an e-mail.

**2.3 Cost/Value of Services.**

**2.3.1 Contract Value.** The current total Not-To-Exceed (NTE) value of this contract is:

\$\_\_\_\_.\_\_\_\_

**2.3.1.1** The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order. Further, the Authority reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when the Authority determines doing so is in its best interests.

**2.4 Renewal Options.** This contract is initially executed for the period of 3 years with the option, at the Authority's discretion, of 2 additional one-year option periods, for a maximum total of \_\_\_\_\_ years.

**2.5 Time Performance.** \_\_\_\_\_ will complete each assigned task as assigned by the Authority.

**2.6 Billing Method.**

**2.6.1** To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

**Housing Authority of the City and County of San Francisco  
Attention: [NAME, TITLE]  
[STREET ADDRESS], San Francisco, CA [ZIP]**

**2.6.2** At a minimum, the invoice shall detail the following information:

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- 2.6.2.1** Unique invoice number;
- 2.6.2.2** Contractor's name, address, and telephone number;
- 2.6.2.3** Date of invoice and/or billing period;
- 2.6.2.4** Applicable Contract No.;
- 2.6.2.5** Applicable Purchase Order No.;
- 2.6.2.6** Brief description of services rendered, including applicable timeframe, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);
- 2.6.2.7** Task Order, approved by the Authority ED; and
- 2.6.2.8** Total dollar amount being billed.

**2.6.3** The Authority will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

**3.0 Authority's Obligations.** Pursuant to this contract, the Authority agrees to provide the specific services detailed herein and shall be responsible for the following:

**3.1** The Authority agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior approval of the ED.

**4.0 Contractor's Obligations.** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and shall be responsible for the following:

**4.1 Supervision and Oversight.** The Contractor shall be responsible for providing supervision and oversight to all the Contractor's work that are assigned to the Authority properties pursuant to this contract.

**4.2 Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices.

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For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested, and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.

**4.3 Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable all Federal, State, and local laws, regulations, codes, and ordinances.

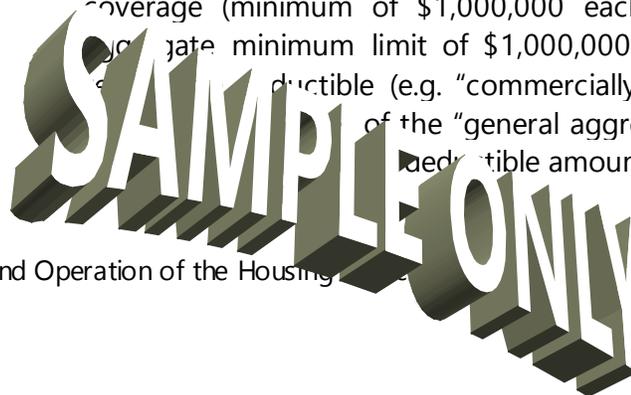
**4.4 Insurance Requirements.**

**4.4.1 Indemnity.** The complete indemnity requirements are detailed within Section 11.19 herein.

**4.4.2 Insurances.** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

**4.4.2.1 General Liability Insurance.** General Liability Insurance. An original certificate evidencing General Liability coverage, including sexual harassment coverage, naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;

**4.4.2.2 Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;



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**4.4.2.3 Automobile Liability Insurance.** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000, with a deductible not greater than \$5,000.

**4.4.2.4 Worker's Compensation Insurance.** Worker's compensation coverage evidencing carrier and coverage amount.

**4.4.2.5 Certificates/Endorsements.** The Contractor shall provide to the Authority with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Authority as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s) and endorsement(s) shall be delivered to the following person representing the Authority:

**Housing Authority of the City and County of San Francisco  
Attention: [NAME, TITLE]  
[STREET ADDRESS], San Francisco, CA [ZIP]**

**4.5 Licensing.** The Contractor shall also provide to the Authority a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

**4.6 Financial Viability and Regulatory Compliance.**

**4.6.1** The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.

**4.6.2** The Contractor agrees to promptly disclose to the Authority any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Authority in writing within 5 days of such notification received will constitute a material breach of this contract.

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**4.6.3** The Contractor shall promptly disclose to the Authority any change of ownership and/or any declaration of bankruptcy during the term(s) of this contract. The failure to disclose a change of more than 50% of its ownership and/or assets within 5 days of said actions shall constitute a material breach of contract.

**4.6.4** All disclosures made pursuant to this section of the contract shall be made in writing and submitted to Authority within the time periods required herein.

**4.7 Confidentiality.** The Contractor, in connection with performing his/her services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce this Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of this Contract and agrees to be bound all of its terms and conditions. This Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

**4.6 No Smoking on Authority Property.** The Authority has implemented a No Smoking policy on all its properties. Accordingly, the Contractor shall ensure that its employees or other persons brought or allowed onsite by the Contractor shall not utilize any smoking materials on Authority property at any time.

**5.0 Modification.** This contract shall not be modified, revised, amended, or extended except by written addendum, preferably executed by both parties, but the Authority shall retain the right to issue a unilateral addendum (pursuant to HUD regulation, the Contractor shall not have the same right). The Authority acknowledges that such "unilateral addendum" must not be

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otherwise in conflict with the current requirements already stated within this contract, or any appendix attached thereto, or in conflict with any relevant regulation or law; in either case, if a unilateral addendum is issued in conflict with the current requirements of the contract, and the amended conditions are deemed necessary by the Authority, and if the amended conditions cause the Contractor to be required to provide additional services, the Authority will negotiate suitable additional compensation to the Contractor to compensate the Contractor for the additional work caused by the unilateral addendum issued (such "additional compensation" shall be negotiated pursuant to the approved hourly rate that the Contractor proposed in response to the RFP).

**6.0 Severability.** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

**7.0 Applicable Laws.**

**7.1 Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.

**7.2 Jurisdiction of Law.** The laws of the State of California shall govern the validity, construction, and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that San Francisco, California is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

**8.0 Notices, Invoices, and Reports.**

**8.1** All notices, reports and/or invoices submitted to the Authority by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the Authority:

**Housing Authority of the City and County of San Francisco  
Attention: [NAME, TITLE]**

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**[STREET ADDRESS], San Francisco, CA [ZIP]**

or, if appropriate, e-mailed to: \_\_\_\_\_@sfha.org.

**8.2** All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or, if appropriate, shall be e-mailed to \_\_\_\_\_@\_\_\_\_\_.

**9.0 Disputed Billings (Charges).**

**9.1 Procedures:** In addition to the procedures set forth in Section 7 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *Construction Contracts, Section I—(With or without Maintenance Work)*, if at the Authority disputes any portion of its billing(s), the Authority shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows.

**9.1.1** The Authority's representative shall, within 10 days after the Authority's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

**9.1.2** If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

**9.1.3 Arbitration.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California at a location at the Authority's sole decision and discretion. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney's fees. Any such

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arbitration shall be conducted by an arbitrator experienced in government/public interest and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction."

**10.0 2 CFR §200.326, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Authority, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether inserted or by reference:

**10.1 Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Authority and the Contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the Authority or the Contractor is faced with any issue, it is the responsibility of that party to deliver to the other party notification, in writing, fully detailing the issue and corrective action. The Authority has the right to issue unilateral addendums to the contract (the Contractor shall have the same right). The other party shall, within 10 days, respond in writing. However, the Authority shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Authority may, in addition, employ the following steps in dealing with the Contractor as to any performance issues:

**10.1.1** If the Contractor is in material breach of the contract, the Authority may promptly invoke the termination clause detailed within Section No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

**10.1.2** Prior to termination, the Authority may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Authority shall

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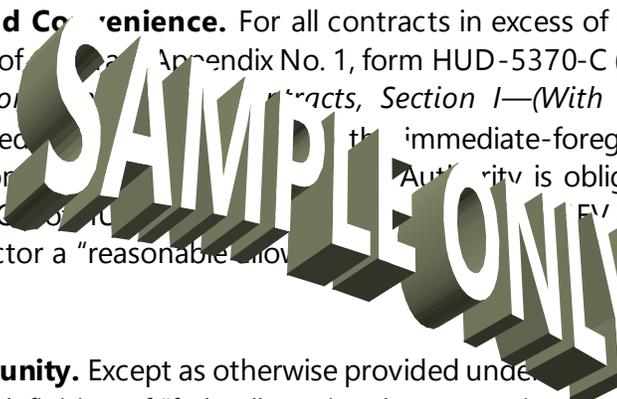
maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Authority's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).

**10.1.3** After termination, if the Contractor does not agree with the Authority's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Authority's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).

**10.1.4** The response to any protest received shall be conducted in accordance within Section No. 4.0 of the *Instructions to Proposers and Contractors* document.

**10.2 Termination for Cause and Convenience.** For all contracts in excess of \$10,000, as detailed within Clause No. 3 of Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Federal Contracts, Section I—(With or without Maintenance Work)*, attached hereto, the immediate-foregoing, if the Authority terminates the Contract, the Authority is obligated to, as detailed within Section 11.6.C of the *Instructions to Proposers and Contractors*, negotiate with and pay to the Contractor a "reasonable amount" for the remainder of the contracted period.

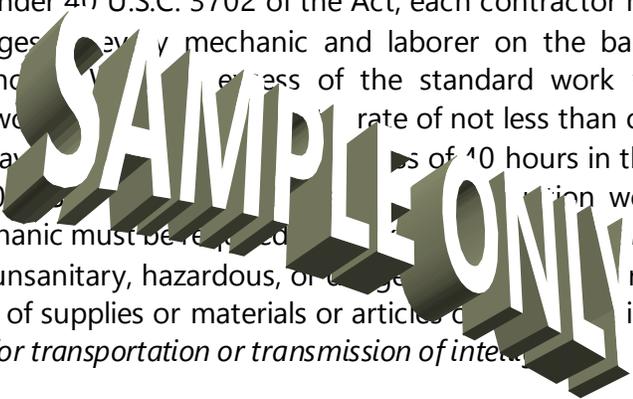
**10.3 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."



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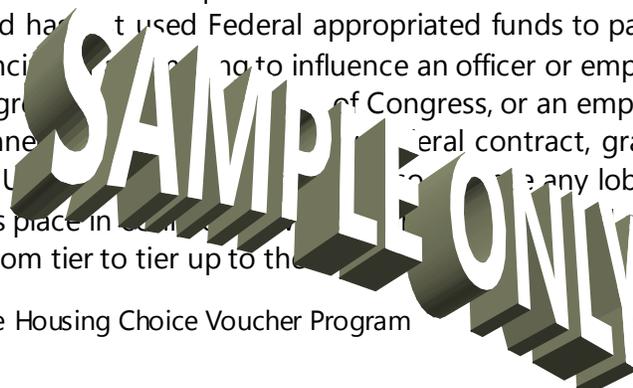
**10.4 Davis-Bacon Act, as amended (40 U.S.C.3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,** “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**10.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages payable to each mechanic and laborer on the basis of a standard work week of 40 hours. Any excess of the standard work week is permissible provided that the wage rate of not less than one and a half times the basic rate of pay for 40 hours of 40 hours in the work week. The requirements of 40 U.S.C. 3704 of the Act apply to construction work and provide that no laborer or mechanic must be required to work under working conditions which are unsanitary, hazardous, or dangerous. The requirements do not apply to the purchases of supplies or materials or articles of commerce available on the open market, or *contracts for transportation or transmission of intelligence*.



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- 10.6 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 10.7 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended**—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Authority (EPA).
- 10.8** Mandatory standards and policies relating to **energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 10.9 Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 10.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractors must also disclose any lobbying with non-Federal funds that takes place in connection with any award. Such disclosures are forwarded from tier to tier up to the awarding agency.



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**10.11 §200.322 Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Authority (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**11.0 Additional Considerations.**

**11.1 Right of Joinder.**

**11.1.1** Any political subdivision within the State of California (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms, and conditions of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

**11.1.2** The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the Authority contract, it is expressly understood that the Authority shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

**11.2 Non-Escalation.** Unless otherwise specified within the RFP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

**11.3 Funding Restrictions and Order Quantities.** The Authority reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Authority, if:

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- 12.3.1** Funding is not available;
- 12.3.2** Legal restrictions are placed on the use of monies for this category of service or supply.
- 12.3.3** The Authority's requirements in good faith shall be followed in the contract.

**11.4 Local, State, and/or Federal Permits.** Unless otherwise stated in the RFP documents, all local, State, or Federal permits which may be required to provide the services resulting from award of this RFP, whether or not they are known to either the Authority or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.

**11.5 Taxes.** All persons doing business with the Authority are hereby made aware that the Authority is exempt from paying California State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

**11.6 Government Standards.** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NIOSH) and environmental control (EPA and St. John the Baptist Parish Pollution Regulations) and any other enacted ordinance, code, law, or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given, to the Contractor for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.

**11.7 Freight on Bill and Delivery.** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP documents or within the contract.

**11.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the Authority may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

**11.8 Backorders.**

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**11.8.1** The CO must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.

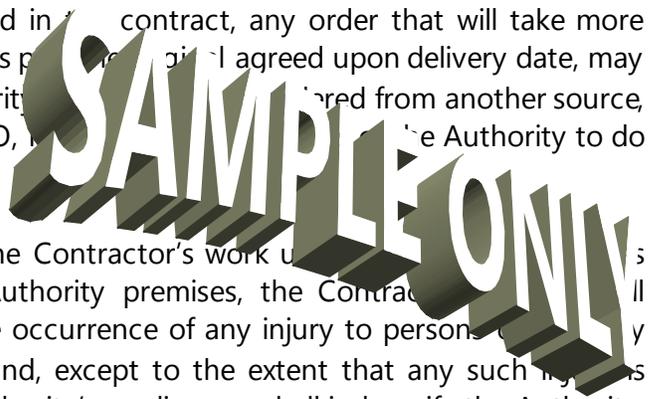
**11.8.2** Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the Authority be ordered from another source, if, in the opinion of the CO, it is in the best interest of the Authority to do so.

**11.9 Work on Authority Property.** If the Contractor's work requires the Contractor to perform operations by the Contractor on Authority premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Authority's negligence, shall indemnify the Authority, and their Commissioners, officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

**11.10 Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

**11.11 Subcontractors.** Unless otherwise stated within the RFP documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.

**11.12 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State, and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.



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**11.13 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

**11.14 Independent Contractor.** Unless otherwise stated within the RFP documents or the contract, the Contractor is an independent Contractor. Nothing herein shall create any association, Authority, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

**11.15 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance and the remainder of this agreement or the remainder of such provision shall be held to be unenforceable, the application thereof to other situations or circumstances shall not be affected.

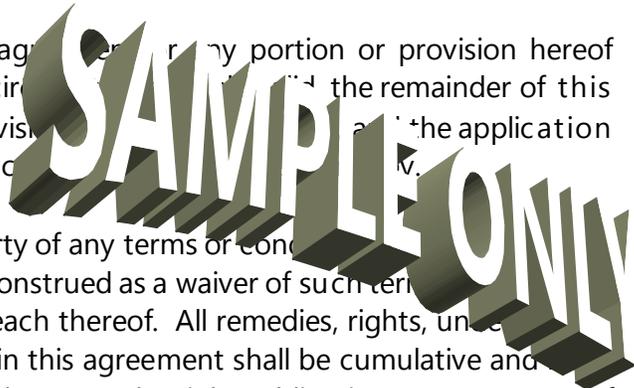
**11.16 Waiver of Breach.** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such terms or conditions for the future, or of any subsequent breach thereof. All remedies, rights, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

**11.17 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.

**11.18 Limitation of Liability.** In no event shall the Authority be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.

**11.19 Indemnification.**

**11.19.1** The Contractor shall indemnify, defend, and hold the Authority (and its Commissioners, officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "California Industrial Insurance



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Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Authority against any loss or damage which was specifically caused by the Authority providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

**11.19.2** In the event that it is expressly agreed that the Contractor shall, at its own expense, defend, indemnify, and hold the Authority, its Commissioners, officers, employees, and agents harmless from and against all claims, suits or actions which may be brought against the Authority, its Commissioners, officers, employees, and agents, by reason of, or arising out of, or on account of, the Contractor's negligence, active or passive, or failure to act the consequences of which the Contractor has caused or contributed to, or which have been suffered by the Authority. If the Contractor shall fail to do so, the Authority shall have the right, but not the obligation, to defend the same and to claim reimbursement of all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

**11.19.3** Any money due to the Contractor under and by virtue of this contract, which the Authority believes must be withheld from the Contractor to protect the Authority, may be retained by the Authority so long as it is reasonably necessary to ensure the Authority's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Authority provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.

**11.19.4** The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

**11.20 Lobbying Certification.** By execution of this contract with the Authority the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

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**11.20.1** 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 Authority, 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 loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

**11.20.2** 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 Authority, 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 Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

**11.20.3** The Contractor certifies that the language of this certification be included in the contract, subcontracts at all tiers (including subcontracts, subgrants, and cooperative agreements) and that all sub-recipients are accordingly.



**11.21 Additional Federal Required Orders/Directives.** Both Parties agree that they will comply with the following laws and directives, where applicable:

**11.21.1 Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

**11.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Authority hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

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- 11.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968.**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Authority requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 11.21.4 The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
- 11.21.5 Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).
- 11.21.6 HUD Information Bulletin 909-23** which is the following:
- 11.21.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
  - 11.21.6.2** Clean Air and Water Certification; and,
  - 11.21.6.3** Energy Policy and Conversation Act.
- 11.21.7** The Authority and HUD hereunder shall not employ, award a contract to, or otherwise engage the Contractor, if the Contractor is a debarred, suspended or ineligible Contractor.
- 11.21.8** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 11.21.9** The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this



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connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

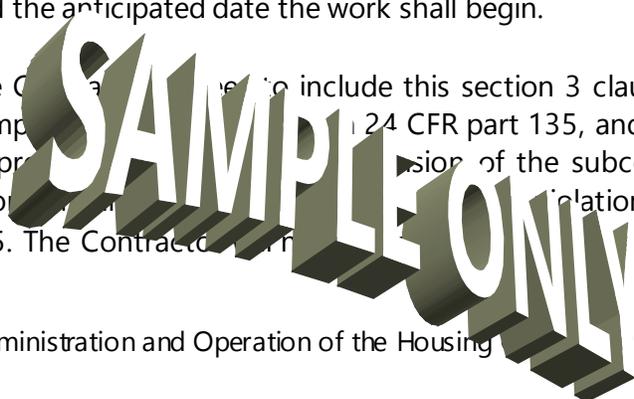
**12.0 Section 3 Clause.** As detailed within 24 CFR §135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

**12.1** 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.

**12.2** 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.

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

**12.4** The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with 24 CFR part 135, and agrees to take appropriate action, as provided in the terms and conditions of the subcontract or in this section 3 clause, upon the Contractor's violation of the regulations in 24 CFR part 135. The Contractor shall ensure that the subcontractor where the Contractor



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has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

**12.6** No person who is in violation of HUD's regulations in 24 CFR part 135 may result in sanctions, termination, suspension, or debarment for default, and debarment or suspension from future HUD assistance.

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

**13.0 Appendices.** The following noted documents are placed under each of the noted appendix and are a part of this contract:

**[Table No. 1]**

<b>Section No.</b>	<b>Contract Appendix No.</b>	<b>Appendix Description</b>
<b>13.1</b>	<b>1</b>	form HUD-5370-C (01/2014), <i>General Condition for Non-Construction Contracts, Section I—(With or without Maintenance Work)</i>
<b>13.2</b>	<b>2</b>	form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Authority anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
<b>13.3</b>	<b>3</b>	Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)

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<b>13.4</b>	<b>4</b>	The Section 3 Plan
<b>13.5</b>	<b>5</b>	Scope of Work
<b>13.6</b>	<b>6</b>	The unit fee(s) that apply to each procurement that ensues from this contract
<b>13.7</b>	<b>Inclusion by Reference.</b> Included by reference is any document or clause issued as a part of RFP No. 19-440-RFP-0014, or within the Contractors proposal submittal, that the Authority may choose to include at any time during the performance of this contract or any options exercised thereto by the Authority (NOTE: This inclusion shall be the unilateral right of the Authority and not the Contractor). Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the Authority upon written request for such from the Contractor.	
<b>13.8</b>	<b>Order of Precedence.</b> Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within this contract shall take first precedence, then the requirement(s) detailed within the above noted appendices shall take precedence in the order that they are listed above. (s) detailed within the lower listed item may not overrule the requirement(s) detailed within the higher listed item).	



**14.0 CERTIFICATIONS.** The undersigned representative of the \_\_\_\_\_ party hereby acknowledges by signature below that they have reviewed the foregoing contract and all appendices, understand and agree to abide by their respective obligations as defined herein:

**[The Contractor]:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Name], [Title]

**Housing Authority of the City and County of San Francisco:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Tonia Lediju, Chief Executive Officer**