



REQUEST FOR PROPOSALS
FOR
LEGAL SERVICES

1815 EGBERT AVENUE
SAN FRANCISCO, CA 94124

February 24, 2023

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C	Profile of Firm Form
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E	HUD 5369-B Instructions to Offerors, Non-Construction
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G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Authority reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Authority feels it is in its best interests to do so)
G-1	Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
G-2	Sample Contract Appendix No. 2: 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)
G-3	Sample Contract Appendix No. 3: 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(s) designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
G-4	Sample Contract Appendix No. 4: <i>Section 3 Plan</i>
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INTRODUCTION

The Housing Authority of the City and County of San Francisco (“Authority” or “SFHA”), a public entity, was established by the Board of Supervisors in 1938 to provide federally subsidized housing and housing assistance to low-income families within the City and County of San Francisco. The Authority is headed by a Chief Executive Officer (CEO) and is governed by a seven-person board of commissioners. The Authority is subject to the requirements of Title 24 of the Code of Federal regulations (hereinafter, “CFR”), as well as other applicable state and local laws and the Authority’s own policy documents. Though brought into existence by a Resolution of the City and County of San Francisco, the Authority is a separate entity.

INFORMATION AT A GLANCE

AUTHORITY CONTACT PERSON:	Zawadi Lange, Attorney E-mail: RFPprocurement@sfha.org Phone: (650) 356-8487 TDD/TTY: (415) 467-6754
HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE:	<ol style="list-style-type: none"> 1. Access ha.internationaleprocurement.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have problems accessing or registering on the Marketplace, contact customer support at (866) 526-9266
PRE-PROPOSAL CONFERENCE/BIDDERS CONFERENCE:	March 06, 2023 @ 11:00am Via teleconference. Teleconference information will be issued in the form of an addendum one week prior to the date of teleconference.
QUESTION SUBMITTAL DEADLINE:	March 07, 2023 @ 5:00pm Questions shall be submitted in writing to RFPprocurement@sfha.org
HOW TO SUBMIT A RESPONSE TO THIS RFP:	<ol style="list-style-type: none"> 1. As directed within Section 3.2.1 of the RFP document, submit proposed pricing where provided within the eProcurement Marketplace only. 2. As instructed within Section 3.0 of the RFP document, submit one (1) electronic “soft copy” via email: RFPprocurement@sfha.org, one (1) original signature copy, and three (3) additional “hard copies” to the Authority Administrative Office (see the address following).
PROPOSAL SUBMITTAL RETURN & DEADLINE:	<p>No later than March 17, 2023 at 3:00pm PT</p> <p>Housing Authority of the City and County of San Francisco Attention: Zawadi Lange, Attorney 1815 Egbert Avenue, 3rd Floor, San Francisco, CA 94124</p> <p>Note: Proposed costs MUST be entered within the eProcurement Marketplace only and any “hard copy” documentation must be physically received/time-stamped by the Authority prior to this date/time.</p>

1.0 RESERVATION OF RIGHTS.

The Authority reserves the right to:

- 1.1 **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Authority to be in its best interests.
- 1.2 **Right to Not Award.** Not to award a contract pursuant to this RFP.
- 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 calendar day's written notice to the successful proposer(s).
- 1.4 **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Authority Contracting Officer (CO).
- 1.6 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.7 **Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 **Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the ha.internationaleprocurement.com eProcurement Marketplace (hereinafter, the "eProcurement Marketplace") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees to inform the CO in writing within five (5) calendar days of the discovery of any item(s) listed herein or of any item that is issued thereafter by the Authority that needs to be addressed. Failure to abide by this time-frame shall relieve the Authority, but not the prospective proposer, of any responsibility pertaining to such issue(s).
- 1.10 **Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venues to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that all information was

obtained on the eProcurement Marketplace. Any other group such as an association or a depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Authority will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

2.0 SCOPE OF SERVICES

In keeping with its mandate to provide efficient and effective services, as detailed herein, the Authority is seeking proposals from qualified, licensed, and insured attorneys or legal firm(s) to provide legal services in the areas of Employment, Labor Negotiations, Development, Real Estate, and Construction, Public Sector, Federal Housing, and Tax Credit, General Litigation, Tort, and Contract/Transactional, Unlawful Detainer, Cybersecurity, and Insurance and General Counsel.

The following provides the Scope of Service for each area of Law that the Authority is seeking. Individuals and/or Firms may submit proposals for up to three (3) areas each.

2.1 Employment Law

The services in this category relate to all legal matters involving labor, employment and human resources related interests and activities. Such services may include, but are not limited to the following:

- 2.1.1** Employment advice and guidance to the Authority and staff as well as representation when necessary, regarding labor matters, personnel actions, policy and procedures, including but not limited to employment compensation hearings, worker compensation claims, personnel board matters, employment discrimination claims and equal employment hearings. Development of by-laws, employee handbooks, managers' handbooks, policies and procedures for the Authority's operations encompassing the hiring, dismissing, promoting and compensating of employees, an affirmative action policy and general employment rules.
- 2.1.2** Support and review of employee benefit contracts, including, but not limited to pension plan documents, group annuity contracts, group medical insurance contracts, life insurance contracts and disability contracts, etc.
- 2.1.3** Review of requirements, obligations and procedures for complete and efficient processing of bankruptcy notices related to:
 - Employee compensation matters (i.e., payroll).
 - Current or previous public housing residents and/or HCV (i.e., Section 8) assisted residents.

2.1.4 Reviewing, investigating, guiding, assisting, representing, defending and/or prosecuting local, state and federal laws and regulations labor and employment law matters. Such activities include, but are not limited to, the investigation of claims, correspondence with governmental agencies, representation in hearings and resolutions of disputes in areas such as:

- Unemployment Compensation hearings and appeals.
- Discrimination claims.
- Sexual harassment claims.
- Grievances.
- Wages and benefits.
- Workplace, Drug and Alcohol Program, Employee Relations Act, ADA, FMLA, EEOC, Fair Housing, etc.

2.1.5 Coordination with Authority staff and third-party administrator to mitigate and defend contested claims and provide other general workers compensations law related advice.

2.2 Labor Negotiations

The Human Resources Department in carrying out its responsibilities depends on the advice and direction of counsel whose expertise is employment law and who will assist in mitigating risks and administration and application of various policies and procedures, local, state and federal laws, and Memorandum of Understanding (MOU) with the Authority's various labor unions. Counsel may also be asked to:

- 2.2.1** Conduct negotiations with labor unions to reach agreements including, but not limited, to those agreements arising under the Rental Assistance Demonstration Program (RAD), prepare any and all necessary documents resulting from negotiations.
- 2.2.2** Provide on-going advice and counsel to the Authority and its Board of Commissioners regarding labor-management issues from application to implementation of RAD contracts and documents.
- 2.2.3** Conduct contract negotiations with labor unions for successor Memorandum of Understanding(s) as they approach expiration and those previously expired, including preparing and reviewing of all contracts, agreements, documents, and proposals from management and labor.

- 2.2.4 Represent the Housing Authority before various venues including but not limited to meet and confer sessions with labor unions and grievance and/or arbitration matters, federal and state administrative proceedings.
- 2.2.5 Prepare, review and/or respond to Public Employees Relations Board (PERB) charges and if necessary, represent the Authority during hearings.
- 2.2.6 Prepare, review and/or respond to EEOC/DFEH complaints and if necessary, represent the Authority during hearings.
- 2.2.7 Conduct EEOC/DFEH and employment related investigations including but not limited to sexual harassment, threats and violence.
- 2.2.8 Provide counsel regarding employment related matters including but not limited to disability law, hiring and terminations, public information requests (personnel documents and general matters), union matters, policy and contract interpretation including drafting and/or reviewing correspondence and agreements related to matters under discussion.
- 2.2.9 Review insurance documents for adequate coverage and/or determination of coverage.
- 2.2.10 Review policy changes for consistency with federal, state and local law and labor MOUs.

2.3 Development, Real Estate, and Construction Law

The Firm(s) selected to provide the legal services described in this RFP shall provide legal services on behalf of SFHA, or any subsidiaries created for SFHA's mixed finance transactions, under the HOPE SF program or the Rental Assistance Demonstration ("RAD") transactions, and other real estate development and/or redevelopment-related work (the "Projects") including but not limited to the following:

- 2.3.1 Legal services involving the negotiation, preparation and review of all contracts, agreements, evidentiaries, opinions, documents and other writings necessary to implement development-related work. Examples of such materials include documents such as ground leases, regulatory and operating agreements, declarations of trust and restrictive covenants, management agreements, development agreements, mixed finance amendments to the ACC, program income agreements, loan documents, and documents utilized and required in connection with RAD transactions.

- 2.3.2** Draft and/or review organizational documents as required for the reorganization and/or formation of any FHA subsidiary or entity to act as an ownership, development or lending entity, relative to development projects. The services may also include, but not be limited to, legal assistance with tax matters for the entity.
- 2.3.3** Identify regulatory, statutory and other legal concerns or issues that must be addressed with regard to the development projects and all real estate related activities.
- 2.3.4** Prepare and implement any alternative funding proposals or agreements, including but not limited to, one or more Low-Income Housing Tax Credit (LIHTC) proposals and tax-exempt bond funding.
- 2.3.5** Negotiate agreements, draft contracts and/or review agreements related to any non-residential development on-site or off-site in the development projects' impact areas.
- 2.3.6** Assist with real estate acquisition and real estate disposition matters involving public and private real estate opportunities and other property related issues, i.e., title clearance, condemnation, environmental mitigation, etc.
- 2.3.7** Assist with residential real estate mortgage loan closings and in legal matters involving HUD, THDA and other alternative funding agencies' regulations, rules, and procedures including, but not limited to, LIHTC and all relevant HUD funded programs.
- 2.3.8** Draft and/or review development incentives program applications for development tax credits, loan, grant programs, and New Markets Tax Credits.
- 2.3.9** Represent SFHA before federal, state and local administrative agencies and departments regarding funding applications, zoning, obtaining licenses and permits, and other matters related to development and redevelopment.
- 2.3.10** Assist in the preparation of documents related to RAD conversions including, but not limited to the RAD Conversion Commitment, RAD Use Agreement, Housing Assistance Payment Contract and RAD riders to applicable documents.
- 2.3.11** Provide all other legal services necessary for SFHA real estate development that may not be contained in this RFP, specifically excluding litigation.

2.3.12 Coordinate Submittals and Efforts to Gain HUD's Approval of Mixed-Finance and RAD Programs.

2.4 Public Sector, Federal Housing and Tax Credit Law

2.4.1 Provide transaction support, including drafting of documents, legal advice, legal research and legal opinions, in writing or orally with respect to issues regarding the Authority and/or its subsidiaries. Real estate support to the Authority and clients will include advice on the legal requirements of HUD and the State of California as they relate to real estate transactions involving redevelopment projects, affordable housing projects, low-income housing production project (e.g., applications for HOPE VI or Choice funding, mixed-finance approvals, project-based Section 8 assistance and reactivation of public housing subsidy), tax exempt bonds, low-income housing tax credits, commercial financing, tax and other such matters related to the Authority's real estate transactions.

2.4.2 Consult, advise and/or appear at hearings, proceedings and other forums where legal advice and representation are requested.

2.4.3 Draft and prepare for executions and/or delivery to the Authority or its designated third parties as directed, real estate documents, manuals, regulations, legislation, memoranda, opinions, letters, briefs, motions, applications for grants or waivers to any oversight body, including HUD and the IRS or any other type of document necessary or useful in assisting the Authority in real estate matters.

2.4.4 Assist in due diligence work related to property acquisitions and disposition, including matters regarding title (and surveys as applicable), zoning, environmental and tax issues as well as monitor compliance with Federal and State law requirements.

2.4.5 Advise and as necessary, represent the Authority in matters bankruptcy, receivership, foreclosure and/or collection matters.

2.5 General Litigation, Tort and Contract Law

The services include as-needed legal services in the identified area(s) of expertise.

2.5.1 Represent the Authority in the State of California local and federal courts and administrative venues in litigation matters in the areas of contracts, torts, civil rights, regulatory compliance, labor and employment, tax, personal injury and other such areas of law, as may be needed by the Authority.

- 2.5.2 Provide legal advice, legal research and legal opinions in writing or orally with respect to issues regarding the Authority.
- 2.5.3 Be available for consultation and advice before or at hearings, proceedings and other forums where legal advice and representation are requested.
- 2.5.4 Represent the Authority in depositions and/or assist with subpoenas as needed.
- 2.5.5 Prepare pleadings, briefs or other written documents relating to litigation.

2.6 Insurance Coverage

Provide legal advice as needed for the insurance needs for the Authority as directed.

- 2.6.1 Review, analyze and provide advice concerning the economies of transfer and distribution of risks as related to the Authority's business.
- 2.6.2 Identification and analysis of exposures to fortuitous losses arising from all operations and activities.
- 2.6.3 Development of appropriate risk control and risk financing techniques including specific recommendations for implementation.
- 2.6.4 Analysis of the administration of the risk management function including organization, staffing, policies, procedures and record keeping and the development of specific recommendations for implementation.
- 2.6.5 Consideration of these exposures in terms of probable loss frequency and severity.
- 2.6.6 Provide counsel for the administration of the risk management function including organization, staffing, policies, procedures and record keeping.
- 2.6.7 Advise the Authority staff on the scope of insurance coverage including deficiencies and overlaps, financial ratings of insurers, insurance limits, deductibles and retentions.
- 2.6.8 Respond to Insurance Provider as needed to clarify policy, defend SFHA position or clarify limits.

2.7 General/Special Counsel

Services in this category relate to serving as the Authority's primary legal counsel and proactively prosecuting and protecting the Authority's interests as directed. Such services may include, but are not limited to:

- 2.7.1** Consulting with and advising the members of the Board of Commissioners of the Housing Authority of the City and County of San Francisco, its officers, senior managers and employees on all legal matters, strategic concern and other issues that have legal implications.
- 2.7.2** Reviewing and interpreting local, state, and federal codes, laws, rules and regulations, notices, guidance and other directives as they apply to the Authority and advising the Authority staff on the consequences of the same, as necessary.
- 2.7.3** Negotiation and/or engaging in mediation or other dispute resolution activities as directed with any and/or all parties necessary to carry out the services.
- 2.7.4** Perform reviews, analysis, investigations and research as necessary to carry out the service; respond to Public Records Requests as needed.
- 2.7.5** Appear and file documents as directed in all legal matters (collectively, "Actions") as determined to be necessary and/or appropriate in consultation with the Authority and/or its designee, and representing the Authority in court and/or administrative bodies in those Actions, including defense of the Authority during litigation arising out of the course of the operations and activities of the Authority. These activities include representation of the Authority on appeals of lower court or administrative body decisions to the Federal or State trial and appellate courts.
- 2.7.6** Consultation with other attorneys representing the Authority in which the Authority's liability or other insurance carrier(s) has/have retained counsel to represent the Authority and if needed or desired, appearance in litigation on behalf of the Authority.
- 2.7.7** Investigating, hiring and consulting with experts and/or consultants as may be reasonable and necessary to prosecute actions, provide specialized advice or otherwise assist in the activities required for the service. Such experts and consultants shall be approved by the Authority prior to engaging their services.
- 2.7.8** Defend the Authority's officers and employees in all actions arising from the delivery of its programs and the official duties of the Board and staff.

2.7.9 Provide related legal assistance, paralegal and clerical support necessary to complete the service.

2.7.10 Other legal services as may be directed by the Authority's Board of Commissioners, Executive Director and/or Senior Counsel.

2.8 Civil Enforcement Counsel/Unlawful Detainer/Business Advice Counsel
The services in this category relate to legal representation for as-needed legal services related to landlord/tenant issues in both commercial and residential facilities; provide legal guidance in the negotiations and drafting of property management contracts and/or interpretation; assistance and representation with unlawful detainer actions for a **flat fee rate** or a **capped fee rate**. If a flat or capped sum cannot be provided for specific services, describe those services and set forth the hourly fee for those partners, associates, and other key personnel who will be performing the work on the "PROPOSED FEE SCHEDULE" form in Section 1.7:

2.8.1 Non-Payment of Rent Cases

- Prepare unlawful detainer pleadings for Non-Payment of Rent cases in accordance with the Authority's policies and procedures.
- File the unlawful detainer action and serve the complaint.
- Perform all required actions from initiation of the unlawful detainer actions to its final disposition, including responding to and promulgating discovery; performing any necessary research and drafting of court documents, and appearing in court on behalf of the Authority on unlawful detainer matters.
- Provide the Authority weekly status reports of actions.
- Related tasks as assigned by the Authority.
- Complete cases from acceptance to dismissal/agreement/trial in accordance with the Authority's policies and procedures but not more than nine (9) months.
- Provide up to date monthly status reports on actions taken including, but not limited to, notices served, unlawful detainer actions filed, status of discovery responses, etc.

2.8.2 "For Cause" Cases

- Prepare and serve three (3) day; ten (10) day and thirty (30) day notices for "For Cause" violations of the lease.
- Prepare unlawful detainer pleadings.
- File the unlawful detainer action and serve the complaint.
- Perform all required actions from initiation of the unlawful detainer action to its final disposition, including responding to and promulgating discovery; performing any necessary research and drafting of court documents, and appearing in court on behalf of the Authority on unlawful detainer matters.
- Provide the Authority weekly status reports of actions. Related tasks as assigned the Authority.

- Complete cases from acceptance of the case to dismissal/agreement/trial within six (6) months and four (4) months for all “Three (3) Day Notices.”
- Provide up to date monthly status reports on actions taken including, but not limited to, notices served, unlawful detainer actions filed, status of discovery responses, etc.

2.8.3 Other Actions

- Prepare “Stay Away” cases as needed. Work includes all filings with the court, communication with the San Francisco Police Department, presence at court and/or advise as needed by the Authority.
- Prepare and/or review License Agreements/Lease Agreements as requested to confirm accordance with local, state and federal laws.
- Perform all required actions for complex unlawful detainer cases and related actions, such as Writ of Mandate, and Appeals.
- Provide advice as needed.

2.9 Cybersecurity Counsel

The services include as-needed legal services in the identified area(s) of expertise.

2.9.1 Negotiate agreements for technologies.

2.9.2 Advise the Authority on privacy laws and regulations.

2.9.3 Assist the Authority in developing data breach response and related privacy policies and procedures.

2.9.4 Respond to data breaches and conduct litigation and arbitrations for any resulting lawsuits that may arise out of any such breach, should they occur.

3.0 PROPOSAL FORMAT

3.1 Tabbed Proposal Submittal. The Authority intends to retain the Contractor/s pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the Authority, will, as detailed within the following Section 5.0 consider factors other than just cost in making the award decision). Therefore, so that the Authority can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be tabbed and separated by numbered index dividers allowing each section to be located without opening the proposal and labeled with the corresponding tab referenced within the sections noted below. None of the proposed services may conflict with any requirement the Authority has published herein or has issued by addendum.

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This Form is attached hereto as Attachment A to this RFP. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached hereto as Attachment B to this RFP. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this RFP. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to: <ul style="list-style-type: none"> • Experience and Qualifications of Key Personnel The proposal must contain information demonstrating the organizational structure and qualifications of Responder’s key personnel including relevant experience in the field of discipline and public housing operations. The proposal may include one or more consultants.
3.1.4.1		Approach. Describe your firm’s approach to the scope of work. Describe your firm’s approach to communication between the firm and the Authority Staff and its Board of Commissioners.

3.1.4.2		<p>DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE of contract work substantially similar to that required by this RFP as verified by reference checks or the information submitted within the proposal.</p> <p>Demonstrate your firm's experience in jobs similar in scope and complexity as described in the solicitation within the last three years. Demonstrate your firm's experience in working with other agencies similar in size to that of the Authority. Describe the experience of the individuals to be employed in this effort.</p> <p>Along with this, provide at least three vendor selected references for the most recent jobs that are similar, particularly with public sector entities. Provide the point of contact, telephone number and title of references.</p> <p>NOTE: The Authority will place particular emphasis on the proposer's above described EXPERIENCE and PAST PERFORMANCE with related-work with public housing agencies.</p>
3.1.4.3		A complete description of the products and services the firm provides.
3.1.5	5	Client Information. The proposer shall submit a list of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.5.1		Name of Individual/Firm
3.1.5.2		Ownership Type
3.1.5.3		Year Established
3.1.5.4		Office Locations
3.1.5.5		Number of Employees
3.1.5.6		Description of firm's core business lines
3.1.5.7		Principals of the Firm/Agency/Organization
3.1.6	6	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance with Federal, State and local regulations pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).

3.1.7	7	Sub-contractor/Joint Venture Information (Optional Item). The proposer shall identify hereunder whether or not he/she intends to use any sub-contractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major sub-contractors (10% or more) or from any joint venture.
3.1.8	8	Section 3 Business Preference Documentation (Optional Item). For any proposer claiming a Section 3 Business Preference, the proposer shall include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form under this tab. Additionally, provide a detailed plan on your strategy for complying with Section 3 requirements.
3.1.9	9	The Authority will calculate and fill in the terms for the firm's fees based on the fees proposed by the firms
3.1.10	10	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Authority in its evaluation. Examples include: awards, recognitions, letters of appreciation, customer surveys, previous section 3 compliance, etc.
3.1.12		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Authority can, if needed, remove the binding (i.e. "spiral-type" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

3.2 COST PROPOSAL

3.2.1 PRICING

Pricing may reflect an hourly rate or a retainer for the services to be performed and should be submitted for each consultant proposed. Prices will remain firm during the three (3) year contract period. The following shall be factored into the proposals:

- All available discounts and other price-affecting factors must be explicitly detailed in the proposal.
- Sales tax must be excluded from all items in the proposal. All items of the proposal must be appropriately identified with unit and total price indicated.
- Unless otherwise stated herein, the proposed fees are all-inclusive of all related costs to the services; including, but not limited to: employee wages and benefits; clerical support; overhead; profit, licensing; insurance; materials including but not limited to: supplies, postage, equipment, long distance telephone calls, document copying and supplies.
- The Authority will not pay or reimburse for any travel expenses.
- The Contractor shall not conduct any additional work without the prior written authorization of the designated Authority representative for the contract. Failure to abide by this directive shall release the Authority of any obligation to pay the Contractor for any such additional work conducted without the noted prior written authorization.
- The Authority will not pay for Contractor employees to be trained.

3.2.2 CIVIL ENFORCEMENT/UNLAWFUL DETAINER PRICING

- Pricing should reflect a flat fee rate/capped fee rate for Civil Enforcement Counsel/Unlawful Detainer for the services to be performed and must be submitted for each consultant proposed.
- Prices will remain firm during the initial three (3) year contract period and subject to fair and reasonable renegotiation upon contract extension, if any.
- Additional services provided under “Other Actions” (section 2.8.3) above will be negotiated between the parties and agreed to the scope of action and cost in writing prior to commencing work.
- Travel expenses will be reimbursed as negotiated and will not exceed the federal GSA schedule for the San Francisco Bay area.
- All available discounts and other price-affecting factors must be explicitly detailed in the proposal.
- Sales tax must be excluded from all items in the proposal.
- All items of the proposal must be appropriately identified with unit and total price indicated.

3.2.3 COST PROPOSAL SUBMISSION

The proposed fees shall be submitted by the proposer and received by the Authority where provided for within the Marketplace only. Do not submit, enter, or refer to any fees or costs within the 10-tab “hard copy” proposal submittal detailed within the preceding Section 3.0 herein—any proposer that does so may be rejected without further consideration.

Proposers must enter a realistic and reasonable price per item as detailed within the preceding tables herein. Prices will remain firm during the contract period.

The Consultant will be responsible for all production costs and charges incurred for materials for the services specified in the Scope of Services.

3.2.4 Review the Entry of Proposed Fees

The Authority strongly recommends that each proposer, after entry of the proposed fees within the Marketplace, print the receipt provided and review the entry to ensure that the proposer has entered the proposed fee correctly (the Marketplace will allow the proposer to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Authority will utilize such entry to assign the points pertaining to the Pricing Evaluation Factor detailed within Section 5.0 herein. **No Post-submittal Deadline Corrections Allowed.** The Authority WILL NOT, after the submittal deadline, negotiate an increase to proposed fees that was proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic fee for Pricing Item identified.

3.2.5 No Deposits/No Retainer.

The Authority will NOT pay any deposits or retainer fees as a result of award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that the Authority will pay the successful proposer(s) for actual services provided only at the rate proposed and accepted by the Authority.

3.2.6 Potential Escalation of Rates.

There shall not be any escalation of the proposed rate proposed and accepted by the Authority during the term(s) of the ensuing contract.

3.2.7 Prior Authority Approval Required.

Please note that the Contractor(s) shall NOT conduct any additional work without the prior written authorization of the Authority's representative (via delivery of a Task Order, which may take the form of an e-mail). Failure to abide by this directive shall release the Authority of any obligation to pay the Contractor(s) for any such additional work conducted without the noted prior written authorization.

3.2.8 No Travel Expense.

The Authority will NOT pay for any travel expenses incurred by the successful proposer needed to provide the services.

3.2.9 No Training Expenses.

The Authority will NOT pay for Contractor(s) employees to be trained. All training will be the responsibility of the Contractor(s).

3.2.10 No Late Fee Expenses.

The Authority will NOT pay late fees.

4.0 QUESTIONS, PROPOSAL SUBMISSION AND DEADLINES

4.1 Proposal Submission.

All Pricing must be entered where provided within the Marketplace and all “hard-copy” proposals must be submitted and time-stamped and received in the designated Authority office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of one (1) electronic “soft copy” via email: RFPprocurement@sfha.org, one (1) original signature copy, and three (3) additional “hard copies” of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Housing Authority of the City and County of San Francisco
1815 Egbert Avenue, 3rd Floor
San Francisco, CA 94124
Attn: Zawadi Lange

The proposals shall be prepared in such a way that it allows for an efficient evaluation by the SFHA. The proposals shall be:

- Prepared on 8 ½ X 11 white paper utilizing one-inch margins
- Shall be properly bound.

Envelopes or boxes must be clearly labeled with the RFP Number and proposal name.

4.2 Labeling Proposal Package. The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address.

Proposals received after the published deadline will not be accepted.

4.3 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Authority by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Authority decides that any such entry has not changed the intent of the proposal that the Authority intended to receive, the Authority may accept the proposal and the proposal shall be considered by the Authority as if those additional marks, notations, or requirements were not entered on such. By accessing the Marketplace, registering, and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Authority delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

4.4 Submission Responsibilities. It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Authority, including the RFP, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the Authority requirements contained within the documents may cause that proposer to not be considered for award.

4.5 Proposer's Responsibilities - Communications. It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process only to the CO. Proposers must not make inquiry or communicate with any other Authority staff member or official (including members of the Board, Officials of the City, or Board of Supervisors) pertaining to this RFP. Failure to abide by this requirement may be cause for the Authority to not consider a proposal submittal received from any proposer who may not have abided by this directive.

4.5.1 Addenda. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP). During the RFP process, the CO will NOT conduct any ex parte (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the Authority and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not communicate with the CO—it simply means that, other than making replies to direct the prospective proposer where their answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

4.6 Proposer's Responsibilities — Equal Employment Opportunity and Supplier Diversity. Both the Contractor(s) and the Authority have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

4.6.1 2 CFR §200.321 states:

4.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

4.6.1.2 (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

4.6.1.3 (2) Affirmative steps must include:

4.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

4.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

4.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

4.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

4.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Authority of the Department of Commerce; and

4.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

4.6.2 HUD Procurement Handbook 7460.8 REV 2 states:

4.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the Authority shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Authority] contracting.

4.6.2.2 Section 15.5.B, Goals. The [Authority] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and shall not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

4.6.3 The Authority's **Procurement Policy** states the Authority will:

4.6.3.1 Assistance to Women Businesses Enterprises (WBE), Small Business Enterprise (SBE) AND Minority Businesses Enterprises (MBE).

4.6.3.1.1 Required Efforts. Consistent with Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the Authority shall make efforts to ensure that WBE's, SBE's and MBE's, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of an Authority development are used when possible.

4.6.3.1.2 Goals. The Board has established the goal of a 20% aggregate involvement of bona-fide MBE's and WBE's in construction contracts and procurement activities. The Authority staff will provide documentation of the outreach efforts to meet the goal in the file for each contract procurement.

4.6.3.1.3 Outreach. The Board's goal is that contractors and vendors doing business with the Authority reflect the diversity of the residents. For each procurement, maximum outreach will be made into the WBE and MBE community. When appropriate, proposal evaluations will provide additional consideration for offerors providing a higher level of WBE or MBE participation or a higher level of resident employment.

4.6.4 Requirements.

Accordingly, please see Section 3.1.6 herein which details the information pertaining to this issue that the proposer must submit in

response to this proposal showing compliance, to the greatest extent feasible, with these regulations. Also, prior to execution of the contract, the Authority will require the successful proposer to complete several forms pertaining to the firm's current status and intended goals pertaining to this issue.

4.5 Pre-Proposal Conference/Bidders Conference.

The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. We expect the Pre-proposal Conference to last approximately one to two hours. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP so that the proposer feels confident in submitting an appropriate proposal; therefore, at this conference the Authority will conduct an overview of the RFP, including the attachments. Prospective proposers may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP, we encourage attendees to bring a copy of the RFP to this conference, as the Authority will not distribute any copies of the RFP documents at this conference.

A Pre-Proposal Conference/Bidders Conference is scheduled on:

March 06, 2023
11:00am
1815 Egbert Avenue
San Francisco, CA 94124

Microsoft Teams Meeting
[Click here to join the meeting](#)
Meeting ID: 279 684 784 044
Passcode: Jbyoe2

Or call in (audio only)
[+1 628-204-4317](tel:+16282044317).,683824492# United States, San Francisco
Phone Conference ID: 683 824 492#

4.6 Addendums. If required, addendums will be available on the ha.internationalprocurement.com page and www.sfha.org on a rolling basis. All questions requiring a response will be responded to, by an addendum, by March 10, 2023 by 5:00pm.

4.7 Deadline(s).

4.7.1 Questions: Last day to submit questions for this RFP is **Tuesday, March 07, 2023 by 5:00pm.** All questions must be submitted, in writing, to RFPprocurement@sfha.org.

4.7.2 Submission: Last day to submit a proposal is **Friday, March 17, 2023 by 3:00pm PST.**

5.0 PROPOSAL EVALUATION**5.1 Proposal Evaluation Criteria**

All proposals submitted for consideration will be reviewed and evaluated by an evaluation committee. The Authority may reject any or all proposals.

Written proposals will be evaluated by a committee of the Authority's staff based on the following:

Firms experience and past performance	35%
Experience and Qualifications of Key personnel	30%
Pricing	25%
MBE/WBE Participation	05%
Section 3 Compliance Strategy	05%

Total	100%
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Percentages/Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within its proposal.

5.2 Selection Process

5.2.1 Interviews: The Housing Authority shall evaluate the proposals based on the evaluation factors listed above. The Authority may conduct presentations/interviews with those contractors in the competitive range.

5.2.2 Potential “Competitive Range” or “Best and Finals” Negotiations. The Authority reserves the right to, as detailed within section 7.2.N through Section 7.2.R of the HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Final” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Authority in as timely a manner as possible, but in any case, within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

6.0 CONTRACT AWARD.

6.1 Contract Award Procedure. If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

6.1.1 By completing, executing and submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Authority, including attachment “K”, i.e., the Contract. Accordingly, the Authority has no responsibility to, and will not, conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

6.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFP:

6.2.1 Contract Form. The Authority will not execute a contract on the Contractor’s form—contracts will only be executed on the Authority form (please see Sample Contract, Attachment “K”), and by submitting a proposal the Contractor agrees to do so (please note that the Authority reserves the right to amend this form as the Authority deems necessary). However, the Authority will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Authority to do so; but the failure of the Authority to include such clauses does not give the Contractor the right to refuse to execute the Authority’s contract form. It is the responsibility of each prospective proposer to notify the Authority, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Authority’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

6.2.1.1 Mandatory HUD Forms. Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

6.3 Assignment of Personnel. The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.

6.3.1 Unauthorized Sub-contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or

delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

- 6.4 Contract Period.** The Authority anticipates that it will award a contract for a period of three (3) years.
- 6.5 Right to Negotiate Final Fees.** The Authority shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Authority's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Authority has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within five (5) business days, the Authority shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Authority shall also retain the right to negotiate with and make an award to more than one proposer.
- 6.6 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws, and regulations.
- 6.7 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Authority within 10 business days of notification by the Authority.

7.0 PROTEST PROCEDURES

- 7.1 Protest of Award:** Any person or responder who disputes the decision to award an Agreement or who has been adversely affected by a decision of intended or actual purchase award may file a written notice of protest with the Authority.
- 7.2 Filing the Protest:** The person or responder must file his protest in writing within ten (10) calendar days of the date of the letters of award of contract or the notification to unsuccessful responders.
- 7.3 Content of Formal Written Notice:** The formal written notice must be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:
- The name and address of the person or responder filing the protest and an explanation of how their substantial interests have been affected by Housing Authority's notice of the intended or of actual purchase award.;

- A statement of how and when the person or responder filing the protest received notice of the bid solicitation or notice of intended or actual award.
- A statement of all issues of disputed material facts. If there is none, the protest must so indicate;
- A concise statement of the ultimate facts alleged, as well as Housing Authority's policies which entitle the person or responder filing the protest to relief;
- A demand for relief to which the person or responder deems themselves entitled; and
- Any other information which the person or responder contends is material.

7.4 Response to Protest: Upon receipt of a notice of protest that has been timely filed, the Authority will review the protest and provide a response within 15 calendar days. This written determination will specifically detail the facts underlying the Authority decision and will constitute final action.

8.0 CONTRACT REQUIREMENTS

The respondent selected for this effort must be fully qualified to perform the services described above. The selected Consultant must also comply with the following San Francisco Housing Authority requirements:

- 8.1 Contract:** Signing of the "Solicitation, Offer, and Award" by the Firm and the Contracting Officer incorporated with the terms, conditions and clauses in this Proposal.
- 8.2 Schedule of Project(s):** The selected Consultant shall provide the required services and shall complete the assigned project activities in the agreed to time period.
- 8.3 Insurance:** The selected Consultant shall maintain in full force and effect during the entire Contract term the Insurance requirements described in Attachment "K".
- 8.4 Drug-Free Work Place:** The selected Consultant must comply with the Federal Drug-Free Work Place Act.
- 8.5 Security Badge Identification Requirement:** All employees of the selected Consultant will be required to obtain and wear security badges or visitor pass while on all San Francisco Housing Authority (SFHA) properties. The badges can be obtained from the Human Resources Department at 1815 Egbert Avenue, San Francisco, CA 94124.
- 8.6 Section 3:** Employment, Training, And Contracting Opportunities for Low-Income Persons, Section 3 Of the Housing And Urban Development Act Of 1968:
<http://www.sfha.org/prcrmnt/index.htm>.

- 8.7 Equal Employment Opportunity:** The selected Consultant and all its subcontractors shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 8.8 MBE/WBE Status:** The Authority has established a goal to maximize the use of Minority Business Enterprise (MBE) and Women Business Enterprises (WBE) in all contracting efforts. The selected Consultant and its subcontractors shall make every effort to perform outreach to and utilize such firms in this Project.
- 8.9 Anti-Kickback Act:** The selected Consultant and all its subcontractors shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 276c) as supplemented in U. S. Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contract sub-grantee shall be prohibited for inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled. The selected Consultant and all its subcontractors shall report all suspected or reported violations to the Authority.
- 8.10 San Francisco Housing Authority Affirmative Action Policies & Guidelines:** The selected Consultant and all its subcontractors shall comply with the requirements of the San Francisco Housing Authority's Affirmative Action Policies & Guidelines.
- 8.11 Subconsultant Requirements:** The selected Consultant shall assure that its sub consultants comply with all applicable HUD regulations, and San Francisco Housing Authority requirements.
- 8.12 Incorporation:** All requirements of the Request for Proposals and the representations made in the proposal that are not in conflict with provisions the Contract shall be incorporated by reference and made an integral part of the Contract as though fully set forth.
- 8.13 Retention and Inspection of Records:** Access shall be given by the selected Consultant to the Authority, HUD or any of their duly authorized representatives to any books, documents, papers, and records of the selected Consultant which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Authority has made final payment, the case/issue/investigation was closed or whichever is later. All files shall be returned to the Authority upon closing of matter. The Authority shall have access to any and all of its files, cases, attorney-client work product (including research) upon request, within fifteen (15) calendar days request, at no additional cost.