

**REQUEST FOR PROPOSALS FOR
SECTION 3 JOB READINESS AND WORKFORCE
DEVELOPMENT TRAINING SERVICES**

RFP P19001

**DUE DATE: April 1, 2019,
3:00 PM (PST)**

Marin County Housing

Issue Date: March 5, 2019

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SECTION A: INSTRUCTIONS TO OFFERORS

Timeline and Submission Process

TIMELINE	
Release of RFP.....	03/05/19
Deadline for Submission of proposal..... 04/01/19	

The Agency reserves the right to modify this timeline at any time.

OBTAINING COPIES OF RFP

The Request for Proposal (RFP) is on file and copies may be obtained at the Marin Housing Authority's (MHA) Offices, located at 4020 Civic Center Drive, San Rafael, CA 94903 and 429 Drake Avenue, Marin City, CA 94965 and via email at wpass@marinhousing.org and gharris@calyptusgroup.com. The RFP documents are also available on the MHA website at www.marinhousing.org. A written request for RFP documents may be sent to: Marin Housing Authority, Attn: Willie Pass , 4020 Civic Center Drive, San Rafael, CA 94903 and by email at wpass@marinhousing.org and gharris@calyptusgroup.com.

QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to Willie Pass, 4020 Civic Center Drive, San Rafael, CA 94903 or wpass@marinhousing.org. Questions and inquiries must be received by MHA on or before March 15, 2019. In order to maintain a fair and impartial competitive process, MHA can answer questions only in response to written questions received within the specified time frame. MHA will avoid private communication with the prospective Respondents during the evaluation period. The written questions will be the only opportunity for Respondents to ask questions as to form and content.

Please respect this policy and do not attempt to query MHA personnel or members of its Board of Commissioners regarding this RFQ except through written questions submitted in the manner and within the time frame indicated above.

A summary of any questions received, and responses will be posted on the MHA website www.marinhousing.org.

1. Preparation of Offers

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

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

1.3 Offers for services other than those specified will not be considered

1.4 Proposal Submission. All "hard-copy" and "soft-copy" proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the "hard copy" proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Marin Housing Authority

Attention: Will Pass, CFO

4020 Civic Center Drive, San Rafael, CA 94903

2. Mandatory Submission Content, Terms and Conditions

Proposals shall contain information in the following order. **These are mandatory submittals. Marin Public Housing reserves the right to reject bids/proposals that do not include this information.**

2.1 Tabbed Proposal Submittal. The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Agency 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 separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below.

RFP Section	Tab No.	Description
2.1.1	1	Form of Proposal. This Form is attached hereto as Attachment A to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
2.1.2	2	form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract. This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
2.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
2.1.4	4	Proposed Services. As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
2.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s DEMONSTRATED UNDERSTANDING of the AGENCY’S REQUIREMENTS.
2.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s TECHNICAL APPROACH (including, if appropriate, labor categories, estimated hours, and skill mix) and the proposer’s PROPOSED WORK PLAN to provide the required services.
2.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer’s TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein).

2.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
2.1.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
2.1.4.6		The proposed quality control program.
2.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of submission of such reports (i.e. written; fax; internet; etc.).
2.1.4.8		A complete description of the products and services the firm provides.
2.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm.
2.1.6	6	Client Information. The proposer shall submit a listing of former or three current clients, including any other 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:
2.1.6.1		The client's name;
2.1.6.2		The client's contact name;
2.1.6.3		The client's telephone number;
2.1.6.4		A brief description and scope of the service(s) and the dates the services were provided.
2.1.7	7	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, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).

2.1.8	8	Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
2.1.9	9	Section 3 Business Preference Documentation (Optional Item). For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
2.1.10	10	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
2.1.11	No Information Placed under a Tab. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” <u>DO NOT</u> eliminate any of the tabs.	
2.1.12	Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. “comb-type;” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.	

2.2 Entry of Proposed Fees. The proposed fees shall be submitted by the proposer and received by the Agency where provided on the eProcurement Marketplace only. Do not submit, enter, or refer to any fees or costs within the sealed 10-tab “hard copy” proposal submittal detailed within Section 3.0—any proposer that does so may be rejected without further consideration. Failure on the part of the proposer to submit the fees within the Marketplace will result in the automatic rejection of that proposer’s offer. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying not specifically agreed to by the Agency; (NOTE EXCEPTION: Any travel approved by the Agency to provide the services will be reimbursed to the successful proposer at cost only—please also see the preceding Section 2.2.2 herein).

[Table No. 4]

RFP Section	Item No.	Qty	U/M	Description
2.2.1	1	1,000	Hours	Consultant (for work as assigned by the Agency)

3. Additional Information Pertaining to the Pricing Items.

3.1 Quantities. All quantities entered by the Agency herein and within the corresponding Pricing Items on the eProcurement Marketplace are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the Agency anticipates that the ensuing contract will be a Requirements Contract, in that the Agency shall retain one Contractor only and shall retain the right to order from that Contractor (successful proposer) any amount of services the Agency requires.

3.1.1 Pertaining to the 1,000 Hours” listed within the preceding Table No. 4 herein. The Agency does not know how many actual hours it will retain the Contractor to work as a result of award of the ensuing contract. Accordingly, the listed “1,000 Hours” represents the Agency’s “best guess” as to the number of hours. Please remember, as detailed within the immediate preceding Section 3.3.1, the Agency retains the right to order from the Contractor any number of hours of work that the Agency requires to complete the work.

3.2 Realistic Cost for the Pricing Items. Each proposer is strongly encouraged to enter where provided within the Marketplace a realistic cost for the Pricing Item. For example, if the successful proposer enters \$1.00 per hour for the Pricing Item (proposers typically do so in an effort to improve their position in regard to Evaluation Factor No. 1, as detailed within the following Table No. 6 herein), then the \$1.00 per hour is what the successful proposer will charge the Agency for any work that the Agency may retain the successful proposer to provide if the Agency deems such retention is in the Agency’s best interests to do so. Accordingly, it is the Agency’s opinion that it is very much in the best interests of the proposer to propose a realistic hourly fee for each Pricing Item. If, despite this warning, the successful proposer proposes an hourly fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (e.g. \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful proposer will fulfill his/her obligation in this matter.

3.3 No Negotiation of Proposed Fees after the Submittal Deadline. Except as provided for within the immediate following Section 3.3.4 herein, the Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for the Pricing Item identified within the preceding Table No. 4 herein.

3.3.1 Review the Entry of Proposed Fees. The Agency 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 fees 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 Agency will utilize such entry to assign the points pertaining to Evaluation Factor No. 1 detailed within the following Table No. 6 herein.

3.4 Potential Escalation of Rates. At the discretion of the CO, at the end of the second one-year contract period, if awarded (and at the end of any ensuing extended contract period), there may be an escalation of costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar Producer Price Index (PPI) [“most similar,” as determined by and at the sole discretion of the Agency]. For example, if, at the end of the first contract period the listed rates increase 5% as compared with the listed rates on the date of contract execution, then the

Contractor will, at the CO's discretion, be entitled to a 5% increase in the rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed rate.

3.4.1 Notification must be received from the Contractor. The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

3.4.2 Right to Reject. As stated within the preceding Section 3.3.5 herein, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the successful proposer has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

3.4.2.1 Step No. 1. The successful proposer submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.5.1 herein);

3.4.2.2 Step No. 2. The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the successful proposer as to if the request is approved or rejected;

3.4.2.3 Step No. 3. If rejected and the successful proposer wishes to, as a result, cease providing the services to the Agency, the successful proposer has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);

3.4.2.4 Step No. 4. The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful proposer (e.g. contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original successful proposer, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3.5 No Deposits/No Retainer. The Agency 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 Agency will pay the successful proposer(s) for actual services provided only. For services billed at the hourly rate, the Contractor will be required to submit a full back-up detail of all hours worked, listed by no more than the "15-minute" standard.

3.6 Potential Travel. Though the Agency anticipates that much of the required work will be performed remotely, it is possible that the Agency may require the successful proposer to travel to the Marin County area to perform services. In such case, the Agency will reimburse the successful proposer for reasonable Agency pre-approved (meaning, in writing by the Agency) (“reasonable,” meaning in accordance with the Agency’s typical Travel Policy allowances).

3.6.1 Airfare. Though the Contractor can book airfare at any rate he/she desires, airfare will NOT be reimbursed by the Agency at “First Class” or “Business Class” rates, but at “Coach Rate” from a suitable discount carrier. The air ticket shall be order by the Contractor, after Agency approval in a timely manner so as to take advantage of discounts offered by an “advance purchase.”

3.6.1 Local Transportation. The Agency will reimburse rental car costs at reasonable rates, typically as set for the rental company at typical governmental rates or small business rates. Fuel utilized specific to providing the services will be reimbursed at cost. If the reimbursement is for travel by vehicle within the region, the reimbursement will be a mileage fee not-to-exceed the current set IRS mileage rate.

3.6.1 Lodging. The Agency will reimburse lodging costs for reasonable mid-range accommodations at the local set government rate for such lodging. The Agency WILL NOT approve any reimbursement for upgraded lodging such as suites unless the cost of such is the same or less than “lesser lodging rooms” (meaning, it does not cost the Agency any additional monies for the “upgraded” room).

3.6.1 Meals. The Agency will reimburse meals at cost not to exceed the Agency’s typical daily allowance for such. The Contractor may order more expensive meals, then the Agency will only reimburse the approved portion.

3.6.1 Travel Expense Option. Pertaining to any of the immediate listed reimbursements, rather than having the Contractor submit to the Agency a detailed expense report and copies of receipts, the Agency may choose to pay the Contractor a set daily amount (or a portion thereof) for such expenses.

3.6.1 Booking Time/Profit/Overhead. The Agency will not pay to the Contractor any such expenses for booking any approved travel.

3.7 Overtime. Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week (with prior MHA approval). The Agency shall consider regular time to be Monday-Friday (excluding holidays), 8:00 am – 5:00 pm. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful proposer to work specifically during non-regular-time hours; however:

3.7.1 The Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then the aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

4. Amendments to Solicitation

- a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b. Offerors shall acknowledge receipt of any amendments to this solicitation by (1) signing and returning the amendment; (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; (3) letter or telegram, or (4) facsimile, if facsimile offers are authorized in the solicitation. MARIN HOUSING must receive the acknowledgement by the time specified for receipt of offers.

5. Explanation to Prospective Offerors

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

6. Responsibility of Prospective Contractor

- a. MARIN HOUSING shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
 - i. Have adequate financial resources to perform the Contract, or the ability to obtain them;
 - ii. Have records of satisfying current and previous performance requirements for property management with current and previous customers;
 - iii. Have a satisfactory record of integrity and business ethics;
 - iv. Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
 - v. Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the MARIN HOUSING/HUD.
- b. Before an offer is considered for award, the offeror may be requested by MARIN HOUSING to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

7. Late Submissions, Modifications, and Withdrawal of Offers

- a. Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
 - i. Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - ii. Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the MARIN HOUSING that the late receipt was due solely to mishandling by MARIN HOUSING after receipt at MARIN HOUSING;
 - iii. Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term -working days|| excludes weekends and U.S. Federal holidays; or is the only offer received.

- b. Any modification of an offer, except a modification resulting from MARIN HOUSING's request for -best and final offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- c. A modification resulting from MARIN HOUSING's request for -best and final offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by MARIN HOUSING after receipt at MARIN HOUSING.
- d. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date, or the offer, modification, or withdrawal shall be processed as if mailed late. -Postmark means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- e. The only acceptable evidence to establish the time of receipt at MARIN HOUSING is the time/date stamp of MARIN HOUSING on the offer wrapper or other documentary evidence of receipt maintained by MARIN HOUSING.
- f. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the -Express Mail Next Day Service-Post Office to Addressee label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. Postmark has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- g. Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to MARIN HOUSING will be considered at any time it is received and may be accepted.
- h. Proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

8. Contract Award

- a. MARIN HOUSING will award a contract resulting from this solicitation to the responsive and responsible offeror whose offer conforming to the solicitation will be most advantageous to MARIN HOUSING, cost or price and other factors, specified elsewhere in this solicitation, considered.
- b. MARIN HOUSING may (1) reject any or all offers if such action is in MARIN HOUSING's interest, (2) accept other than the lowest offer, (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.
- c. MARIN HOUSING may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

- d. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, MARIN HOUSING may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by MARIN HOUSING. Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract
- e. Service of Protest: Any protest against the award of a contract pursuant to this solicitation shall be served on MARIN HOUSING by obtaining written and dated acknowledgement of receipt from the point of contact noted in this solicitation. The determination of MARIN HOUSING with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protester.
- f. An actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Protests based on the contents of the solicitation must be submitted prior to the date and time for receipt of proposals. Protests based on contract award must be made within seven days after the protestor knows or should have known the facts giving rise to the protest.

9. Right to Protest.

- (a) **Rights.** Any prospective or actual proposer or offeror who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

An alleged aggrieved "protestant" is a prospective or actual proposer who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the alleged inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. registered and received the RFP documents) when the alleged situation occurred. The Agency has no obligation to consider a protest filed by any party that does not meet these criteria.

- (b) **Administrative Powers.** It is totally within the administrative powers of the Executive Director (ED) to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.
- (c) **Procedure to Protest.** An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Agency from accepting or considering that protest.
- (d) **Protest Document.** The alleged aggrieved protestant must file, in writing, to the Marin Housing Authority CFO the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the Agency or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the Agency from any responsibility to consider the protest and take any corrective action.

- (e) **Deadlines.** The written instrument containing the reason for the protest must be received by the Marin Housing Authority CFO within 10 days after the occurrence of any of the following:
 - 1. The deadline for receiving proposals;
 - 2. Receipt of notification of the results of the evaluation or the award; or
- (f) **Time Limit.** In any case, protests shall be filed no more than 10 days after any of the above (Protests received after these dates shall not be considered).
- (g) **Review/Issue Opinion.** The Marin Housing Authority CFO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.
- (h) **Administrative Appeal.** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the Marin Housing Authority CFO the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the Marin Housing Authority CFO request an administrative appeal hearing be granted (such request must be delivered in writing to the Marin Housing Authority CFO within 5 days of receipt of the written opinion and decision; failure to do so within such 5 days shall relieve the Agency of any responsibility to consider such request). The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the Agency from accepting or acting on that request for administrative appeal:
 - 1. The alleged aggrieved protestant must file, in writing, his/her request for an administrative appeal, to the ED, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relieve the Agency of any responsibility to consider such request.
 - 2. The request for an administrative appeal must contain the specific reasons for the appeal and all supporting data for those reasons.
 - 3. It shall be within the administrative powers of the ED to, after review of the request submitted, grant, or deny any request for administrative appeal.
 - 4. If A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative appeal. This decision shall be final without further administrative recourse.

10. Offer Submission

- a. Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to MARIN HOUSING attn.: **Will Pass 4020 Civic Center Drive San Rafael, CA. 94903**, and (2) showing (on the face of the envelope) the time specified for receipt, the solicitation number, and the name and address of the offeror. One (1) original hard copy, five (5) hardcopies, and one electronic copy of the Offer and modifications, including the required proposal forms, shall be submitted (on one or more CDs) in Microsoft Excel, Microsoft Word, and/or Portable Document Format (PDF) formats. Soft copies shall be sent via email to wpass@marinhousing.org and gharris@calyptusgroup.com.
- b. Telegraphic or facsimile offers, modifications, or withdrawals will not be considered unless authorized by the solicitation.
- c. It is very important that the offer be properly identified on the face of the envelope as set forth above in order to ensure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and

deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

11. Proposer's Responsibilities

Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

Within **2 CFR §200.321** it states best efforts as comprising of:

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

(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.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (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) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (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.

Within **HUD Procurement Handbook 7460.8 REV 2** it states:

- Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.
- Section 15.5.B, Goals. <The Agency> 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 should 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.

Within our **Agency Procurement Policy**, it states that our Agency will:

Assistance to Small and Other Business, Required Efforts:

- Including such firms, when qualified, on solicitation mailing lists;
- Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

Requirements. Accordingly, please see Table No. 3 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.

Recap of Attachments. It is the responsibility of each proposer to verify that he/she has reviewed the following attachments pertaining to this RFP

[Table No. 5]

Attachment	Attachment Description
	This RFP Document
A	Form of Proposal
B	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
C	Profile of Firm Form
D	Section 3 Form Submittal Form
D-1	Section 3 Explanation
E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
F	<i>Agency Supplemental Instructions to Proposers & Contractors (SIPC)</i>
G	Agency Sample Contract Form (please note that this contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels are 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, Section 3 Plan
G-3	Sample Contract Appendix No. 3: 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 Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
G-4	Sample Contract Appendix No. 4: 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.)
H	<i>Profile of Properties</i>

SECTION B: SAMPLE CONTRACT FORM

INTRODUCTION

This contract by and between the **Housing Authority of the County of Marin** (hereinafter "the Agency"), 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 work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Definitions.

- 1.1 **Contracting Officer (CO).** The Agency Contracting Officer, typically the Agency Executive Director, but may be another person delegated such authority by the ED.
- 1.2 **Executive Director (ED).** The Agency Executive Director.
- 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 Agency.
- 1.4 **Request for Proposals (RFP).** A competitive solicitation process conducted by the Agency 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 Agency as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the Agency at the designated Agency community and facilities. In addition, the Agency shall retain the right to implement and/or enforce any item issued as a part of RFP No. P19001.
- 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 completed Contract Task Order from the authorized Agency 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 Agency reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when the Agency determines doing so is in its best interests.

2.4 Renewal Options. This contract is initially executed for the period of two (2) year base period with three (3) one-year option periods to extend services, for a maximum total of 5 years.

2.5 Time Performance. The Contractor will complete each assigned task as assigned by the Agency.

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 County of Marin

Accounts Payable Attention: Ilya Filmus

To: AccountsPayable@marinhousing.org cc: Wpass@marinhousing.org

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

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 time-frame, 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 Agency Executive Director; and

2.6.2.8 Total dollar amount being billed.

2.6.3 The Agency 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 Agency's Obligations. Pursuant to this contract, the Agency agrees to provide the specific services detailed herein and shall be responsible for the following:

3.1 The Agency 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 solely responsible for providing supervision and oversight to all the Contractor's personnel that are assigned to the Agency 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. 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 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. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency 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 at least 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 at least 1% of the "general aggregate minimum" of the policy), with a maximum deductible amount of \$50,000;

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

Housing Authority of the County of Marin

Attention: Will Pass

4020 Civic Center Drive, San Rafael, CA 94903

- 4.5 Licensing.** The Contractor shall also provide to the Agency 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 Agency 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 Agency in writing within 5 days of such notification received will constitute a material breach of this contract.
 - 4.6.3** The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to Agency 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 Agency and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Agency 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 Agency or any client or potential client of the Agency 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 Agency. The Agency 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 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.

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

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 Marin County, CA 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 and Reports.

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

Housing Authority of the County of Marin

Attention: Will Pass CFO

4020 Civic Center Drive, San Rafael, CA 94903

or, if appropriate, e-mailed to: **wpass@marinhousing.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 detailed within Clause No. 7 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The Agency's representative shall, within 10 days after the Agency'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 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either:

9.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of California;

9.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the State of California;

9.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of California.

9.1.4 The decision from arbitration will be binding upon both parties. If the decision is averse to the Agency, the Agency shall pay the Agency's receipt of the decision. If the decision is in favor of the Agency, the Contractor will either:

9.1.4.1 Clear the amount which is ordered from the Agency account; or

9.1.4.2 Repay to the Agency the amount ordered.

9.1.4.3 Either option shall be completed within 10 days after the Contractor's receipt of the arbitrator's decision.

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 Agency, 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 actually inserted or by reference:

10.1 Remedies for Contractor Breach. Pertaining to contract-related issues, it is the responsibility of both the Agency 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 Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, 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 Agency 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 Agency 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 Agency shall 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 Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 10.1.3** After termination, if the Contractor does not agree with the Agency'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 Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 10.1.4** The response to any protest received shall be conducted in accordance with 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 Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, attached hereto.
- 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."
- 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 of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or *contracts for transportation or transmission of intelligence*.
- 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 Agency (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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 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 Agency (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 Agency

contract, it is expressly understood that the Agency 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 Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:
- 12.3.1** Funding is not available;
 - 12.3.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 12.3.3** The Agency's requirements in good faith change after award of 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 ensuing from award of this RFP, whether or not they are known to either the Agency 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 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 County 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.
- 11.6 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.
- 11.6.1** 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 Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

11.7 Backorders.

11.7.1 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.

11.7.2 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 Agency, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the Agency to do so.

11.8 Work on Agency Property. If the Contractor's work under the contract involves operations by the Contractor on Agency 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 Agency's negligence, shall indemnify the Agency, and their 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.

11.9 Official, Agent and Employees of the Agency 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 Agency 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.

11.10 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.

11.11 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.

11.12 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.

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

11.14 Waiver of Breach. A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, 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.

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

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

11.17 Indemnification.

11.17.1 The Contractor shall indemnify, defend, and hold the Agency (and its 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 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 Agency against any loss or damage which was specifically caused by the Agency 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.

11.17.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

11.17.3 Any money due to the Contractor under and by virtue of this contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency'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 Agency 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 Agency from any potential claims.

11.17.4 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.

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

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

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

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

11.19 Additional Federally Required Orders/Directives. Both parties agree that they will comply with the following laws and directives, where applicable:

11.19.1 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.

11.19.2 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 Agency 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.).

- 11.19.3** **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 Agency 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.
- 11.19.4** **The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
- 11.19.5** **Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).
- 11.19.6** **HUD Information Bulletin 909-23** which is the following:
- 11.19.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
 - 11.19.6.2** Clean Air and Water Certification; and,
 - 11.19.6.3** Energy Policy and Conversation Act.
- 11.19.7** That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.
- 11.19.8** 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.
- 11.19.9** 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 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 regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 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** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 12.7** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training

and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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]

Section No.	Contract Appendix No.	Appendix Description
13.1	1	form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)</i>
13.2	2	Contractor Section 3 Assurance of Compliance and Action Plan
13.3	3	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 Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.) <i>Task Order Form</i>
13.4	4	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.)
13.5	5	Scope of Work.
13.6	6	The fee(s) which shall apply to each procurement that ensues from this contract.
13.7		Inclusion by Reference. Included by reference herein is any document or clause issued as a part of RFP No. P19001 that the Agency may choose to include at any time during the performance of this contract or any options exercised thereto by the Agency. 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 Agency upon written request for such from the Contractor.
13.8		Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

14.0 CERTIFICATIONS. The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

[The Contractor]:

By: _____ **Date:** _____

[Name], [Title]

Marin Housing Authority:

By: _____ **Date:** _____

Lewis Jordan, Executive Director

PRIOR AGREEMENT SUPERSEDED

This Agreement constitutes the sole Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first above written.

CONTRACTOR

WITNESS:

BY: _____

Name: _____

(AUTHORIZED

REPRESENTATIVE)

WITNESS:

MARIN HOUSING AUTHORITY

BY: _____

Name: _____

CONTRACTING OFFICER

SECTION C: AGENCY GOALS AND THE SCOPE OF WORK

The Agency is seeking proposals from qualified, licensed, and insured entities to assist the Agency in developing and providing Section 3 job readiness training to Agency residents and potentially qualified non-residents of the community in addition to providing possible future technical assistance and compliance monitoring, and as-needed consulting services (“the Services”).

The Agency recently issued an RFQ for a developer partner to work with the Agency to create and implement a plan for revitalizing the Agency’s 300-unit family property, Golden Gate Village in Marin City, CA. The services to be secured as a result of this RFP are part of the Agency’s efforts to support the human capital aspect of Marin County and Agency’s “Guiding Principles” for the revitalization of Golden Gate Village which specifically state: “Collaborate with the Marin County community to Expand Economic Development and Job Training/Education Opportunities for GGV Residents”.

To that end, the Agency is seeking a Contractor to lead the development of a job readiness and skills training program targeting and developing Agency resident and Section 3 qualified individuals in Marin County and to provide the Agency with technical assistance to achieve its Section 3 and human capital development goals. The Agency’s goal for the ensuing contract is for the services provided to effectively position GGV residents and other qualified low-income community members, to the greatest extent feasible, to be ready to take advantage of job opportunities created by the revitalization of GGV and within Marin County as a whole.

The Agency envisions that the first step of the Contractor’s work will be gauging the Agency’s residents and possibly other Section 3 qualified individuals in Marin County’s professional interests, skills, job readiness, and potential interest in the development of new and existing resident owned businesses. Potential jobs opportunities for residents and Section 3 qualified individuals in Marin County include possible near-term regular, re-occurring and temporary maintenance work for the Agency, and maintenance, construction, property management, project management and other related vocations during and after GGV’s revitalization. The Agency is also interested in providing opportunities for resident-owned businesses endeavors to be fostered, promoted, expanded and positioned to be utilized by the Agency and other entities participating in the revitalization of Golden Gate Village and to Marin County as a whole.

Importantly, Golden Gate Village has an active resident council (the “GGVRC”) with connections and experience that could be leveraged and/or sub-contracted by the Contractor to assist with Marin County outreach and other activities associated with the work to be performed. Additionally, numerous other community-based organizations work in Marin City and County and could act as potential partners and/or sub-contractors.

Finally, the Agency may require assistance in adjusting or fine-tuning its existing Section 3 policies, procedures and monitoring mechanisms to maximize Agency compliance and resident benefit. The Services include, but not be limited to, the following:

Item #1: Resident Job Readiness and Workforce Development Training. The Agency has formulated the following

- **Assessment.** Contractor shall conduct outreach and gather information about the Agency’s residents and possibly other Section 3 qualified individuals in Marin County’s professional interests, skills, job readiness, and potential interest in the development of new and existing resident owned businesses. The information gained in this assessment shall be used to fine tune the Contractor’s training plans.

- **Training Program.** In coordination with the Agency, plan, coordinate, advertise and implement resident training in line with the information gathered in the assessment phase. Such resident job readiness and professional development may include the development of soft skills such as writing, communications, interviewing, customer service, managing people; computer skills; professionalism and employment readiness; skills related to construction, maintenance, property management and other vocations; Section 3 / Resident Owned Business development; and other appropriate professional employment skills training.
- **Maintenance Apprenticeship Program.** In addition to or in conjunction with the training program outlined above, the Contractor shall assist the Agency in developing a maintenance technician apprenticeship program to assist the Agency in preparing residents to fill possible near-term opportunities for regular, re-occurring and temporary maintenance employment within the Agency and within Marin County.
- **Develop Potential Avenues for Collaboration with Local Trade Unions:** Contractor shall assist the Agency in exploring opportunities to develop partnerships or other avenues of cooperation with local labor unions and organizations that will benefit Agency residents and other Section 3 qualified community members. The expected outcome of this process is to develop individuals that will have the skills necessary to join these unions and partake in any opportunities that become available in doing as much. The proposal should incorporate evaluation and feedback mechanisms to ensure that the training and technical assistance efforts are on target and highly effective in producing desired outcomes.
- Prospective contractors shall indicate how they will **consider and partner with local vendors** in the community for training opportunities and job placement.

Resident Job Readiness and Workforce Development Training- Additional Information and Requirements:

- **Participation.** Generally, the Agency’s goal is that any training session shall include a minimum of 10 participants in order to be carried out. If the Contractor is unable to show the Agency that it has secured interest and commitment of at least 10 residents to attend a planned training, the Agency reserves the right to cancel said training up to 10 days prior to the training start date. On a case by case basis, and as appropriate, the Agency may allow trainings with fewer attendees to be carried out.
- **Period of Performance.** The Agency anticipates having the Contractor start the assessment phase of the Agency’s resident and other Section 3 qualified individuals in Marin County in early 2019 and anticipates a training program starting by the end of the first quarter of 2019. The potential ensuing contract to this RFP will be an annual contract with an initial one-year term, with four additional possible annual contract options The Contractor’s proposal should propose a well-defined resident and community member assessment and training program to be conducted in the first year, and any follow up training and workforce development options that may be exercised for the second, third, fourth and fifth potential contract years.
- **Training Budgeting.** The Agency is interested in leveraging the Contractor’s expertise in forming and administering tailored training programs most appropriate for the Agency’s residents. The Contractor shall provide a proposed project budget that breaks out individual proposed activities (such as the assessment phase, individual proposed trainings) and provides proposed, detailed pricing for each activity. The proposed pricing for each activity shall be inclusive of Contractor’s staff, travel, meals, lodging and material costs Contractor and the Agency shall agree upon the venue and other potential

associated services and costs that may be needed to facilitate the training, such food, drinks, snacks, resident transportation, and child care.

Item #2: Potential As-Needed Technical Assistance: From time to time, the Agency may require consulting services or technical assistance in addition to the services previously specified herein. Contractor shall provide an hourly rate for such additional, as-needed consulting work. The Agency may choose to negotiate specific task orders for as-needed consulting work utilizing an hourly rate after contract award.

Item #3: Compliance Monitoring. The Agency currently has one staff member designated to conduct the Agency's Section 3 compliance monitoring in addition to their other duties. In recognition of the fact that the forthcoming revitalization work at GGV may potentially require Section 3 compliance monitoring assistance, the Agency would like to solicit proposals for potential Section 3 compliance monitoring, should the need arise. This work and pricing will be considered as a separate work activity to the aforementioned Job Training and potential As-Needed Technical Assistance.

- Work with the Agency to establish reporting procedures to assist the Agency in providing the necessary human resources, procurement, contracting and development data so Contractor can monitor, track and report Section 3 compliance status for the Agency;
- As needed, work directly with Agency contractors to monitor contractors compliance with Section 3 requirements, to include assisting the Agency in taking necessary remedial action against contractors that have compliance issues;
-
- Provide Agency with a detailed Section 3 report on a monthly basis to show all Section 3 hires, trainees, and contracts; and
-
- Provide Agency with detailed report summarizing all Section 3 activities annually, including a populated HUD 60002.

Previous/Current Contractor. The Agency has not previously retained a contractor for these specific services.

SECTION D: HUD STANDARD TERMS & CONDITIONS

1. Definitions

The following definitions are applicable to this Contract:

- A. MARIN HOUSING|| or -Authority|| or -Housing Authority|| means the Marin Housing Authority Marin County Housing Authority.
- B. Contract|| means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- C. Contractor|| means the person or other entity entering into the Contract with the Authority to perform all of the work required under the Contract.
- D. Day|| means calendar days, unless otherwise stated.
- E. HUD|| means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

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

3. Termination for Convenience and Default

- A. MARIN HOUSING may terminate this Contract in whole, or from time to time in part, for MARIN HOUSING's convenience or the failure of the Contractor to fulfill the Contract obligations (default). MARIN HOUSING shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to MARIN HOUSING all information, reports, papers, and other materials accumulated or generated in performing this Contract, whether completed or in process.
- B. If the termination is for the convenience of MARIN HOUSING, MARIN HOUSING shall be liable only for payment for services rendered before the effective date of the termination.
- C. If the termination is due to the failure of the Contractor to fulfill its obligations under the Contract (default), MARIN HOUSING may (i) require the Contractor to deliver to it, in the manner and to the

extent directed by MARIN HOUSING, any work as described in subparagraph (a)(ii) above, and compensation shall be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by MARIN HOUSING; and (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to MARIN HOUSING by the Contractor.

- D. If, after termination for failure to fulfill Contract obligations (default), it is determined that the Contractor had not so failed, the termination shall be deemed to have been affected for the convenience of MARIN HOUSING, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- E. Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- A. MARIN HOUSING, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
- B. The Contractor agrees to include in first-tier subcontracts under this Contract a clause substantially the same as paragraph (a) above.
- C. -Subcontract, as used in this clause, excludes purchase orders not exceeding \$10,000.
- D. The periods of access and examination in paragraphs (a) and (b) above for records relating to: (i) appeals under the clause titled Disputes; (ii) litigation or settlement of claims arising from the performance of this Contract; or, (iii) costs and expenses of this Contract to which MARIN HOUSING, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Disputes

- A. All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- B. All claims by the Contractor shall be made in writing and submitted to MARIN HOUSING. A claim by MARIN HOUSING against the Contractor shall be subject to a written decision by MARIN HOUSING.
- C. MARIN HOUSING shall, with reasonable promptness, but in no event in more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of MARIN HOUSING's decision, shall notify MARIN HOUSING in writing that it takes exception to such decision, the decision shall be final and conclusive.
- D. Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against MARIN HOUSING not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a

written request by MARIN HOUSING that it submit a final voucher and release, whichever is earlier, then MARIN HOUSING's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

- E. The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and comply with any decision of MARIN HOUSING.

7. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

8. Assignment of Contract

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

9. Certificate and Release

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

10. Organizational Conflict of Interest

- A. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a Contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the Contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the Contract work may be impaired.
- B. The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. MARIN HOUSING may, however, terminate the Contract or task/delivery order for the convenience of MARIN HOUSING if it would be in the best interest of MARIN HOUSING.
- C. In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Contracting Officer, MARIN HOUSING may terminate the Contract for default.
- D. The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

11. Inspection and Acceptance

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

The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to or reperform the service for MARIN HOUSING within 7 days of notification or a later date if extended by MARIN HOUSING.

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

12. Interest of Members of Congress

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

1. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

2. Limitation on Payments to Influence Certain Federal Transactions

a. Definitions. As used in this clause:

- i. -Agency||, as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).
- ii. -Covered Federal Action|| means any of the following Federal actions: (i) The awarding of any Federal contract; (ii) The making of any Federal grant; (iii) The making of any Federal loan; (iv) The entering into of any cooperative agreement; and, (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.
- iii. -Indian tribe|| and -tribal organization|| have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.
- iv. -Influencing or attempting to influence|| means making, with the intent to influence, any communication to or appearance before an officer or employee of

- any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- v. –Local government|| means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
 - vi. –Officer or employee of an agency|| includes the following individuals who are employed by an agency: (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment; (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.; (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and, (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.
 - vii. –Person|| means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - viii. –Recipient|| includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - ix. –Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 - x. –State means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.
- b. Prohibition.
 - i. Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

- a. The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- b. For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- c. The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action: (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and, (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- d. The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- e. Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action; (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- f. Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

- a. The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of:
 - A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered

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

- b. For purposes of subdivision (b)(ii)(2)(a) of clause, professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline.
- c. Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- d. Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(3) Selling activities by independent sales representatives.

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

- c. Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- d. Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- e. Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs

made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

13. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- b. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- c. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- d. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- e. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- g. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed, and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- i. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,

the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

14. Dissemination or Disclosure of Information

The Contractor shall not disseminate or disclose information or material to the general public, the news media, or any person or organization without prior express written approval by MARIN HOUSING.

15. Contractor's Status

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

16. Other Contractors

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

17. Liens

The Contractor is prohibited from placing a lien on MARIN HOUSING's property. This prohibition shall apply to all subcontractors.

18. Procurement of Recovered Materials

- a. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- b. Paragraph (a) of this clause shall apply to items purchased under this Contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this Contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

SECTION E: MARIN HOUSING STANDARD TERMS & CONDITIONS

1. Minimum Acceptance Period

- a. -Acceptance period, as used in this provision, means the number of calendar days available to MARIN HOUSING for awarding a contract from the date specified in this solicitation for receipt of proposals.
- b. MARIN HOUSING requires a minimum acceptance period of 90 calendar days.
- c. A proposal allowing less than the MARIN HOUSING's minimum acceptance period will be rejected.

2. Billing and Payment

- a. The Contractor shall submit invoices to the MARIN HOUSING as provided pursuant to the terms of this Contract. Invoices must show the type of service performed and the amount charged to the Contract during the billing period. MARIN HOUSING's billing address is:

Marin Housing Authority Attn:
Accounting Department
4020 Civic Center Drive
San Rafael, CA. 94903

- b. MARIN HOUSING shall pay the Contractor within thirty (30) days of receipt of an accurate/uncontested invoice, given fulfillment of deliverable(s), and if Contractor is in compliance with all Contract terms and conditions. MARIN HOUSING reserves the right to withhold payment for performance deficiencies.
- c. No interest shall be payable to the Contractor from MARIN HOUSING for delayed progress or final payment.

3. Notices

If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fed-wire Transfer System; and, therefore, not the receiver of the wire transfer payment.

- a. Any notice to or demand upon the Contractor shall be considered given if delivered at the office of the Contractor as stated on the signature page of the Contract or at such place or other address as he may designate, in writing, to the Authority.
- b. All papers required to be delivered to MARIN HOUSING, unless otherwise specified in writing to the Contractor, shall be sent to:

Attn: Contracting Officer
Marin Housing Authority
MARIN HOUSING AUTHORITY
4020 Civic Center Drive
San Rafael, CA. 944903

- c. All Contractor notices, demands, requests, instructions, approvals, claims, etc., must be made in writing to MARIN HOUSING. No oral communications will be considered binding under the terms of this Contract.

4. Option to Extend Term of Contract

MARIN HOUSING may extend the term of this Contract through exercise of option year(s), if any, by written notice to the Contractor, with notice within sixty (60) days from the expiration of any contract period hereunder.

5. Option to Extend Services

MARIN HOUSING may require continued performance of any services within the limits and at the rates specified in the Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) days prior to the expiration of the Contract.

6. Contract Modifications

- a. Only the Contracting Officer has authority to modify any term or condition of this Contract.
- b. Any contract modification shall be authorized in writing. MARIN HOUSING may modify the Contract unilaterally (1) pursuant to a specific authorization stated in a Contract clause; or (2) for administrative matters which do not change the rights or responsibilities of the parties. All other Contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

7. Hold Harmless

The Contractor shall hold MARIN HOUSING harmless from and indemnify MARIN HOUSING against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents pursuant to the Contract and shall, at the request of MARIN HOUSING, defend any and all actions brought against MARIN HOUSING based upon any such claims or demands.

8. Suspension of Work

- a. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contracting Officer determines appropriate for the convenience of MARIN HOUSING.
- b. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this Contract, or (2) by the Contracting Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.
- c. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

9. Default

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, MARIN HOUSING may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to MARIN HOUSING resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the MARIN HOUSING in completing the work.

10. Contractor Claims

In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. The Contracting Officer shall review timely-filed claims and issue a determination in accordance with the -Disputes|| clause in Terms and Conditions, Section I, Article 7.

11. Contractor Integrity

a. Definitions

- (i) Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with MARIN HOUSING.
 - (ii) Consent means written permission signed by a duly authorized officer or employee of MARIN HOUSING, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, MARIN HOUSING shall be deemed to have consented by virtue of execution of this agreement.
 - (iii) Contractor means the individual or entity that has entered into this agreement with MARIN HOUSING, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
 - (iv) Financial Interest means: (1) ownership of more than a five percent interest in any business; or (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - (v) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with MARIN HOUSING.
 - c. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
 - d. The Contractor shall not, in connection with this or any other agreement with MARIN HOUSING, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of MARIN HOUSING.

- e. The Contractor shall not, in connection with this or any other agreement with MARIN HOUSING, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of MARIN HOUSING.
- f. Except with the consent of MARIN HOUSING, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
- g. Except with the consent of MARIN HOUSING, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify MARIN HOUSING in writing.
- i. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- j. The Contractor, upon the inquiry or request of MARIN HOUSING, HUD, or the Inspector General of the United States or any agents or representatives of MARIN HOUSING, HUD or the Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by MARIN HOUSING, HUD or the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by federal and state statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- k. For violation of any of the above provisions, MARIN HOUSING may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with MARIN HOUSING. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those MARIN HOUSING may have under law, statute, regulation, or otherwise.

12. Subcontracts

- a. There shall be no subcontracting without the prior written consent of the Contracting Officer.
- b. The MARIN HOUSING may, without claim for extra cost by the Contractor, disapprove any subcontractor for cause on the basis of its own determination or because the proposed subcontractor is suspended or debarred by the U.S. Government, the State of California or MARIN HOUSING.
- c. The Contractor shall cause provisions to be inserted in all subcontracts to bind subcontractors to the terms of this Contract (including Affirmative Action provisions) insofar as they are applicable to the work of the subcontractor.
- d. Nothing contained in the Contract shall create any contractual relation between any subcontractor and MARIN HOUSING.

13. Contractor Conflicts

The Contractor, its employees, agents and subcontractors shall not, during the term of this Contract, undertake any employment or engagement or, except as required by law, perform any act or allow any omission, which may result in a conflict with any of their respective obligations under this Contract. A conflict includes but is not limited to engagement by a third party to review, comment or critique MARIN HOUSING work in the same or similar areas as reflected in this Contract's scope of work. In the event Contractor, its agents, or subcontractors are called upon under a purported requirement of law to do or omit anything that may be in violation of the foregoing, the Contractor shall give the MARIN HOUSING Contracting Officer sufficient advance written notice thereof to allow the matter to be contested by MARIN HOUSING.

14. Permits and Licenses

If any permits, licenses or other approvals are necessary for the performance of this Contract, then the Contractor shall obtain all such permits, licenses or approvals, including use of patents, trademarks or copyrights, at no extra charge to MARIN HOUSING.

15. Rights in Data and Copyrights

- a. Except as provided elsewhere in this clause, MARIN HOUSING shall have unlimited rights in data first produced in the performance of this Contract; form, fit, and function data delivered under this Contract; data delivered under this Contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Contract; and all other data delivered under this Contract unless provided otherwise for limited rights data or restricted computer software.
- b. The Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this Contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data of restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this Contract to the extent provided below.
- c. For data first produced in the performance of this Contract, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this Contract. The Contractor grants the MARIN HOUSING and others acting on its behalf a paid-up, non- exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the MARIN HOUSING.
- d. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains copyright notice, unless the Contractor identifies such data and grants the MARIN HOUSING a license of the same scope as identified in the preceding paragraph.
- e. The MARIN HOUSING agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this Contract are improperly marked, the Contracting Officer may either return the data to the Contractor or cancel or ignore the markings.

- f. The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this Contract.
- g. Notwithstanding any provisions to the contrary contained in any contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this Contract, and irrespective of whether any such agreement has been proposed prior to the award of this Contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees that the MARIN HOUSING shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this Contract. The terms and conditions of this Contract, including any commercial lease of licensing agreement, shall be subject to the following procedures.
 - (i) The restricted computer software delivered under this Contract may not be used, reproduced, or disclosed by MARIN HOUSING except as provided below or as expressly stated otherwise in this Contract.
 - (ii) The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any MARIN HOUSING location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this Contract; and used or copies for use in or transferred to a replacement computer.

16. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save MARIN HOUSING harmless from loss on account thereof; except that MARIN HOUSING shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified by MARIN HOUSING is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

17. Warranty & Product Documents

- a. The Contractor shall submit product data and manufacturer's specifications as required by MARIN HOUSING. Manufacturer's written product and procedures requirements, when approved by MARIN HOUSING, become part of the Contract. MARIN HOUSING reserves the right to reject items not in compliance with the manufacturer's specifications.
- b. The Contractor shall submit warranty and guaranty papers along with the manufacturer's data for each product. The adequacy of the documentation is subject to approval by MARIN HOUSING. The Contractor shall be a fully authorized and qualified seller, user or installer of the materials specified and/or approved. The Contractor shall submit proof of certification indicating he is acceptable to the manufacturer.
- c. On-Site Delivery If MARIN HOUSING requires Contractor to deliver goods to a MARIN HOUSING site, then the Contractor's representative shall sign in at the MARIN HOUSING manager's office on-site prior to commencing delivery.

18. Insurance

- a. Before commencing work, the Contractor and each sub-contractor shall furnish the MARIN HOUSING with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
 - i. Worker's Compensation, in accordance with State or Territorial Workers' Compensation laws and Employers Liability with limits of not less than \$500,000.
 - ii. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than
 - iii. \$1,000,000.00 per occurrence/\$2,000,000 General Aggregate. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a -claims-made policy, then the following additional requirements apply: the policy must provide a -retroactive date which must be on or before the execution date of the Contract; and should the policy be canceled or non-renewed, the extended reporting coverage will be purchased to extend coverage to an indefinite period of time, limited only by the exhaustion of the policy limits.
 - iv. Automobile Liability coverage on owned, non-owned, and hired auto coverage for motor vehicles used on the site(s) or in connection therewith and with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence.
- b. All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located and have an A.M. Best Rating of A. If any such insurance is due to expire during the Contract period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least thirty (30) days prior written notice has been given to the Contracting Officer. Such notice must be sent by Certified Mail, Return Receipt Requested, to the Contracting Officer's attention.
- c. Additional Insured Requirement: Marin Housing Authority is to be named an —additional insured on all policies required hereunder except Workers' Compensation, Employer's Liability, and Professional Liability. An endorsement stating the above shall be provided to the MARIN HOUSING by the Contractor prior to the commencement of the work. The General Liability additional insured endorsement shall be provided to MARIN HOUSING.
- d. Minimum Scope of Insurance: Coverage should be at least as broad as:
 - i. Insurance Services Office form number CA 0001 (Ed. 03/06) covering Automobile Liability, Symbol -1 - -any auto.
 - ii. Workers' Compensation Insurance as required by the State of California, with \$500,000.00 limit of liability for Employers Liability Insurance.
- e. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 - i. General Liability and Automobile Liability coverages
 1. The MARIN HOUSING, its Board of Commissioners, officers, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed or should have been performed by or on behalf of the Contractor; products and completed operations of the

Contractor; automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the MARIN HOUSING, its Board of Commissioners, officers, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the MARIN HOUSING, its Board of Commissioners, officers, employees and volunteers. Any insurance or self-insurance maintained by MARIN HOUSING, its Board of Commissioners, officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the MARIN HOUSING, its Board of Commissioners, officers, employees or volunteers.
 4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.
 5. In each instance, coverage should be provided on an occurrence basis, as opposed to a claims-made basis. Claims-made coverage will only be accepted in the event that it is verified that occurrence coverage is not available.
- ii. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the MARIN HOUSING, its Board of Commissioners, officers, employees and volunteers for losses arising from work performed by, for, or in behalf of the Contractor for the MARIN HOUSING.
 - iii. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the MARIN HOUSING Risk Management Department.
 - iv. Professional Liability Insurance: If the entity responding to this Request for Proposal will provide architectural, engineering, consulting, construction management, counseling, medical, legal, or accounting services, the Contractor shall maintain Professional Liability Insurance for negligent acts, errors and omissions and/or the performance or failure to perform medical services. The minimum limit of liability will be \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate on an occurrence basis. If suitable coverage cannot be obtained on an occurrence basis, then the Contractor may purchase suitable coverage on a claims-made basis with the retroactive date being on or before the execution date of the Contract. Should such insurance be cancelled, or not renewed, the Contractor agrees to purchase extended reporting coverage which extends the discovery period indefinitely from the date of cancellation. The Contractor also agrees to continue the above coverage for a period of at least five (5) years from the date of completion of the Contract. This coverage shall not have a deductible maximum greater than \$10,000.00 per loss.
- f. Deductibles and Self-Insured Retention: Self-insured retentions must be declared to and approved by the MARIN HOUSING. At the option of the MARIN HOUSING, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the MARIN

HOUSING, its Board of Commissioners, officers, employees and volunteers. Verification of Coverage: Contractor shall furnish the MARIN HOUSING with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificate shall include the Contract number and the Development name. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the MARIN HOUSING before work commences. The MARIN HOUSING reserves the right to require complete, certified copies of all required insurance policies, at any time.

- g. Subcontractors: Coverage provided under the applicable Contractor's policies will include coverage for those liabilities incurred through the actions, omissions and activities of all subcontractors. Contractor will cause any subcontractors to carry insurance coverage identical to that of the Contractor as regards perils insured against, scope of coverage, and limits of liability such as for Workers Compensation and Liability Insurance for asbestos and other hazardous types of purchases.
- h. Binders: Binders are not acceptable as adequate insurance coverage.

19. Compliance with Law

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in performing its obligations under the Contract.

20. Nondiscrimination/Sexual Harassment

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Contracting Officer for purposes of investigation to ascertain compliance with this clause.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. MARIN HOUSING may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this clause. In addition, MARIN HOUSING may proceed with debarment or suspension of the Contractor.

21. Americans with Disabilities Act

Contractor shall comply with federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq. The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the -General Prohibitions Against Discrimination,|| 28. R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by MARIN HOUSING through contracts with outside contractors.

22. Applicable Law

The Contract shall be governed by and interpreted and enforced in accordance with the laws of the State of California (without regard to any conflict of laws provisions) and the decisions of the California courts. The Contractor consents to the jurisdiction of any court of the State of California and any federal courts in California, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personae jurisdiction over it, and consents to service of process in any manner authorized by California law.

23. Provisions Required or Prohibited by Law

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though such provisions were included herein. Any clause in this Contract prohibited by law shall be deemed to be deleted from this Contract, and this Contract shall be read and enforced as though such provision were not included herein.

24. Related Entities

MARIN HOUSING reserves the right to procure supplies or services on behalf of its affiliated entities and subsidiaries including but not limited to several limited partnerships (—Related Entities||). Each Related Entity shall have the right to procure such supplies or services directly from Contractor pursuant to this Contract. MARIN HOUSING will generally advise the Contractor that the contract or task/delivery order is being issued on behalf of a Related Entity and provide any special instructions. However, failure of MARIN HOUSING to do so does not negate the Contractor’s obligation to provide the supply or service ordered.

25. Order of Precedence

Conflicts in the contract documents shall be resolved in accordance with the following order of precedence:

Addendum Number_dated_____, 20____.

Addendum Number_dated_____, 20____.

Services Contract;

HUD Standard Terms & Conditions
Statement of Work

MARIN HOUSING Special Terms &
Conditions

MARIN HOUSING Standard Terms &
Conditions

Solicitation Number_____, dated_____, 20____, and
entitled_____.

Contractor's proposal and Best and Final Offer (if requested) as accepted by the
MARIN HOUSING.

Affirmative Action Requirements
Instructions to Proposers

Representations, Certifications, and other statements to Proposers

26. Certifications and Representations

In the event that Contractor's certifications and representations set forth in Section I shall at any time cease to be true and correct in all material respects, Contractor shall promptly notify MARIN HOUSING of same, setting forth the particulars and identifying the steps, if any, being taken by Contractor to render such representation or certification to be true and correct in all material respects.

27. Taxes

- a) Contractor agrees to disclose to MARIN HOUSING all taxes paid pursuant to California Statutes) paid by the Contractor in connection with the Contract, including in the Contractor's bid an itemization of Sales Tax expected to be paid in connection with this Contract.
- b) Contractor agrees to cooperate fully with MARIN HOUSING in determining which items Contractor purchases pursuant to this Contract are those on which Contractor will pay Sales Tax.
- c) Contractor will also cooperate fully with MARIN HOUSING in seeking guidance from the Department of Revenue in determining which items are subject to Sales Tax.
- d) With respect to any item on which Contractor expects to pay Sales Tax, Contractor agrees to allow MARIN HOUSING the option of purchasing such item directly and to reduce the cost charged to MARIN HOUSING by the amount of Sales Tax Contractor would have paid had Contractor purchased such item.
- e) Contractor assigns to MARIN HOUSING all of its right, title and interest in and to any and all refund of Sales Tax Contractor will pay in connection with this Contract and agrees to cooperate fully with MARIN HOUSING in assisting MARIN HOUSING to obtain a refund of any and all Sales Tax Contractor paid in connection with this Contract, including but not limited to:
 - (i) filing a petition for refund with the Department of Revenue at the request of MARIN HOUSING;

- (ii) providing MARIN HOUSING with any receipts or other documentation reasonably requested by MARIN HOUSING in connection with MARIN HOUSING pursuing such refund; and
 - (iii) testifying at a hearing in connection with the pursuit of such refund.
- f) In the event MARIN HOUSING exercises its right under to require Contractor to file a petition for refund of Sales Tax paid, MARIN HOUSING will, at its sole discretion:
 - (i) determine the manner in which to pursue, and whether to continue pursuing, such refund; and
 - (ii) select the representative to pursue such refund.

Further, MARIN HOUSING agrees to pay all fees and costs associated with pursuing such refund, but Contractor agrees that its payment under this Contract constitute full and complete consideration for any assistance Contractor may provide to MARIN HOUSING in pursuing such refund on MARIN HOUSING's behalf. Not later than five days after receipt thereof, Contractor agrees to pay to MARIN HOUSING any amount of Sales Tax refund received by Contractor in connection with a refund of Sales Tax paid in connection with this Contract.

- g) Contractor agrees to purchase, but not pay Sales Tax on, every item that qualifies as 'building machinery and equipment' (as defined in 72 P.S. § 7201(pp)) by providing Contractor's vendor with a properly completed exemption certificate (REV-1220) within sixty days of the purchase of each such item. Contractor further agrees that it shall include on line 7 of such exemption certificate the following statement: Property or services qualify as 'building machinery and equipment' and will be transferred pursuant to a construction contract to a tax-exempt organization. Further, if any purchase of items by Contractor includes both Sales Tax exempt building machinery and equipment' and otherwise taxable property, Contractor agrees to maintain records sufficient to permit the Department of Revenue to ascertain whether the items purchased were in fact 'building machinery and equipment.'
- h) Contractor agrees to be solely responsible for any Sales Tax assessed on any item Contractor purchased pursuant to this Contract and further agrees to indemnify MARIN HOUSING for any Sales Tax MARIN HOUSING is subsequently assessed by the Department of Revenue with respect to any item Contractor purchased in connection with this Contract and on which Contractor did not pay Sales Tax.

SECTION F: MARIN HOUSING SPECIAL TERMS & CONDITIONS

1. Term of The Contract

The term of the Contract shall consist of a two (2) year base period with three (3) one - year option periods to extend services. Contract options may be exercised early if Contract funding is utilized before the Contract performance period expires; provided that MARIN HOUSING shall be under no obligation to do so, and the Contract rates will not increase until the annual period for which they were proposed has elapsed.

2. Cost Proposals

Offerors are are not required to propose prices for all line items in the Schedule.

The following selected clauses are applicable to the Contract:

3. Proposal Security

- (a) Failure to furnish proposal security in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the proposal.
- (b) The Offeror shall furnish a proposal guarantee in the form of a firm commitment, e.g., proposal bond supported by good and sufficient surety or sureties acceptable to MARIN HOUSING, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. MARIN HOUSING will return proposal guarantees, other than proposal bonds, (1) to unsuccessful Offerors as soon as practicable after the opening of proposals, and (2) to the successful Offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the proposal as accepted.
- (c) The amount of the proposal guarantee shall be 20 percent of the proposal price or \$_____, whichever is less.
- (d) If the successful Offeror, upon acceptance of its proposal by MARIN HOUSING within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the Offeror, the Contracting Officer may terminate the Contract for default.
- (e) In the event the Contract is terminated for default, the Offeror is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the proposal guarantee is available to offset the difference.

4. Single Award

MARIN HOUSING intends to make one award under this solicitation.

5. Fixed Rate Contract

- (f) MARIN HOUSING shall pay the Contractor for performing this Contract fixed rates and allowable other direct costs per project activity as discussed in Items in the Scope of Work.

SECTION G: EVALUATION CRITERIA

1.0 Evaluation Factors. The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 6]

Factor No.	Max Point Value	Factor Type	Factor Description
1	30 points	Objective	The PROPOSED 5-YEAR COSTS submitted by the proposer in comparison to the other proposers.
2	10 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENTS.
3	15 points	Subjective (Technical)	The proposer's TECHNICAL APPROACH (including, if appropriate, labor categories, estimated hours, and skill mix) and the proposer's PROPOSED WORK PLAN to provide the required services.
4	15 points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein).
5	30 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means. NOTE: The Agency will place particular emphasis in this area on the proposer's work with public housing agencies (e.g. HUD-related work).
	100 points		Total Points (other than preference points)

2.0 Preference Evaluation Factor. The following factors will be utilized by the CO to evaluate each proposal submittal received:

[Table No. 6.a]

Factor No.	Max Point Value	Factor Type	Factor Description
7		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. A firm may qualify for Section 3 status as detailed within Attachments D and D-1 (NOTE: A max of 15 points awarded).
7a	15 points		Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
7b	13 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
7c	11 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
7d	9 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7e	7 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
7f	5 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
7g	3 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
7h	15 points		Maximum Available Preference Points (Additional)

SECTION H: CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS

1. Offeror's Certification of Eligibility

- (a) By the submission of this proposal, the offeror certifies that to the best of its knowledge and belief:
- (i) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, is ineligible to be awarded contracts by any agency of the United States Government, HUD, or the State in which this Contract is to be performed;
 - (ii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, is ineligible to participate in HUD programs pursuant to 24 CFR Part 24;
 - (iii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of any State Government or the Marin Housing Authority from doing business with such Department or Agency for the period beginning 5 years prior to the date of this certification;
 - (iv) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has experienced default or noncompliance under any contract for the U.S. Department of Housing and Urban Development, or any other governmental agency with which it has contracts for the period beginning 10 years prior to the date of this certification;
 - (v) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has unresolved findings raised as a result of HUD audits, management reviews or any other Governmental investigations concerning the offeror or any person or firm which has an interest in the offeror's firm under any of the offeror's contracts;
 - (vi) There has not been a suspension or termination of payments under any HUD contract in which the offeror has a legal or beneficial interest attributable to the offeror's fault or negligence;
 - (vii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.
 - (viii) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has been found by HUD or the State of California to be in noncompliance with any applicable civil rights laws.
 - (ix) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, is a Member of Congress or a Resident Commissioner or otherwise prohibited or limited by law from contracting with the Marin Housing Authority.
 - (x) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm is an officer or employee or commissioner of the Marin Housing Authority who is prohibited or limited by law from contracting with the MARIN HOUSING.
 - (xi) Neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm, has been convicted of a felony and are not

presently the subject of a complaint or indictment charging a felony. (A felony is any offense punishable by imprisonment for more than one year but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less.)

- (b) Statements above to which the offeror cannot certify (if any) have been deleted by striking through the words with a pen. The offeror has initialed each deletion (if any) and has attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which qualify the offeror as a responsible offeror for participation in this project.
- (c) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, the Contract may be terminated for default, and the offeror may be debarred or suspended from participation in HUD and MARIN HOUSING programs and other Federal contract programs.

2. Small, Minority, Women-Owned Business Concern Representation

The offeror represents and certifies as part of its offer that it:

- (d) is, is not a small business concern. -Small business concern,|| as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (e) is, is not a women-owned small business concern. -Women-owned,|| as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

Certifying Agency & Certification Number (if applicable):

- (f) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

- (i) For the purpose of this definition, minority group members are:
(check the block applicable to you)

Black Americans Asian Pacific Americans Hispanic Americans Asian Indian Americans Native Americans Hasidic Jewish Americans

- (ii) Certifying Agency & Certification Number (if applicable):

3. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to the possible performance of this procurement, as described in the clause in this solicitation titled -Organizational Conflict of Interest.||

4. Contingent Fee Representation and Agreement

- (g) The offeror represents and certifies as part of its offer that, except for full-time bona fide employees working solely for the offeror, the offeror:
 - (i) [] has, [] has not employed or retained any person or company to solicit or obtain this Contract; and
 - (ii) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this Contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this Contract.
- (h) If the answer to either (a)(1) or (a) (2) above is affirmative, the offeror shall make an immediate and full written disclosure to the MARIN HOUSING Contracting Officer.
- (i) Any misrepresentation by the offeror shall give the MARIN HOUSING the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from Contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the Contract.

5. Certificate of Independent Price Determination

- (j) The offeror certifies that –
 - (i) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (ii) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (iii) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (k) Each signature on the offer is considered to be a certification by the signatory that the signatory:
 - (i) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above; or
 - (ii) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above (insert full name of person(s) in the offeror’s organization responsible

for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):

- (1) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(i) through (a)(iii) above; and
 - (2) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above.
- (l) If the offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
 - (m) The offeror further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify an offeror but may be grounds for administrative suspension or grounds for consideration by MARIN HOUSING as to whether MARIN HOUSING should decline to award a contract to such an offeror on the basis of a lack of responsibility. If offeror has been convicted of any act prohibited by State or Federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, offeror should attach an explanation of the circumstances surrounding that conviction.
 - (n) [check if following paragraph is applicable]

Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

- (i) Each bidder shall execute, in the form provided by the MARIN HOUSING/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
- (ii) A fully executed -Non-Collusive Affidavit| is, is not included with the bid. (See page I-12 for Affidavit form).

6. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

- (o) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.
- (p) The offeror, by signing its proposal, hereby certifies to the best of his or her knowledge and belief as of _____, 20 , that:
 - (i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
 - (ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the proposer shall complete and submit, with its proposal, OMB standard form LLL, -Disclosure of Lobbying Activities;|| and
 - (iii) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
 - (iv) Submission of this certification and disclosure is a prerequisite for making or entering into this Contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. Certification of Nonsegregated Facilities

- (q) The offeror's attention is called to the clause entitled -Equal Employment Opportunity|| of Section I of the Terms and Conditions of the Contract.
- (r) -Segregated facilities,|| as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (s) By the submission of this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the Contract.
- (t) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into

subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will--

- (i) Obtain identical certifications from the proposed subcontractors;
- (ii) Retain the certifications in its files; and
- (iii) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Non-Segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

8. Clean Air and Water Certification

The offeror certifies that (check the block applicable):

- (u) Any facility to be used in the performance of this Contract [] is [] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (v) The offeror will immediately notify the MARIN HOUSING Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the Contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (w) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

9. Drug-Free Workplace Certification

By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$10,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, other than a contract for the procurement of commercial items, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed -

- (x) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (y) Establish an ongoing drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (z) Provide all employees engaged in the performance of the Contract with a copy of the statement required by subparagraph (a) of this provision;
- (aa) Notify such employees in writing in the statement required by subparagraph (a) of this provision that, as a condition of continued employment on the Contract resulting from this solicitation, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
 - (iii) Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under Subdivision (d)(2) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
 - (iv) Within thirty (30) calendar days after receiving notice under subdivision (d)(2) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (1) Take appropriate personnel action against such employee, up to and including termination; or
 - (2) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (bb) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (a) through (d) of this provision.
- (cc) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- (dd) In addition to other remedies available to the MARIN HOUSING, the certifications required by this provision concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, section 1001.

10. MARIN HOUSING Fraud Policy

The offeror certifies that he/she has read the following MARIN HOUSING Fraud Policy, will adhere to it, and is aware of the penalties for failure to comply:

- (ee) For purposes of this policy, and in concurrence with the MARIN HOUSING requirements, -fraud|| includes: fraudulent activity by any person employed by or contracting with the MARIN HOUSING; bribery and official corruption; theft of MARIN HOUSING funds, property or benefits; and serious breaches of integrity. Some examples of activities covered include: extortion/extortion attempts by MARIN HOUSING employees or officials; acceptance or solicitation of bribes; submission of fraudulent documents; employee collusion with contractors or vendors; material misstatements of facts in

contracts or documents, relating to services performed or materials provided; bid rigging; and disclosure of confidential information.

(ff) Covered Parties

- (i) All MARIN HOUSING employees and officials.
- (ii) All contractors, subcontractors, vendors and consultants doing business with the MARIN HOUSING -

NOTE: Contractors are responsible for compliance with this Fraud Policy by their subcontractors.

- (iii) All owners of housing who receive subsidies from MARIN HOUSING.
- (iv) Any other individual or entity doing business with or seeking to do business with the MARIN HOUSING.

(gg) Responsibilities

- (i) All —covered|| parties|| must report any type of fraud when they become aware of such activity, and they must cooperate fully with the OIG in any ensuing investigation.
- (ii) Fraud|| must be reported to a representative of the MARIN HOUSING
- (iii) Management officials will support the Fraud Policy and ensure compliance with this policy by persons they supervise, and/or individuals and business entities that they deal with.

(hh) Penalties for Failure to Report Fraud

Penalties for failure to timely report fraud can include: loss of contract and/or debarment from future contracts by contractors, subcontractors, vendors, and any other individual or entity doing business with the MARIN HOUSING; and other action deemed appropriate by MARIN HOUSING officials.

(ii) Confidentiality

All information reported to the OIG is confidential, and the identity of those reporting information to the OIG will be protected.

(jj) Whistle Blower Protection

- (i) Anyone who provides information to the OIG may not be discharged, demoted or otherwise subject to any adverse action as a result of reporting wrongdoing. Any person who retaliates against someone for reporting wrongdoing may be subject to civil liabilities and penalties.
- (ii) MARIN HOUSING Management supports the position that —whistle blowers|| will be protected and commended for their honesty and dedication to the MARIN HOUSING.

(kk) Authorized Negotiators

The offeror represents that the following persons are authorized to negotiate on its behalf with the MARIN HOUSING in connection with this request for proposals:

(list names, titles, and telephone numbers of the authorized negotiators):

11. Offeror's Signature

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the information contained in the foregoing certifications and representations is true and correct.

Signature & Date

Typed or Printed Name

Title

12. Non-Collusive Affidavit

13. I, _____, certifies under penalty of perjury:

14. That he/she is _____ (president, sole owner, partner,

15. etc.) of _____ (firm name) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that no one conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the MHA Authority or any person interested in the proposed contract: and that all statements in said proposal or bid are true.

16. By _____

17. Date _____