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# REQUEST FOR PROPOSAL – PC943

## LEGISLATIVE CONSULTANT



Housing Authority of the County of San Bernardino (HACSB)  
715 E. Brier Drive  
San Bernardino, CA 92408  
May 2017

## **I. INTRODUCTION**

The Housing Authority of the County of San Bernardino (HACSB) is one of the nation's most progressive and proactive housing authorities and the largest provider of affordable housing in the County. HACSB proudly owns and/or manages programs with approximately 12,500 housing units and vouchers combined to serve approximately 30,000 people, most of whom are seniors, individuals with disabilities, veterans, and children.

In 2008, the agency embarked on an agency wide strategic planning process with the following objectives: help clients achieve economic independence, ensure freedom of housing choice, and save tax payer dollars through efficient work. This has allowed us to enhance our work around our mission and service philosophy. Ultimately, our Mission of empowering all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County is our top priority.

As we see the demand for affordable housing increase, the limited affordable housing supply we currently have available is not enough to house the thousands of families in need. As a developer of sustainable affordable and market rate housing, over the years we have expanded our housing stock in an attempt to meet the county's growing needs. Working diligently to acquire, build, and renovate properties, we incorporate the concept of mixed income communities, build utilizing green technology, and provide recreational and educational facilities for everyone's use.

Additionally, we are here as a stepping stone for families who need help building a foundation for a brighter future. Therefore, aside from providing housing, we assist our customers with ways of becoming economically independent. In collaboration with our partners, we provide: family/individual case management and counseling; career training and job placement; program integrity; homeownership assistance; college scholarships, to name a few.

We value our vendors and contractors as partners in our mission to empower all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County.

HACSB seeks to retain the services of a legislative consultant for matters in which HACSB may need professional services and advocacy before the United States Congress, federal administrative agencies, executive branch agencies and departments and other entities of the United States government.

Additional services shall include but not be limited to: scheduled, extended, or special legislative sessions and meetings; federal administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services, in accordance with terms, conditions and specifications contained in the contract.

## II. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit responses from qualified firms/companies to furnish legislative consulting services to HACSB as identified in the "Scope of Work" (Exhibit A) of this request.

### Contact Information

This RFP is being issued, as will any addenda by the HACSB. The contact person for the HACSB is:

Angie Lardapide, Procurement Officer  
715 E. Brier Drive  
San Bernardino, CA 92408-2841  
(909) 890-0644  
Email [procurement@hacsb.com](mailto:procurement@hacsb.com)

E-mail address may be used to submit questions only. Proposals **will not** be accepted by e-mail or facsimile. Proposals must be submitted four (4) copies (1- original/3 copies) with original signature on the original, and either mailed or hand-delivered to the address above.

## III. Contract Term

The Contract period will be for a three (3) year period beginning approximately October 2017 through September 2020, with the option to extend one (1) additional two (2) year term.

## IV. Proposal Timeline

Release of RFP	May 22, 2017
Question Due	May 30, 2017 @ 2PM
Answers to Questions	June 5, 2017
Proposals Due	June 22, 2017 @ 2PM
Evaluation Process	July 2017
Presentations	July 2017 if needed
Award of Contract	September 2017

HACSB may insert elective choices such as site visit, oral interviews, presentations, demonstrations, shortlist, best and final offers, etc.

Questions regarding the contents of this RFP must be submitted in writing on or before time and date and directed to the RFP Contact listed in Section II, Paragraph A - Purpose. All questions submitted will be answered and posted on HACSB's website. <http://ww2.hacsb.com/business>

## **V. PROPOSAL CONDITIONS**

### **A. Authorized Signatures**

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

### **B. Term of Offer**

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the proposal opening.

### **C. Required Review**

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the RFP contact at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of proposals upon which award could not be made. Protests based on any omission or error, in the content of this RFP, may be disallowed if not brought to the written attention of the RFP Contact in Section II, Paragraph A – Purpose, at least five days before the Deadline for Proposals.

### **D. Incurred Costs**

HACSB is not obligated to pay any costs incurred by Proposer in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing a proposal are the Proposer's responsibility.

### **E. Amendments/Addenda to RFP**

HACSB reserves the right to issue addenda or amendments to this RFP if HACSB considers that changes are necessary or additional information is needed.

Changes to a proposal or withdrawal of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

### **F. Best Value Evaluation**

As established in this solicitation, HACSB realizes that criteria other than price are important and will award contract(s) based on the proposal that best meets the needs of HACSB. The optimal combination of quality, price, and various qualitative elements of required services will provide HACSB the greatest or best value for its money.

### **G. Right of Rejection**

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. HACSB may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of HACSB. If Proposer does so, the proposal may be determined to be a non-responsive counter-offer and the proposal may be rejected.

No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by HACSB to be immaterial or inconsequential, HACSB may choose to accept the proposal.

Minor informalities may be waived by the Director of Procurement and Contracts when they:

- Do not affect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision;

In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or HACSB may elect to waive the deficiency and accept the proposal.

This RFP does not commit HACSB to award a contract. HACSB reserves the right to reject any or all proposals if it is in the best interest of HACSB to do so. HACSB also reserves the right to terminate this RFP process at any time.

#### **H. Clarification of Offers**

In order to determine if a proposal is reasonably acceptable for award, communications by the Facilitator for the Evaluation Panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Facilitator may be adjusted as a result of a clarification under this section.

#### **I. Public Records Act**

All information submitted in the Proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposers should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

##### NOTICE

The data on pages \_\_\_\_\_ of this Proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the HACSB determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

HACSB assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the HACSB a detailed statement indicating the reasons it has for believing that the information is exempt from

disclosure under federal, state, and local law. This statement will be used by the HACSB in making its determination as to whether or not disclosure is proper under federal, state or local law. The HACSB will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

**J. Disclosure of Criminal and Civil Proceedings**

HACSB reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. HACSB also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm’s business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to HACSB. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

**K. Debarment and Suspension**

Proposer certifies (using Exhibit E) that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

Further, Proposer affirms that it has no record of unsatisfactory performance with HACSB in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

**L. Contract Requirements**

The successful firm(s) will be required to enter into a Professional Services Agreement with the Housing Authority of the County of San Bernardino. This Agreement will incorporate by reference this RFP, the defined Scope of Services, and applicable federal requirements. .

- o Appendix 1: HUD 5369C (2 pages) – attached as separate document for download
- o Appendix 2: HUD 51915A (3 pages) - attached as separate document for download

**M. Board and Staff Communications**

Under no circumstances may any member of the HACSB or any staff member other than the contact specified in Section II – Paragraph A, be contacted during this RFP process, by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification.

**N. Final Authority to Award**

The final authority to award contracts as a result of this RFP rests solely with HACSB Board of Commissioners as delegated by the Board of Governors or based on award amount, by the Board of Governors.

**VI. SCOPE OF WORK**

Refer to Exhibit A

**VII PROPOSAL SUBMISSION REQUIREMENTS**

**A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be received by the designated date and time. Late or incomplete proposals will not be accepted.
3. Paper responses must be submitted, at the location identified in the solicitation, by mail or in person to the RFP Contact listed in Section II, Paragraph A – Purpose and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal.
4. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
5. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

**B. Proposal Format**

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Presentation**

All hard copies of proposal must be submitted on 8 ½ x 11 paper. Each page, including attachments, must be clearly and consecutively numbered.

Submit one (1) original and three (3) copies of the submitted proposal.

Hand carried proposals may be delivered to the RFP Contact identified in Section I between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding office closure days and holidays observed by HACSB. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

2. **Affirmative Action**

The HACSB requires that each respondent be an Equal Opportunity Employer:

State that the respondent complies fully with all government regulations regarding nondiscriminatory employment practices.

- Provide the name and resume of the Offeror's Contractor Representative who, if the Offeror is selected for award, would be responsible for the daily oversight of the Contract from the Contractor's perspective.

**VIII. Evaluation Criteria**

Proposals will be evaluated based on the selection factors listed below; the relative weight that each factor will receive in the evaluation is shown below.

**Selection Factors:**

- a. Organization's experience and qualifications (**60 points**): Demonstrated success in federal legislative process. The technical ability, capacity, flexibility, and skill of the bidder to provide quality performance under the contract, as evidenced by the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with HACSB. HACSB reserves the right to contact any party that the Respondent has worked for in the past and to reject a Respondent based on past poor performance.
- b. Cost (**25 points**): The total cost of the proposal solution. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized as listed on the bid proposal sheet, to include number of hours by position
- c. **Cost** (fees), weighted, based on lowest price at **25 points**

$$Score = \frac{Lowest\ Bidder's\ Price}{Bidder's\ Price} \times 25$$

*(Please Note: The pricing provide in your response will be used for bid evaluation purposes and may be subject to negotiation with the successful contractor upon award and completion of agency-wide equipment needs assessment.)*

- c. Responsiveness of the proposal to the submission requirements set forth in the RFP (10 points).
- d. Ownership (5 points): Certification of MBW/WBE ownership.

## **IX. RFP REQUIREMENTS AND CONDITIONS**

### **Minimum Requirements**

This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.

#### **a. Minimum Qualifications**

- Consultant/firm should have six (6) years of proven Federal legislative consulting experience.
- Working experience with HUD staff preferred
- Should have demonstrated knowledge and expertise of San Bernardino County, its demographics and housing issues that affect HACSB.
- Should have demonstrated knowledge and expertise in all low income affordable housing programs and all HUD sponsored programs including the HUD Moving to Work Demonstration Program.

#### **b. Experience**

Discuss your experience, in serving as a Legislative Consultant.

#### **c. Statement of Qualifications**

All Proposals shall provide a "Statement of Qualifications" which include:

- A transmittal letter from the responding firm indicating the firm's interest in representing HACSB and if applicable a list of the personnel that will be assigned to the elements of the contract.
- A brief history of the firm; when it was established, the principles of the firm, and members of the firm that will be providing Consultant services.
- A brief description of the responding firm's understanding of its role as HACSB's Consultant, and its approach to providing Consultant services for HACSB.
- Qualifications of all personnel that will be representing HACSB, and the amount of time they will be representing HACSB, and the role each individual will provide.
- A list of past clients, and any similar government entities represented, primarily local governments.

- List any specialties, affiliations, or expertise in certain areas that responding firm would be best suited for consulting or firm would prefer to be contracted to represent HACSB.
- Consultant firm must respond to “*Statement Regarding Legal Actions Taken Against Applicant*”.
- Firm may respond to entire consulting services or for specific issues and agendas.
- Successful consulting firm must perform all services for HACSB, and may not assign or convey all or part of this contract for the duration of the contract period.

**d. Fee Compensation**

Each proposer shall propose its fee as a firm, fixed annual fee which shall include all expenses, including travel and other costs, for the services as outlined in this RFP. The consultant’s contract, if awarded, shall include such fee and shall provide that the consultant shall invoice HACSB in equal monthly installments. Invoices shall detail services rendered during the preceding month, payable in arrears.

(Please Note that this pricing will be used for bid evaluation purposes and may be subject to negotiation with the successful contractor upon award and completion of agency-wide equipment needs assessment.)

**Submission Requirements**

Forms included within this Request for Proposal must be included with proposal, in addition to HUD form 5369-B and 5369-C. Failure to submit mandatory forms may result in rejection of the proposal.

**Collusion**

Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HACSB has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

**Disputes**

In case of any doubt or differences of opinions as to the participation sought hereunder, or the interpretation of the provisions of the RFP, the dispute process shall apply.

Contractors may appeal the recommended award, provided the appeal is in writing, contains the RFP number, is delivered to the address listed in Section II – Paragraph A of this RFP, and is submitted according to the time requirements listed below. The following shall apply to protests (unless otherwise specified, this section will use the term “protest” to also include disputes and appeals):

Solicitation: Contractors may protest a solicitation issued by HACSB. It must be received by the Director of Procurement and Contracts before the bid or proposal submittal deadline, or it will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP must be received by the Director of Procurement and Contracts no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Award RFP/RFP: Any protest against the award of a contract based on an RFP or RFP or appeal of a decision by HACSB to reject a proposal, must be received by the Director of Procurement and Contracts within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

Rejection of Bid: Any protest of a decision by HACSB to reject a bid submitted in response to an RFP must be received by the Director of Procurement and Contracts within two business days after being notified in writing of HACSB's decision, or the appeal will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision.

The decision of the HACSB shall be final and binding upon all parties.

## X. INSURANCE REQUIREMENTS

A. **Proof of Insurance**, shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors used in the performance of this contract to name HACSB as an additional insured. Following are the standard types and minimum amounts.

- General Liability**: \$1,000,000; per occurrence for bodily injury, personal injury and property damage liability; *HACSB Additional Insured* or,
- Commercial General Liability**: \$1,000,000; combined single limit bodily and property damage liability per occurrence; *HACSB additional named insured*.
- Comprehensive Automobile Liability**: \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *HACSB Additional Insured*.
- Errors and Omissions Liability**: \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$1,000,000 aggregate or,
- Professional Liability**: \$1,000,000; per occurrence and aggregate.
- Workers' Compensation**: statutory limits or,

- Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- Environmental Liability:** \$500,000; per occurrence and aggregate; *HACSB Additional Insured.*
- Owner's Liability:** 100% of insurable value of the work, Builder's Risk, Extended coverage for Vandalism and Malicious Mischief, if required; *HACSB additional named insured.*
- Fire Insurance with Extended Coverage:** 100% of insurable value of the work; Builder's Risk, Extended coverage including Vandalism and Malicious Mischief, if required; *HACSB Additional Insured.*

B. Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law.

### C. Indemnification and Insurance Requirements

#### 1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless HACSB and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HACSB on account of any claim therefore, except where such indemnification is prohibited by law.

#### 2. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming HACSB and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

#### 3. Waiver of Subrogation Rights

The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against HACSB, its officers, employees, agents, volunteers, Contractors and subcontractors.

#### 4. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by HACSB.

**5. Proof of Coverage**

The Contractor shall immediately furnish certificates of insurance to HACSB Procurement Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

**6. Insurance Review**

The above insurance requirements are subject to periodic review by HACSB. HACSB's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of HACSB. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against HACSB, inflation, or any other item reasonably related to HACSB's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

**XI. CONTRACT CONDITIONS**

**Americans with Disabilities Act**

Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

**Law of the State of California**

The resulting contract will be entered into within the State of California and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within the County of San Bernardino and the State of California shall be followed with respect to the contract.

**Contract Terms and Final Selection**

The selected company will be expected to sign the HACSB's Contract Agreement, which will specify the term of service, likely to be annually. If the selected applicant and the HACSB cannot come to terms with respect to the contract, the HACSB reserves the right to select the next most qualified applicant or to terminate this RFP and to re-issue a new RFP if no Proposer is acceptable to the HACSB.

## **EXHIBIT A – Scope of Services**

### **GENERAL INFORMATION**

HACSB seeks to retain the services of a legislative consultant for matters in which HACSB may need professional services and advocacy before the United States Congress, federal administrative agencies, executive branch agencies and departments and other entities of the United States government.

Additional services shall include but not be limited to: scheduled, extended, or special legislative sessions and meetings; federal administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services, in accordance with terms, conditions and specifications contained in the contract.

The successful proposer shall agree to be available, upon reasonable request, to meet with HACSB staff, and others as specified in order to perform the responsibilities assigned and to attend meetings with executive branch, cabinet, congressional and federal agency personnel on matters that directly or indirectly may affect HACSB.

It is expected that the successful proposer will review and understand executive agency, congressional and committee agendas in order to assist HACSB in strategically advancing its' policy and budget priorities.

Legal services of the type normally performed by attorneys are not a required part of the proposed contract and proposers need not be admitted to the practice of law.

However, HACSB will expect the consultant to understand congressional bills, laws and proposals and proposed agency rulemaking and have the ability to interpret their legal and practical implications and advise HACSB accordingly.

The services solicited under this proposal will not utilize Federal funds, and any required disclosures of what might be considered as lobbying will be submitted by HACSB if required.

### **SCOPE OF SERVICES**

Consultant(s) shall...

- Monitor, on a daily basis or as needed, legislative activity by the United States Senate and Housing of Representatives, as well as Federal agencies.
- Represent the interests of HACSB before the appropriate federal agencies, legislative committees, members of the United States House of Representatives and Senate, and the Office of the President and Vice-President.
- Act as advocates for and foster relations between HUD Headquarters staff and HACSB staff.
- Secure sponsorship of legislation and shall monitor and advocate the enactment of legislation as identified by HACSB Executive Director, Governing Board of Commissioners or Housing Commission

- Advocate against legislation not aligned with HACSB's interest as identified by HACSB Housing Commission and Governing Board of Commissioners.
- Consult with the HACSB Executive Director concerning problems and needs in order to provide informed representation in the Legislature and thereby assist in securing legislation favorable to HACSB.
- Establish and maintain close contacts among legislative committees, individual legislators and staff, public officials, trade and industrial associations, business organizations, and other housing agencies in order to educate members and to assure full communication of ideas, interests, and purposes.
- Perform research concerning proposed legislation and ordinances; analyzes tax laws and related data; prepares articles, speeches and reports on administrative and legislative problems and practices; explains or recommends action to HACSB Executive Director, Housing Commission, and Governing Board of Commissioners; informs HACSB Executive Director and Housing Commission, and Governing Board of Commissioners regarding federal governmental trends, attitudes, and programs.
- Submit a written summary report by the end of each month detailing legislative action taken during the month, status of legislative issues, anticipated action during the upcoming week, develop recommendations, suggested action plan that HACSB may implement, and updates on meetings/calls with legislative staff members or contacts regarding HACSB's priorities.
- Provide reports that may be included, but not limited to: personal briefings and information bulletins pertinent to any legislation, rules or regulations, budget issues, and other federal policies or programs that affect HACSB and its residents and program participants either directly or indirectly.
- Prepare and submit periodic written reports (at least monthly) during those months that the Congress is not in session, on issues of interest or concern to HACSB. Such information may include, but not limited to action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.
- Communicate with HACSB Executive Director and Public Relations as needed throughout the session for the purpose of updating the Board and staff on current activities and developments regarding the legislative initiatives and general matters affecting HACSB.
- Coordinate appointments/meetings/briefings between HACSB and appropriate federal officials and legislators when necessary.
- Assist HACSB in coordinating applications and obtaining federal grants. The consultant is not expected to prepare grant applications.
- Perform the scope of services as contained in the RFP. The scope of services shall not be deemed to be all-inclusive and may be changed from time to time as authorized by HACSB Executive Director.

## **HACSB TRAVEL AND EXPENSE GUIDELINES**

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All invoices shall include an itemized listing supported by copies of the original bills, invoices, expense reports and miscellaneous supporting data.

All travel submitted for reimbursement either to Los Angeles/Ontario or from Los Angeles/Ontario to other locations, shall have approval by HACSB' Project Manager/Coordinator.

Time for travel will not be reimbursed except for travel during normal business hours.

### **A. Auto Mileage**

Auto mileage will be reimbursed at the current IRS approved mileage rate.

### **B. Air Travel**

Air fares will be reimbursed based on the most direct route at coach class travel rates. Upgrading (coach to a higher class) of airline tickets will only be reimbursed when approved, and only when the business schedule requires immediate travel, and only higher class seats are available. Downgrading (exchange) of airline ticket where the Contractor receives financial or personal gain is not permitted. If a trip is postponed, reservations should be cancelled immediately.

Travel arrangements should be made as early as possible (preferably three weeks) to take advantage of advanced reservation rates.

### **C. Combining Business Travel with Personal Travel**

The Contractor's employees may combine personal travel with HACSB business only if the personal travel does not increase the cost to HACSB. Arrangement for personal travel should be handled by the Contractor's employee. HACSB will not manage personal travel.

### **D. Air Travel Insurance**

HACSB does not pay for air travel insurance.

### **E. Accommodations**

HACSB will reimburse hotel room fees at the governmental rate. HACSB may reimburse hotel room fees at the standard rate based on single room occupancy in cases where a government rate is not available. HACSB will provide a letter to the Contractor which authorizes hotels to provide rooms at a government rate. This authorization only applies to HACSB business travel.

## HACSB TRAVEL AND EXPENSE GUIDELINES (CONTINUED)

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### F. Laundry

Laundry and dry cleaning charges will only be paid if a Contractor's employee is on travel for HACSB for a period in excess of six (6) consecutive days.

### G. Entertainment

HACSB will not pay for the rental of premium channel movies, use of health club facilities or other forms of entertainment.

### H. Meals

Meals will be reimbursed based on the actual cost up to the GSA per diem rates. Receipts are required for all meals. In order to be reimbursed, meal receipts (itemized if possible) in the form of receipts, credit card receipts, or cash register tape must be submitted. HACSB will not pay for alcoholic beverages.

In lieu of itemizing meal expenses and submitting receipts, the Contractor's employees may claim the current standard GSA per diem for the County of San Bernardino, California for the duration of the travel.

### I. Telephone Usage

The Contractor's employees shall submit documentation regarding all telephone calls charged to HACSB. Documentation must include the name of the party being called and the purpose of the call. HACSB shall allow one business call upon arrival and one call prior to departure. HACSB will not pay for additional business calls unless directly related to the Contract. Personal telephone calls are not reimbursable unless the Contractor's employee is on travel for HACSB for more than three consecutive days. In this case, the cost of a call shall not exceed \$5.00 and one call is permitted every other day.

### J. Parking and Ground Transportation

Public transportation should be used whenever possible; however, if necessary, rental car expenses including gas will be reimbursed for authorized travel only. Cab fare (on a shared basis whenever possible) is reimbursable. Receipts shall be required to document all parking charges as well as other ground transportation charges.

The Contractor's employees shall rent the lowest automobile classification appropriate for the size or purpose of the group using the vehicle.

1-2 Travelers	Compact
3 Travelers	Medium/Intermediate
4-5 Travelers	Full Size/Standard Equipment
6+ Travelers	Van

The Contractor's employees must fuel rental automobiles prior to turn-in.

## **HACSB TRAVEL AND EXPENSE GUIDELINES (CONTINUED)**

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### **K. General Parking**

The Contractor's employees should take advantage of "Early Bird Parking" whenever possible. Parking expense incurred while conducting HACSB business is reimbursable.

### **L. Tolls and Fees**

Transportation related toll charges incurred while on HACSB business is reimbursable.

### **M. Baggage Handling**

Baggage handling service fees within or outside the Los Angeles/Ontario region are reimbursable at standard reasonable rates.

### **N. Other Business Expenses**

Supplies, equipment rental reprographics, and facsimile related expenses may be reimbursed when traveling on HACSB business. Such expenses shall be billed at cost.

### **O. Non-Allowable Expenses**

HACSB will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health club facilities, movies in hotels, personal items, charitable contributions, etc.

### **P. Other Source of Information**

Information not addressed herein regarding the allowability of cost reimbursement expenses is contained in the Federal Acquisition Regulations.

**Exhibit B - PROPOSAL PRICING FORM**

Proposal: **Legislative Consultant Services Provider PC943**

Vendor Name: \_\_\_\_\_

To: The Housing Authority of the County of San Bernardino  
 715 E. Brier Drive  
 San Bernardino, CA 92408

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications, if any thereto, hereby proposes to furnish all labor, materials, equipment and services required to provide such service(s) described in the scope of work in accordance therewith, for the sum of:

Total cost to provide Legislative Consultant as specified in scope of work of this proposal.	
Grand Total	\$ _____
Estimated # of hours to complete tasks per year.	_____ hours per year
Additional hours at (hourly rate)	\$ _____ per hour

(Please Note that this pricing will be used for bid evaluation purposes and may be subject to negotiation with the highest rated proposer –based on agency needs and budget constraints)

**NOTE: To be considered responsive to the RFP, the Respondent must complete and submit the enclosed “PROPOSAL PRICING FORM” with their submission. RFP submissions that do not contain a completed “PROPOSAL PRICING FORM” will be deemed not responsive and may be removed from further consideration.**

2. In submitting this proposal it is understood that the right is reserved by the Housing Authority of the County of San Bernardino to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract/agreement in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to him for signature.

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

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (Official Address)

\_\_\_\_\_  
 (By)

\_\_\_\_\_

\_\_\_\_\_  
 (Title)

\_\_\_\_\_

\_\_\_\_\_  
 (Telephone Number)

**STATEMENT REGARDING LEGAL ACTIONS TAKEN AGAINST APPLICANT**

Each applicant will certify that it and its principals:

- 1. Are not presently debarred, suspended, and proposed for debarment, declared ineligible, or sentenced to a denial of Federal or State benefits.

AGREE \_\_\_\_\_ DISAGREE \_\_\_\_\_

2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or entered into a settlement agreement, consent decree, or similar arrangement regarding the above; or currently under investigation for any of the above.

AGREE \_\_\_\_\_ DISAGREE \_\_\_\_\_

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

AGREE \_\_\_\_\_ DISAGREE \_\_\_\_\_

If you **disagree** with any of the above Statements, provide a written explanation as to why you are unable to certify to the Statement.

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

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Official Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone Number)

## EXHIBIT C - Contact Information Form

To: Angie Lardapide, Procurement Officer  
Email: [procurement@hacsb.com](mailto:procurement@hacsb.com)

This email is to acknowledge that we are in receipt of RFP #PC943 – Legislative Consulting Services and have noted our intention to submit a proposal.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact/Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### I PLAN TO SUBMIT A PROPOSAL.

- Yes, I will be submitting a proposal.  
 Maybe, I need to research and get more information (contact HACSB-information listed above)

### NO BID. Indicate *any* of the following. We:

- Do **NOT** desire to be retained on the vendor list.  
 Desire to be retained on the vendor list, but decline to bid based on the following:  
 Cannot comply with specifications/scope of work, Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
 Cannot meet delivery requirements, Explain: \_\_\_\_\_  
\_\_\_\_\_  
 Do not regularly provide this type of product/service  
 Other, Explain: \_\_\_\_\_  
 Please update my information as listed above.

### HOW YOU FOUND OUT ABOUT THE BID. Indicate *any* of the following. We:

- Checked the agency website  
 Received notice by fax or e-mail  
 Newspaper Ad, please list paper: \_\_\_\_\_  
 Trade Publication, please list: \_\_\_\_\_  
 Plan Room, please list: \_\_\_\_\_  
 Public Purchase: \_\_\_\_\_  
 Other, Explain: \_\_\_\_\_

**Exhibit D - CURRENT CLIENT REFERENCES (required)**

*Submit this form with the BID, failure to do provide may be grounds for disqualification.*

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Bidder's Company Name \_\_\_\_\_  
Legal Structure (corp./partner/proprietor) \_\_\_\_\_  
Principle Office Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Phone Number & Fax Numbers \_\_\_\_\_  
Email \_\_\_\_\_  
Federal Employer Identification Number \_\_\_\_\_  
Title of Person Authorized to Sign \_\_\_\_\_  
Print Name of Person Authorized to Sign \_\_\_\_\_  
Date Signed and Authorized Signature \_\_\_\_\_

## EXHIBIT E - CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Proposer shall provide immediate written notice to the HACSB Director of Procurement and Contracts if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the HACSB government, the HACSB Director of Procurement and Contracts may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that is has no record of recent unsatisfactory performance with HACSB, during the past twenty-four (24) months at a minimum.

**Printed Name of  
Representative:**

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**Title:**

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**Signature:**

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**Date:**

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**Exhibit F**

**Certifications & Representations of Offerors Non-Construction Contract**  
**HUD Form: 5369C**

# Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  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.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA 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.

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

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

- (a)  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.
- (b)  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.
- (c)  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.

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/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
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/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)(1) through (a)(3) above; or
- (2) (i) 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)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) 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)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(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 HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. 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 my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Signature & Date:

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Typed or Printed Name:

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Title:

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**Exhibit G**

Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of  
Housing and Urban Development  
HUD Form: 51915-A

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

OMB Approval No. 2577-0157 (exp.1/31/2017)

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**Contract Provisions Required by Federal Law  
or Owner Contract with the  
U.S. Department of Housing and Urban Development**

# Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

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

OMB Approval No. 2577-0157  
(exp. 1/31/2017)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

## 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (F) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235), the Design Professional shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, 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 from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee 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.

1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

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

C. The 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.

D. 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.

E. 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.

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

G. Reserved.

H. Reserved.

1.13 Reserved.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

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1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the 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 (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.