



HOUSING

AUTHORITY OF THE  
CITY OF SANTA BARBARA

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September 6, 2024

**REQUEST FOR PROPOSAL FOR LEGAL SERVICES  
FOR PROCESSING TENANT EVICTION AND UNLAWFUL DETAINER ACTIONS**

Dear Interested Parties:

The Housing Authority of the City of Santa Barbara (HACSB) is currently requesting proposals from qualified law firms for the processing of tenant evictions and unlawful detainer actions.

HACSB currently owns and manages over 1400 affordable housing rental units in Santa Barbara consisting of low-income seniors, disabled persons, chronically homeless persons, families, former foster youth, and workforce households. We are seeking a firm that will provide expertise in legal guidance and representation regarding tenant and leasing issues while also assisting our agency in crafting lawful solutions that are in keeping with our mission to work with our tenants and avoid eviction whenever possible.

Proposals shall be prepared in accordance with the attached instructions and will be evaluated by the Housing Authority as specified in the Evaluation of Proposals portion of the RFP.

Proposals are due no later than **4:00 PM (PST) ON MONDAY OCTOBER 7, 2024.** Please refer to our website for any updates or changes to this Request for Proposals.

You may contact the undersigned at (805) 897-1026 or [thood@hacsb.org](mailto:thood@hacsb.org) if you have any questions regarding submission.

Sincerely,

HOUSING AUTHORITY OF THE  
CITY OF SANTA BARBARA

Tonie Hood  
Housing & Property Management Supervisor



## **REQUEST FOR PROPOSALS**

LEGAL SERVICES FOR PROCESSING TENANT EVICTION AND UNLAWFUL DETAINER ACTIONS

**Prepared by the Housing Authority of the City of Santa Barbara**

808 Laguna Street  
Santa Barbara, CA 93101  
(805) 965-1071 (voice)  
(805) 564-7041 (fax)

Website: [www.hacsb.org](http://www.hacsb.org)

**Proposals due no later than**

**4:00 PM Monday, October 7, 2024**

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## **INTRODUCTION**

The Housing Authority of the City of Santa Barbara (HACSB) currently owns and manages over 1400 affordable housing rental units in Santa Barbara, ranging in size from studio to 5 bedrooms. These units are funded through a variety of federal, state, local, and private resources and the programs include HUD/Rental Assistance Demonstration (RAD), non-HUD, HOME funds, the Low-Income Housing Tax Credit (LIHTC) Program, Section 8 Housing Choice Voucher Program, and HCD Mobile Home Residency. All units operated by HACSB are to varying degrees, subject to the Department of Housing and Urban Development (HUD) regulations.

HACSB's client population consists of low-income seniors, disabled persons, chronically homeless persons, families, former foster youth, and workforce households. Based upon the specific program utilized, rents may be subsidized or unsubsidized. In addition to providing safe, quality, and affordable housing, the HACSB mission and practice is to go beyond the customary demands of a rental property landlord. Through our policies and programs and our collaboration with local social service agencies, HACSB strives to address and resolve tenant issues and avoid eviction whenever possible.

HACSB is soliciting written proposals from attorneys or law firms (the firm) for legal services to process tenant evictions and unlawful detainer actions and to provide legal guidance and representation regarding tenant and leasing issues.

## **STATEMENT OF WORK**

Under HACSB's direction, the successful firm will be responsible for filing and following through on unlawful detainer actions, including tenant and attorney negotiations, court stipulations, writs of possession and sheriff lockouts. The firm will also be responsible for assisting HACSB in evaluating the legal implications of eviction cases and assisting HACSB in protecting its interests.

## **SPECIFIC TASKS**

1. Author, review, and serve (as needed) various notices of eviction
2. Assist with tenant/attorney negotiations and eviction settlements
3. Author, file, and monitor court stipulations
4. Coordinate service and execution of writs of possession with the Sheriff's Department
5. Prepare cases and provide legal representation in civil court
6. Interpret legal procedure and documentation and advise HACSB of appropriate action
7. Provide HACSB with weekly status reports of active cases via email

## **PROPOSAL FORMAT**

Proposals must include the following:

### **1. Letter of Interest**

- a. Discussing the firm's approach to the scope of services
- b. Outlining the firm's experience with litigating eviction and unlawful detainer actions, specifically in conjunction with federally assisted housing
- c. Outlining the firm's experience with Fair Housing and ADA case law
- d. Discussing any relevant community involvement by the firm; specifically, with the low income, homeless, or mentally ill community

### **2. Technical Proposal**

- a. **Proposed Fee:** Include a fee schedule with the hourly billing rates of proposed staff and a maximum price for the completion of the Specific Tasks. Fees for work beyond the Specific Tasks listed in this proposal will be negotiated as additional task orders based upon agreed hourly rates. Task orders will contain detailed descriptions of the services to be provided and a maximum price for each task. Any changes to the task orders will be negotiated and approved in the form of a "change order".

### **3. Organization, Support and Experience**

- a. Organization chart, assignment, and hourly billing rates of key staff with their responsibilities, including sub-consultants
- b. Key personnel listing and resumes
- c. Recent legal report and/or bank references
- d. Recommendations and References
- e. Availability

## **AWARD OF CONTRACT**

The Award of Contract will be composed of the proposal evaluation and recommendation to the HACSB Board of Commissioners for approval.

**PROPOSAL EVALUATION:**

The proposals will be evaluated using the following:

No.	Criteria	Points
1	Client and professional references (at least 3).	Mandatory
2	Certified statement that the respondent or any member of the respondent’s proposed staff on this project, is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.	Mandatory
3	Evidence of respondent’s: a) General knowledge of Fair Housing and ADA regulations b) Knowledge of local housing and community issues in Santa Barbara, California.	25
4	Evidence of respondent’s experience and expertise within each of the areas: a) Affordable housing programs and HUD regulations b) Mobile Home Residency Law b) Eviction and unlawful detainer actions c) Negotiating settlements including court stipulations d) Litigation in civil court, e.g. preparing for trial, jury selection, filings, etc.	45
5	HCD Mobile Home Residency Law	5
6	Fee schedule for the Specific Tasks and hourly rates of proposed Staff.	15
7	Section 3	10
	<b>Total</b>	<b>100</b>

**SELECTION PROCESS AND FEE SCHEDULE**

The purpose of this RFP is to solicit proposals so that HACSB may, from among a range of proposals, select an offer of services that best meets its needs and requirements. It is further desired that the RFP process will ensure cost competitiveness among respondents. HACSB urges all interested parties to carefully review the requirements of this RFP. Written proposals containing the requested information will serve as the primary basis for final selection. HACSB may, at its sole discretion, interview any number of respondents prior to selection and has the right to accept or deny any or all proposals.

All proposals will be reviewed by HACSB based upon the evaluation criteria contained in this RFP. HACSB will select the top firm based upon its proposals and ranking, the results of reference checks, the fee proposal (not necessarily the lowest pricing) and the effectiveness of the presentation for those in the competitive range during the interview process. If a selection is not made through the initial review process, HACSB may elect to interview its top choices of firms in order to determine which firm will provide the best services to meet its needs.

To ensure that economic opportunities will be provided to low and very low-income persons, Section 3 of the Housing and Urban Development Act of 1968 requires public agencies using HUD funds, as well as their contractors and subcontractors, to make a good faith effort to provide opportunities for employment, job training, and contracting residents of HUD Housing, Section 8 participants or “low-income” individuals residing in the area of jurisdiction. This contract is subject to the requirements of Section 3 of the HUD Act. HACSB reserves the right to conduct negotiations with one or more respondents if, in the sole opinion of HACSB, that method will provide the greatest benefit to HACSB.

HACSB anticipates the selection of a legal consultant based on the following schedule:

**Procurement Schedule**

Date	
Friday, September 6, 2024	RFP issued and available
Friday, September 20, 2024	Final day to submit written questions via email
Thursday, September 26, 2024	HACSB issues responses to questions
Monday, October 7, 2024	Proposals due by 4:00 pm PST
Monday, October 21, 2024	Selection of top ranked firm

**WRITTEN QUESTIONS:**

Only written questions received via email by HACSB no later than **3:00PM on Friday, September 20, 2024** will be addressed. Any question or answer that materially impacts the information contained in the RFP will be clarified by a written addendum or amendment, which will be sent to all that initially received the RFP. If an addendum or amendment materially impacts the information in the RFP and there is not enough time for an adequate response, the submission date for the proposals will be extended.

**Questions should be addressed as follows:**

Tonie Hood, Housing & Property Management Supervisor  
Housing Authority of the City of Santa Barbara  
Phone (805) 897-1041  
Email: [thood@hacsb.org](mailto:thood@hacsb.org)

**PROPOSAL SUBMISSION:**

**All responses to this Request for Proposals must be submitted no later than 4:00 PM on Monday, October 7, 2024.**

To facilitate evaluation, please email the complete proposal as a single pdf entitled “RFP Legal Services” to the following individual:

**Tonie Hood, Housing & Property Management Supervisor**  
**Housing Authority of the City of Santa Barbara**  
email: [thood@hacsb.org](mailto:thood@hacsb.org)

Proposals should include a title page listing a contact person, mailing address, email address, phone and fax numbers, the submission date of the proposal, and agency federal tax I.D. number.

Proposals received later than the date and time specified above will not be considered.



# Instructions to Offerors Non-Construction



## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

## 7. Contract Award

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

(b) The HA may

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

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

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

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

## 8. Service of Protest

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

## 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Section 3

Economic Opportunities for Low Income Individuals

Bid Compliance Packet

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**POLICY FOR THE AWARD OF CONTRACTS  
IN ACCORDANCE WITH SECTION 3 MANDATES**

**HOUSING AUTHORITY  
CITY OF SANTA BARBARA**

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, requires that economic opportunities generated by HUD financial assistance for housing (including Public and Indian housing) and Community Development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of governmental assistance for housing, and to businesses that provide economic opportunities for those persons.

In accordance with 24 CFR Part 135 of this Act, it is the policy of the Housing Authority of the City of Santa Barbara (herein referred to as "the Housing Authority") to provide to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects within the City of Santa Barbara. In an effort to demonstrate active solicitation of Section 3 participation, it is the policy of the Housing Authority to require each bidder to submit answers to the following questions, in order to help the Housing Authority determine Section 3 eligibility.

Section III ("Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns") of 24 CFR Part 135 instructs that preference in the award of Section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (Section 3 business concerns and Non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid:

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is less than \$100,000:            10% of that bid, or \$9,000

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000:    9% of that bid, or \$16,000

At least \$200,000, but less than \$300,000:    9% of that bid, or \$21,000

At least \$300,000, but less than \$400,000:    6% of that bid, or \$25,000.

At least \$400,000, but less than \$500,000:    5 % of that bid, or \$40,000

At least \$500,000, but less than \$750,000:    4% of that bid, or \$60,000

At least \$1 million, but less than \$2 million 3% of that bid, or \$90,000

At least \$2 million, but less than \$4 million 2% of that bid, or \$105,000

At least \$4 million, but less than \$7 million    2% of that bid, or \$105,000

\$7 million or more 1 ½ % of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a Section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(iii) Professional Services: Procurement under the competitive proposals method (Request for Proposals "RFP") where the Section 3 covered contract is to be awarded based on factors other than price, an RFP shall be issued with a rating system for the assignment of points to evaluate the merits of each proposal.

### **Section 3 Clause**

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 or 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. 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 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## Housing Authority of the City of Santa Barbara

### Contractor efforts in achieving to the “Greatest Extent Feasible” Section 3 Compliance

#### Preference for Section 3 residents in training and employment opportunities:

Contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the following order of priority:

1. Residents of the housing development or developments for which the Section 3 covered assistance is expended
2. Residents of other housing developments managed by the HA that is expending the Section 3 covered housing assistance
3. Participants in HUD Youth-build programs being carried out in the metropolitan area ( or nonmetropolitan county) in which the Section 3 covered assistance is expended
4. Low income Santa Barbara Residents that meet the income eligibility guideline for low or very low total family income per the table below:

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Below:	Below:	Below:	Below:	Below:	Below:	Below:	Below:
\$91,200	\$104,250	\$117,300	\$130,350	\$140,800	\$151,250	\$161,600	\$172,050

#### A Section 3 business concern is defined as:

1. 51 percent or more owned by Section 3 residents; or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. Provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of a Section 3 business concern.

#### Here is one example of how Section 3 is supposed to work:

Let’s say the Housing Authority wants to build a playground and a new child care center. The Housing Authority wants to find an outside company (called a “contractor”) to do all the work. The contractor will need to hire 10 new people in order to complete the work. Section 3 says that 30% of all new hires have to be Section 3 residents. In this case, the contractor would have to hire **three Section 3 residents in order to comply with Section 3**. The other **seven** people can be anyone else they want to do the work. This is just one example.

#### Contractor Strategic Plan in achieving Section 3 Compliance:

All contractors selected for the contract award shall be required to submit a Section 3 Strategic Plan. The Section 3 Strategic Plan shall be on their firm’s letterhead and explain the efforts they intend to make to comply with Section 3. For example, efforts may include conducting outreach for prospective workers at Housing Authority complexes and contacting local employment agencies to recruit workers that meet the low or very low income status requirements. Additionally, selected contractors shall be required to complete an Estimated Project Work Force Form (refer to Page 4 of this packet).

## ESTIMATED PROJECT WORK FORCE

PROJECT NAME: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

Category/List Specific Job Title	Number of positions needed	Total number of staff currently on payroll	Number of *HACSB Section 3 resident	Number of *Low Income Residents of the City of Santa Barbara	Number of new positions to be filled	Hiring goal number for *HACSB Section 3 Residents	Hiring goal number for *Low Income Section 3 Residents of the City of Santa Barbara

\* HACSB = Housing Authority city of Santa Barbara

\* Low Income Section 3 Resident = Low Income Santa Barbara Residents that meet income eligibility guidelines as listed on page 3

THE HOUSING AUTHORITY CITY OF SANTA BARBARA  
SECTION 3 ELIGIBILITY QUESTIONNAIRE

The Department of Housing and Urban Development, Federal Register Part VI, 24 CFR part 135 and Subtitle A et. al Economic Opportunities for Low and Very Low Income Persons, Interim and Final Rules, directs Public Housing Authorities to award contracts to Section 3 business concerns in the following order of priority:

Category 1 Business:

(i) Business concerns that are 51% or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended OR whose full-time, permanent work force includes 30% of these persons as employees.

Yes	No	Q-1: Is at least 51% of your business owned by residents of the housing development or developments for which the Section 3 covered assistance is expended?
Yes	No	Q-2: Is your full-time, permanent work force composed of a minimum of 30% of those persons as employees?

Category 2 Business:

(ii) Business concerns that are 51% or more owned by residents of other housing developments or developments managed by the Housing Authority that is expending the Section 3 covered assistance, OR whose full-time permanent work force includes 30% of these persons as employees.

Yes	No	Q-3: Is at least 51 % of your business owned by residents of other housing developments or developments managed by the Housing Authority that is expending the Section 3 covered assistance?
Yes	No	Q-4: Is Your full-time permanent work force composed of at least 30% of these persons as employees?

Category 3 Business:

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended.

Yes	No	Q-5: Does your business currently participate in a HUD Youthbuild program (a program which receives assistance under subtitle D of Title IV of the National Affordable Housing Act as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provides disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low-and very low income families) now being carried out in the metropolitan area (or non- metropolitan county) in which the Section 3 covered assistance is expended?
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Category 4 Business:

(iv) Business concerns that are 51% or more owned by Section 3 residents that reside in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is a low income resident or whose permanent, full-time workforce includes no less than 30% of these residents or that subcontract in excess of 25% of the total amount of subcontracts to business concerns that meet Section 3.

Yes	No	Q-6: Is at least 51% of your business owned by Section 3 residents (low or very low income persons from the metropolitan area or non-metropolitan county who are not public housing residents of the Housing Authority expending section 3 funding)?
Yes	No	Q-7: Is your permanent, full time workforce made up of a minimum of 30% Section 3 residents?
Yes	No	Q-8: Are a minimum of 25% percent of your subcontracts awarded to Business Concerns identified as Category 1 or 2 Businesses?

I, \_\_\_\_\_ having read and answered all questions contained above, do hereby  
(Name)  
certify that to the best of my knowledge the information provided as it pertains to \_\_\_\_\_  
(Name of Business)

is accurate and true.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**CONFIDENTIAL**

**THE HOUSING AUTHORITY OF THE CITY OF SANTA BARBARA**

**SECTION 3 – RESIDENT/EMPLOYEE/APPLICANT ELIGIBILITY CERTIFICATION**

The Housing Authority of the City of Santa Barbara, in accordance with Section 3 of the Housing and Urban Development Act of 1968, requires its contractors and sub-contractors (including professional service contracts) to direct their efforts toward providing training and employment opportunities to low and very low-income persons, and particular those who are recipients of government housing assistance. Therefore, HUD directs the Housing Authority of the City of Santa Barbara to give preference to contractors who can demonstrate a reasonable level of success in the recruitment, employment, and utilization of Housing Authority Residents and other low and very low-income persons.

In order for the Housing Authority to make this determination, your employer is required to verify that these goals have been implemented in hiring practices. If you live in a property owned by the Housing Authority of the City of Santa Barbara, (HACSB) are a Section 8 Participant of HACSB, or live in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended, and are considered a low or very low-income individual, AND wish to assist your employer in documenting compliance with the goals of Section 3; we ask that you provide the following information: **YOUR RESPONSE IS VOLUNTARY. IF YOU DO NOT WISH TO SUBMIT THIS INFORMATION, YOUR TERMS OF EMPLOYMENT WILL NOT BE AFFECTED.**

Because the following questions are personal in nature, your answers will be treated with strict confidentiality. Thank you for your assistance.

Name of Employer \_\_\_\_\_

Name: First \_\_\_\_\_

Middle \_\_\_\_\_

Last \_\_\_\_\_

Street Address \_\_\_\_\_

1. Please CHECK ONE of the following:

<input type="checkbox"/>	Public Housing Resident
<input type="checkbox"/>	Section 8 Participant
<input type="checkbox"/>	Low-Income Santa Barbara Resident

\*To qualify as a Low Income Resident, your **TOTAL FAMILY INCOME must not exceed the following amounts per household listed on the table below.**

2. If you have indicated that you are a Low Income City Resident, please indicate which category your TOTAL HOUSEHOLD INCOME falls into:

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Below: \$78,350	Below: \$89,550	Below: \$100,750	Below: \$111,900	Below: \$120,900	Below: \$129,850	Below: \$138,800	Below: \$147,750

I certify that the statements made on this sheet are true, complete and correct to the best of my knowledge and belief, and made in good faith.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PROTEST PROCEDURE:

The Housing Authority of the City of Santa Barbara desires to offer to concerned parties, a procedure whereby complaints alleging non-compliance with the Section 3 Statute can receive a prompt and equitable hearing and resolution. Protests surrounding the Housing Authority Section 3 program may be submitted in writing to the following person hereby designated as the Section 3 Coordinator.

Section 3 Coordinator  
HOUSING AUTHORITY OF THE  
CITY OF SANTA BARBARA  
808 Laguna Street  
Santa Barbara, CA 93101  
(805) 965-1071

All complaints of non-compliance with the Section 3 Statute shall conform to the following requirements:

Complaints shall be filed in writing, and shall contain the name, address, and phone number of the person filing the complaint, and a brief description of the alleged violation of the regulations.

Complaints shall be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.

An investigation as may be appropriate will follow the filing of a complaint. The investigation will be conducted by the Housing Authority Section 3 Coordinator. The rules contemplate information, but thorough investigations, affording all interested persons and their representatives, if any, and to submit testimony and/or evidence as may be available and relevant to the complaint.

Written documentation as to the validity of the complaint and a description of the findings or resolution, if any, will be issued by the Section 3 Coordinator no later than thirty (30) days after the filing of a complaint.

In cases where concerned parties wish to have its complaint considered outside of the Housing Authority, a complaint may be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, 451 Seventh Street, SW, Washington D.C., 20410. A complaint must be received not later than 180 days from the date of the action or omission upon which the complaints are based, unless the time for filing is extended by the Assistant Secretary for good cause shown.



## SECTION 2 ENVIRONMENT/STANDARDS OF CONDUCT

### 2.1. STANDARDS OF CONDUCT

Effective Date: 4/19/06

Revision Date: 3/6/24

HACSB wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity and value for all of its employees. Every employee has a shared responsibility in creating a quality and positive work environment. All employees are expected to follow HACSB rules and to refrain from conduct that is detrimental to our goals or professional standards.

While not intended to list *all* the forms of behavior that are considered unacceptable in the workplace, the following are examples of prohibited conduct that may result in disciplinary action, up to and including termination of employment:

- Violation of the policies and procedures set forth in this Manual or of any rule, practice, procedure, policy or management directive set or stated by the Agency at any time;
- Unsatisfactory work performance or conduct;
- Working under the influence of alcohol, marijuana, or controlled substances or the manufacture or the possession, distribution, sale, or purchase of alcohol, marijuana, or controlled substances in the workplace (Refer to Section 2.6 Drug Free Workplace Policy);
- Fighting or threatening violence in the workplace (Refer to Violence Prevention Plan outlined in HACSB Safety Manual);
- Possession or custody of weapons or firearms;
- Excessive tardiness or absenteeism, or failure to report to work without any notification to the Supervisor;
- Sexual or other prohibited harassment, bullying, discrimination (Refer to Section 2.2 Harassment Free Workplace Policy and Section 2.3 Equal Employment Opportunity Policy)
- Prohibited retaliation (refer to section 2.5 No Retaliation Policy)
- Insubordination or other disrespectful conduct;
- Violation, or general neglect of, safety rules and procedures (Refer to HACSB Safety Manual);
- Theft or destruction of HACSB property;
- Dishonesty;
- Falsification of a timecards, expense reports, employment related documents, and HACSB business related records;
- Blatant disregard for HACSB policies, procedures and regulations pertaining to work activities;
- Conduct that can negatively affect the Agency's credibility or services;
- Unauthorized disclosure of confidential information;
- Smoking or vaping in the workplace (i.e. inside HACSB buildings);
- General neglect of job duties; and

- Failure to promptly report a criminal conviction, or to the extent allowed by law, an arrest for which the employee is currently out on bail or out on their own recognizance as required by Policy 2.1.1 Disclosure of Certain Criminal Convictions and/or Arrests.

Engaging in concerted protected activity is permitted by law and will not by itself result in disciplinary action or termination. Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other federal, state or local law to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time

## **2.2. HARASSMENT-FREE WORKPLACE**

Effective Date: 10/4/06

Revision Date: 3/6/24

### **Policy Statement**

HACSB is committed to providing a professional and respectful work environment that is free of harassment of any kind. HACSB employees are expected to pursue their responsibilities guided by a strong commitment to basic ethical principles, professional codes of conduct, and our policy prohibiting harassment. HACSB strictly prohibits sexual harassment (which includes harassment based on sex, sex stereotype, gender, pregnancy, childbirth or related medical condition including breast feeding, sexual orientation, gender, gender identification and expression, transgender status, transitioning employees), as well as harassment based on other factors such as race (including protective hairstyles and hair texture), religion (including religious belief, observance, dress or grooming practices), creed, color, age (40 years or over), physical or mental disability, medical condition (including cancer), genetic characteristics, genetic information, family care, reproductive health decision-making, marital status, registered domestic partner status, enrollment in any public assistance program, status as military, or as a veteran or as a qualified disabled veteran, status as an unpaid intern or volunteer, ancestry, citizenship, national origin, protected medical leaves (including a request for or approval of leave under applicable leave of absence laws), domestic violence victim status, political affiliation, reproductive health decision-making, use of cannabis while off-duty and away from the workplace, or any other classification protected by law ("Protected Characteristics"). HACSB also prohibits harassment based on the perception that anyone has any of those Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics. All such harassment is unlawful and those found to have violated this policy may be held personally liable for their actions.

For purposes of national origin harassment, improper and unlawful conduct includes, but is not limited to, harassment based upon an employee's, volunteer's, intern's or applicant's (or that individual's ancestors') actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group, marriage to or association with persons of a national origin group, tribal affiliation, membership in or association with an organization identified with or seeking to promote the interests of a national origin group, attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group, and a name that is associated with a national origin group, possessing a driver's license issued under Vehicle Code § 12801.9, or any other characteristic protected by law.

HACSB strongly disapproves of and will not tolerate harassment against employees or clients by its employees, representatives or contractors. HACSB will also not tolerate any harassment or bullying of, or by, non-employees with whom HACSB has a business, service or professional relationship or

any outside persons in contact with our employees or contractors. HACSB will take action as it deems reasonably necessary to prevent, correct, and discipline behavior which violates this policy.

### **Scope**

This policy applies to all HACSB employees, volunteers, unpaid and paid interns, commissioners, current or potential clients, residents, and employer agents such as temporary workers, consultants, independent contractors, and vendors. Each one of these individuals has the responsibility to maintain a workplace free of harassment and of any form of offensive conduct. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and HACSB business related social events.

### **Definitions of Harassment**

*Sexual harassment:* Sexual harassment is illegal discrimination and includes any *unwelcome* sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature which meets any one of the following criteria:

- Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment, whether or not the term or condition results in direct economic consequences; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the employee or the individual whether or not the term or condition results in direct economic consequences; or
- The conduct has the purpose or effect, intentionally or unintentionally, of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment. Such conduct need not be directed at a particular employee. Sexual harassment may also occur where third parties are denied benefits or opportunities because of the existence of a sexual relationship or the existence of a hostile, intimidating or offensive environment.
- Sexual harassing conduct need not be motivated by sexual desire.

Sexual harassment may include a range of subtle to blatant behaviors and may involve individuals of same sex or gender as well as those of differing sexes or genders. Depending on the circumstances, these behaviors may include but are not limited to:

- Unwanted sexual advances or request for sexual favors;
- Continuing to express personal interest in an individual after being informed the interest is unwelcome;
- Instances where submission to or rejection of forms of sexual conduct is used as the basis of an employment decision or as a condition of employment;
- Sexual jokes, language and innuendo;
- Physical conduct such as leering, obscene gestures, unwanted touching, blocking normal movement, or assault;
- Comments, e-mails, letters or other communication which is suggestive or contains sexual implications;
- Display or circulation in the workplace of sexually suggestive objects, symbols or pictures
- Sexual harassment may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

*Unlawful Harassment:* Harassment on the basis of any other protected characteristic is also strictly prohibited. Unlawful harassment includes verbal, physical and visual conduct (both subtle and overt) which ridicules, demeans or shows hostility toward another individual because of the individual's Protected Characteristics (as defined above).

Prohibited unlawful harassment includes, but is not limited to the following unacceptable types of behaviors:

- Verbal conduct such as epithets or slurs, derogatory jokes or comments, offensive stereotypes, use of obscene language or profanity
- Threatening, intimidating, or hostile acts
- Display or circulation of written or graphic material that is derogatory or shows hostility or aversion toward an individual or group

All such behavior is unacceptable and will not be tolerated. It is no defense to a claim of harassment that the alleged harasser did not intend to harass. In determining whether a harassing work environment has been created, the standard to be applied is the victim's perspective, as long as that perspective is reasonable for a similarly situated person in the victim's circumstances.

*Workplace Bullying:* Bullying in the workplace will also not be tolerated. Bullying is defined as repeated intentional and malicious behaviors by an employer or employee at the workplace, directed at an employee, that is intended to degrade, humiliate, embarrass, or otherwise undermine the employee's performance in a manner unrelated to legitimate business interests. It may include verbal abuse (such as repeated derogatory remarks, insults or epithets), offensive conduct or behaviors which a reasonable person would find to be threatening, humiliating or intimidating. It may also include work interference, gratuitous sabotage or undermining of a person's work performance without legitimate business purpose. A single act does not constitute abusive conduct unless it is especially severe or egregious. Concerns of bullying may be reported in the same manner as unlawful harassment.

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises, such as a business trip or business-related social function. This rule is intended to protect our employees from all forms of abusive behavior in the workplace. Engaging in concerted protected activity is permitted by law and will not by itself result in disciplinary action or termination.

### **Training and Prevention**

HACSB will take all reasonable steps to prevent harassment, discrimination, retaliation and bullying from occurring and to ensure that employees are familiar with this policy. As part of its commitment towards the prevention of harassment discrimination, retaliation and bullying, HACSB will provide harassment, discrimination, retaliation and bullying prevention training within six months of hire (or promotion to a management position) and at least every two years thereafter for its employees and any other individuals deemed appropriate by the Executive Director/CEO, and requires that all employees participate in such training. Harassment, discrimination, retaliation and bullying prevention training for supervisory employees shall also include training on how to prevent harassment and "abusive conduct" and how to respond to complaints of harassment, discrimination, retaliation and bullying. In an effort to prevent harassment, discrimination, retaliation and bullying by independent contractors, HACSB will incorporate its policy against harassment, discrimination, retaliation and bullying as a non-discrimination provision in all contracts.

## **2.3. EQUAL EMPLOYMENT OPPORTUNITY**

Effective Date: 4/19/06

Revision Date: 3/6/24

### **Policy Statement**

HACSB is committed to the principles of equal employment opportunity and makes employment decisions based upon job-related requirements including merit, ability and qualifications. HACSB

strictly prohibits and will not tolerate discrimination against anyone on the basis of race (including protective hairstyles and hair texture), religion (including religious belief, observance, dress or grooming practices), creed, color, sex, sex stereotype, pregnancy, childbirth or related medical conditions (including breast feeding), age (40 years or over), sexual orientation, gender, gender identification and expression, transgender status, transitioning employees, physical or mental disability, medical condition (including cancer), genetic characteristics, genetic information, family care, reproductive health decision-making, marital status, registered domestic partner status, enrollment in any public assistance program, status as military, or as a veteran or as a qualified disabled veteran, status as an unpaid intern or volunteer, ancestry, citizenship, national origin, protected medical leaves (including a request for or approval of leave under applicable leave of absence laws), domestic violence victim status, political affiliation, reproductive health decision-making, use of cannabis while off-duty and away from the workplace or any other classification protected by law (“Protected Characteristics”). HACSB also prohibits discrimination based on the perception that anyone has any of those Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics.

We will not tolerate discrimination by any employee (including supervisors, managers or co-workers), volunteer, intern, or independent contractor of the HACSB, or by any outside persons in contact with our employees, volunteers, interns, and independent contractors (including our customers, potential customers, vendors, delivery persons, etc.). HACSB recognizes and values the diversity of each employee, applicant and client. HACSB expects that all relationships amongst persons engaged in work for HACSB will be professional and free of discrimination, bias or prejudice. It is the intention of HACSB to take whatever action may be needed to prevent, correct, and, if necessary, discipline behavior which violates this policy. The Executive Director/CEO shall have overall responsibility for the implementation of HACSB’s Equal Employment Opportunity policy and is designated as HACSB’s Section 504/ADA Coordinator.

For purposes of national origin discrimination, improper and unlawful conduct includes, but is not limited to, an employee’s, volunteer’s, intern’s or applicant’s (or that individual’s ancestors’) actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group, marriage to or association with persons of a national origin group, tribal affiliation, membership in or association with an organization identified with or seeking to promote the interests of a national origin group, attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group, and a name that is associated with a national origin group, possessing a driver’s license issued under Vehicle Code § 12801.9, or any other characteristic protected by law.

### **Scope**

Our equal employment opportunity (EEO) policy applies to all employees, volunteers and paid and unpaid interns as well as all areas of employment including but not limited to: recruitment and hiring, compensation and benefits, training and development, promotions and transfers, safety programs, employee discipline and termination. This commitment applies to all persons involved in operations at HACSB and prohibits unlawful discrimination by any employee at HACSB.

### **Americans with Disabilities Act (ADA)/Fair Employment and Housing Act (FEHA) Reasonable Accommodation**

HACSB’s Section 504/ADA Coordinator is responsible for promoting and ensuring equal opportunity for individuals with disabilities in all HACSB programs, activities and services and overseeing HACSB’s compliance with the ADA and FEHA, Section 504 and HUD’s implementing regulations (HACSB’s Section 504 Plan and Housing Policies for each program should be consulted for further information regarding HACSB’s Section 504 guidelines and procedures).

As part of our Equal Employment Opportunity commitment, HACSB will comply fully with all applicable provisions of the ADA, Section 504 of the Rehabilitation Act of 1973 and FEHA, to promote and ensure equal opportunity in employment for qualified persons with disabilities. A disability under ADA is a physical or mental impairment that substantially limits one or more major life activities. A disability under FEHA is a physical or mental impairment that limits one or more major life activities. For purposes of employment, a qualified individual with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the job the individual holds or is seeking, and meets reasonable skill, education, and other requirements of the position. HACSB will provide reasonable accommodations for qualified individuals with known disabilities (physical or mental) to assist them in performing the essential functions of the job, unless the accommodation will impose an undue hardship on the Agency or create a direct health or safety threat. HACSB will also consider requests by employees or applicants for reasonable accommodation due to the employee's or applicant's association with a person with disabilities in compliance with FEHA.

Any applicant, volunteer, intern or employee who requires an accommodation in order to perform the essential functions of the job should contact Human Resources. Once the employee or applicant has indicated a need for an accommodation, Human Resources will initiate an interactive process to obtain input as to the job requirements, the type of accommodation(s) which may be necessary, and/or the specific functional limitations directly related to the need for accommodation. When appropriate, HACSB may request permission to obtain medical documentation to assist in understanding the nature of the individual's functional limitations. Once an accommodation is identified, Human Resources will submit the request to the Housing Authority's Section 504/ADA Coordinator for final review. The Section 504/ADA Coordinator or that person's designee will review the suggested accommodation for reasonableness and approve as appropriate. The Housing Authority strictly prohibits retaliation against an employee, volunteer, intern or applicant for requesting reasonable accommodations based on physical and/or mental disabilities. Complaints pertaining to the application of Section 504/ADA may be reported in the same manner as described above. Managers, Supervisors or Human Resources shall notify the Section 504/ADA Coordinator of any Section 504/ADA complaints received.

HACSB will reasonably accommodate known sincerely-held religious beliefs or practices of an otherwise qualified applicant, volunteer, intern, or employee, unless undue hardship would result.

Meaningful equal opportunity cannot be realized without the assistance of all employees, interns, volunteers, applicants and managers throughout HACSB. HACSB will not tolerate discrimination, harassment, bullying or retaliation against an individual for requesting a reasonable accommodation based on mental or physical disability or a sincerely-held religious belief. You are encouraged to address any questions or concerns you may have about our EEO Policy with Human Resources or the Section 504/ADA Coordinator.

#### **Accommodation for Lactation**

Nursing employees are entitled to a reasonable amount of break time to express milk in a private area (other than a bathroom) designated by the Agency. That area will be in close proximity to the work station, and it will be safe, clean, free of hazardous materials, shielded from view and free from intrusion. It will also contain a surface on which to place a breast pump and other personal items, a place to sit, and will have access to electricity or alternative devices needed to operate an electric or battery-powered breast pump. The Agency will also provide a sink with running water and a refrigerator, or other cold storage device suitable for storing milk, in close proximity to the work station. Nursing employees should use their regular paid rest periods for this purpose. Additional break periods necessary to express milk will be unpaid. If employees require additional information or lactation accommodation, please contact Human Resources, who will respond promptly.



# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the 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) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The 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 the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the 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 the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA 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 the HA 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 the HA, the HA 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), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, 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 the HA; (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 the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, 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) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the 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. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by 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. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the 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 the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The 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 the HA.

#### 8. 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.

#### 9. 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 the HA 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 the HA.

#### 10. 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 the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA 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.

#### 11. Organizational Conflicts 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
  - ( ) 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. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA 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.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products 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

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. 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.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

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

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

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

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

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

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

"Recipient" includes all contractors, subcontractors at any tier, and 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.

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

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- (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:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) 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.
- (i) 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.
- (iii) Selling activities by independent sales representatives.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
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## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### **18. Dissemination or Disclosure of Information**

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

#### **19. Contractor's Status**

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

#### **20. Other Contractors**

HA 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 HA 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 HA employee.

#### **21. Liens**

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

#### **22. Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. 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