



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

808 Laguna Street, Santa Barbara CA 93101

Phone (805) 965 – 1071 • Fax (805) 564 – 7041 • TTY English (800) 855 – 7100 • TTY Spanish (800) 855 – 3000 • [info@hacsb.org](mailto:info@hacsb.org) • [www.hacsb.org](http://www.hacsb.org)

August 28, 2025

**SUBJECT: REQUEST FOR PROPOSALS FOR HOUSING QUALITY STANDARDS INSPECTIONS**

Dear Interested Party:

The Housing Authority of the City of Santa Barbara (HACSB) invites proposals from qualified applicants to conduct Housing Quality Standards (HQS) and to be preceded by National Standards for the Physical Inspection of Real Estate (NSPIRE) inspections for its Housing Choice Voucher (HCV) Program.

According to Housing and Urban Development (HUD) regulations, a periodic HOME VISIT must be completed to check Housing Quality Standards to ensure that all subsidized units are safe, decent, and sanitary. HACSB must conduct inspections of all HCV subsidized units on a regular basis to satisfy HUD regulations.

Local entities, or other qualified applicants, are invited to submit detailed proposals that demonstrate their ability to conduct annual/biennial inspections, re-inspections, and move-in inspections using HQS protocol and provide administrative duties related to the inspections. The selected applicant will enter into a twelve (12) month contract with HACSB for the proposed services.

Proposals shall be prepared in accordance with the attached instructions and will be evaluated by HACSB as specified in the *Evaluation of Proposals* portion of the Request for Proposals. Proposals are due no later than **9:00 AM, Monday, October 6, 2025**. Please contact the undersigned at (805) 897-1039 or [ecapristo@hacsb.org](mailto:ecapristo@hacsb.org) if you have any questions.

Sincerely,

HOUSING AUTHORITY OF THE  
CITY OF SANTA BARBARA

Eddie Capristo,  
LEASING ANALYST



**Housing Authority of the City of Santa Barbara**  
808 Laguna Street, Santa Barbara, CA 93101  
805-897-1039  
805-564-7041 (fax)

## **Request for Proposals**

**Housing Quality Standards Inspection Services**

**Proposals due no later than  
9:00 AM, Monday, October 6, 2025**

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ATTACHMENT B – SECTION 3 BID COMPLIANCE PACKET

ATTACHMENT C – HACSB'S HARASSMENT FREE WORKPLACE AND EQUAL EMPLOYMENT  
OPPORTUNITIES POLICY



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## REQUEST FOR PROPOSALS STATEMENT OF WORK

### 1. **GENERAL INFORMATION**

#### A. **Introduction**

The Housing Authority of the City of Santa Barbara (HACSB) is a local public agency that provides safe, decent, quality affordable housing and supportive services to eligible persons with limited incomes, through a variety of federal, state, local and private resources. The primary task of HACSB is to create affordable rental housing for low-income families, elderly and disabled persons. HACSB provides housing for qualifying applicants, as well as housing made available through rent subsidies on behalf of eligible applicants who lease privately owned units by way of the Housing Choice Voucher program (Section 8). Since 1969, HACSB has developed and/or secured over 4,579 units of affordable rental housing on the South Coast of Santa Barbara extending from Carpinteria to Ellwood.

Of the 4,579 units of affordable rental housing HACSB services, approximately 2,939 are units that require periodic Housing Quality Standards inspections. These are the subject units for which HACSB is requesting proposals for inspection services and administrative support related to scheduling inspections.

#### B. **Proposal Selection Schedule**

The anticipated proposal selection schedule is as follows:

Activity	Date
RFP Advertisement Begins	08/28/2025
Proposal Due Date	10/06/2025
Interviews with Proposers (If Necessary)	10/13/2025 – 10/17/2025
Estimated Award Date	11/06/2025
Anticipated Contract Date	12/01/2025

#### C. **Contact**

Questions pertaining to the RFP should be directed to the following individual:

Eddie Capristo, Leasing Analyst

Telephone: 805-897-1039

Email: [ecapristo@hacsb.org](mailto:ecapristo@hacsb.org)



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## D. Submission of Proposals

To facilitate evaluation, proposals must be sent to the following individual in pdf format via electronic mail, with the subject line titled “RFP Housing Quality Standards Inspection Services”:

Eddie Capristo, Leasing Analyst  
Housing Authority of the City of Santa Barbara  
808 Laguna Street  
Santa Barbara, CA 93101  
Email: [ecapristo@hacsb.org](mailto:ecapristo@hacsb.org)

Proposals must be received no later than **9:00 am, Monday, October 6, 2025**. Proposals should include a title page listing a contact person, mailing address, phone and fax numbers, the submission date of the proposal, and the organization's federal tax I.D. number.

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

## 2. **PROGRAM OVERVIEW AND DESCRIPTION OF SERVICES**

HACSB seeks proposals from qualified contractors to conduct initial and annual/biennial Housing Quality Standards (HQS) inspections for Housing Choice Voucher (HCV) units located on the South Coast of Santa Barbara County (Carpinteria to Ellwood). Contractors must also provide administrative support for inspection scheduling and related follow-up services.

Inspections must comply with HUD standards in effect during the contract term, including HQS, NSPIRE, and any differing standards adopted by HUD or HACSB. Inspectors must be capable of identifying health and safety hazards affecting tenants.

### ***Scope of Services***

#### **A. Inspections**

- Conduct 2,500–4,500 inspections annually (move-in, annual, re-inspections, emergency, and “no-shows”).
- Inspectors must:
  - Hold HQS certification
  - Be proficient with HACSB software (Yardi) and handheld devices
  - Be available weekdays 8 AM–4 PM
  - Have reliable transportation and communication tools
  - Provide professional customer service to landlords, tenants, and HACSB staff
- Ensure inspections are completed as scheduled, with results entered daily



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- Minimize “no-shows” to less than 5% of billed charges
- Text/call clients prior to inspection appointments

### **B. Administrative Support**

- Schedule inspections, generate and send inspection appointment letters and follow-up result notices, and maintain records in Yardi
- Provide call center services for client support
- Submit daily inspection schedules and handle cancellations/rescheduling
- Provide consistent notification/reporting of units that require abatement per HACSB policy and update inspection records as needed
- Inform HACSB staff of any system issues that may limit contractor efficiency

### **C. Desired Outcomes**

- Ensure HCV families live in safe, decent, and sanitary housing
- Educate landlords on applicable standards
- Deliver prompt, courteous service
- Use technology to streamline data entry and reporting
- Report suspected abuse, self-neglect, or hazardous conditions within 24 hours
- Ensure compliance with HACSB’s Administrative Plan and HUD requirements

### **D. Timeliness**

- Reports due at end of day of inspections
- Calls before 3:30 PM must be returned same day; later calls must be returned next business morning

## **3. OVERVIEW OF APPLICATION ELEMENTS AND CRITERIA**

Proposers should outline in detail their service delivery model and should describe the number of staff to be contracted, qualifications and how they will structure and manage the described program and administrative services. The proposer is encouraged to present all qualifications and special skills that demonstrates their ability to fulfill the needs of this service, including but not limited to past experience in delivering such services. HACSB welcomes proposals from all vendors that will bring the best quality of service and value to our organization.

Proposals will consist of the following parts, which will be subject to the number of scoring points listed for a total of 100.

### **A. Organization Overview (25 points)**

In this section, please present the characteristics, experience and capacity of your organization that you think would persuade a reader that your organization is one that can effectively fulfill the inspection and reporting needs for the Housing Authority of the



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City of Santa Barbara. Your organization's distinguishing characteristics, skills and areas of strength should be described here. Describe your organization's experience working with other housing providers or organizations with similar inspection needs.

## **B. Methodology (25 points)**

In this section, you should describe specifically how you will perform the tasks and deliverables described in the Scope of Services section and achieve the desired outcomes. This description must, at minimum, address the following:

- **Customer Service Strategy** - What techniques will be utilized to minimize “no-shows” and other unnecessary costs? How will your firm ensure compliance with annual inspection requirements?
- **Conducting Inspections** – How will inspectors travel to and from inspections? How will inspectors be trained and remain current on HQS and other HUD requirements? What extra steps will inspectors take to clearly communicate inspection results in a courteous but direct manner, ensure health and safety, and educate landlords and tenants?
- **Quality Control/Analysis and Follow-up** – How will inspectors be supervised and what steps will be taken to ensure consistency and exceeding HUD requirements?
- **Administrative Services Outline** - What administrative services will your team provide to support HACSB with promptly scheduling inspections, sending inspection letters, and entering results. Describe what call center services your team can provide, and the timing and protocol of how your team responds to client inquiries regarding rescheduling inspections.

## **C. Fees for Inspection services (30 points)**

Proposers should provide fees for inspection and administrative services on a per-inspection basis and inspection type.

## **D. Attachments (10 points)**

All proposals shall include the following contents: 1. Proposed staffing chart, 2. Work References 3-minimum, 3. Verification of HQS Certification

## **E. Insurance Requirements (10 points)**

Interested parties shall provide proof of general liability, auto, professional liability/errors and omissions, and workers' compensation insurance with a proposal. All liability insurances shall be for an amount not less than one million (\$1,000,000) per occurrence for bodily injury and property damage for each claimant and: the Housing Authority of the City of Santa Barbara; and its Governing Board, each member thereof,





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and every officer, official, employee, volunteer or agent must be named as “additional insured”.

## F. Section 3 Requirements (0 points)

The successful bidder must comply with Section 3 of the Housing and Urban Development Act of 1968 (refer to Attachment B and attached documents for Section 3 of the Housing and Urban Development Act of 1968 requirements, preference for Section 3 businesses, evaluation instructions and documentation requirements). The successful bidder will be required to complete a Section 3 Strategic Plan and Estimated Project Work Force form. Respondents who meet the Section 3 business categories must indicate in this proposal under which category they are qualified and are responsible for providing all documentation or other information which supports the respondent’s declared category in order to be granted a preference.

## 4. EVALUATION OF PROPOSALS

An award will be made to the Proposer whose proposal is most responsive to the needs of HACSB as determined solely by HACSB. Evaluation criteria to be included in HACSB’s assessment of proposals will include the following:

### SUMMARY OF APPLICATION ELEMENTS AND CRITERIA:

	Maximum Points (100 points total)
<b>Organization Overview</b> <ul style="list-style-type: none"><li>• Organization’s Characteristics</li><li>• Similar Experience</li><li>• Capacity</li></ul>	25
<b>Methodology</b> <ul style="list-style-type: none"><li>• Customer Service Strategy</li><li>• Conducting Inspections</li><li>• Quality Control / Analysis and Follow-Up</li><li>• Administrative Services Outline</li></ul>	25
<b>Fees for Inspection Services</b> <ul style="list-style-type: none"><li>• Fee per inspection type and administrative services</li></ul>	30
<b>Attachments</b> <ul style="list-style-type: none"><li>• Proposed Staffing Chart</li><li>• Work References (3-minimum)</li><li>• Verification of HQS Certification</li></ul>	10
<b>Insurance Requirements/Certificate(s)</b> <ul style="list-style-type: none"><li>• General Liability</li></ul>	10



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<ul style="list-style-type: none"><li>• Auto</li><li>• Professional Liability/E&amp;O</li><li>• Workers' Compensation</li></ul>	
<b>Section 3 Requirements</b> <ul style="list-style-type: none"><li>• Section 3 Bid Compliance Packet (Attachment B)</li></ul>	0

Proposals will be evaluated by HACSB based upon the above stated criteria. HACSB has the right to accept or deny any or all proposals.

Upon award and execution of a contract, all responses to the RFP will be available for public review through a public document request to HACSB.

Upon award and execution of a contract, Contractor will comply with HACSB's "Harassment Free Workplace and Equal Employment Opportunities" policies, provided as Attachment C.

## 5. **Minority-Owned and Women-Owned Business Enterprises (MWBE)**

HACSB strongly encourages minority-owned and women-owned businesses, as well as socially and economically disadvantaged business enterprises, and small businesses to respond to this RFP.

## 6. **Interviews**

HACSB reserves the right to determine whether interviews are necessary and the number of proposers to be interviewed. If HACSB deems interviews necessary, interviews will be held during the dates specified in the "Proposal Selection Schedule" of this RFP. The purpose of the interview is to determine the Proposer's ability to provide the required services and to impart to HACSB's Review Committee an understanding of how specific services will be furnished.

# Instructions to Offerors Non-Construction

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

- 03291 -

## 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 \$600,000:	4% of that bid, or \$60,000
At least \$600,000, but less than \$700,000:	3% of that bid, or \$90,000
At least \$700,000, but less than \$800,000:	2% of that bid, or \$105,000
At least \$800,000, but less than \$900,000:	2% of that bid, or \$105,000
\$900,000 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:

		Family Size*							
		1	2	3	4	5	6	7	8
Median	100%	\$107,300							
Extremely Low	0 - 30%	\$31,050	\$35,500	\$39,950	\$44,350	\$47,900	\$51,450	\$55,000	\$58,550
Low	31 - 50%	\$51,800	\$59,200	\$66,600	\$73,950	\$79,900	\$85,800	\$91,700	\$97,650
Moderate	51%-80%	\$82,950	\$94,800	\$106,650	\$118,500	\$128,000	\$137,500	\$146,950	\$156,450

(rounded to nearest \$50.00)

*\*NOTE: Family size adjustments in each category are based on the percentages below, with family of 4 as the base*

Number of persons:	1	2	3	4	5	6	7	8
Adjustment:	70%	80%	90%	Base	108%	116%	124%	132%

For families above 8 add 8% to the adjustment, for example for a family of 9 the adjustment is 140% (132% + 8%)

#### 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 childcare 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 to complete the work. Section 3 says that 30% of all new hires must be Section 3 residents. In this case, the contractor would have to hire **three Section 3 residents 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).

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## 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:

3.

Family Size\*

		1	2	3	4	5	6	7	8
Median	100%				\$107,300				
Extremely Low	0 - 30%	\$31,050	\$35,500	\$39,950	\$44,350	\$47,900	\$51,450	\$55,000	\$58,550
Low	31 - 50%	\$51,800	\$59,200	\$66,600	\$73,950	\$79,900	\$85,800	\$91,700	\$97,650
Moderate	51%-80%	\$82,950	\$94,800	\$106,650	\$118,500	\$128,000	\$137,500	\$146,950	\$156,450
(rounded to nearest \$50.00)									

*\*NOTE: Family size adjustments in each category are based on the percentages below, with family of 4 as the base*

Number of persons:	1	2	3	4	5	6	7	8
Adjustment:	70%	80%	90%	Base	108%	116%	124%	132%

4. For families above 8 add 8% to the adjustment, for example for a family of 9 the adjustment is 140% (132% + 8%)

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

#### 2.2. HARASSMENT-FREE WORKPLACE

Effective Date: 10/4/06

Revision Date: 6/4/25

##### **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 such as braids, locs, and twists, 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, any combination of those characteristics, 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 any combination of Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics or any combination of 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 or any combination of characteristics 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, whether in-person or online, 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 Protected characteristic or any combination of Protected Characteristics 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 particular Protected Characteristic or any combination of 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: 6/4/25

### **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 such as braids, locs, and twists, 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, any combination of those characteristics, 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 any combination of Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics or any combination of 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 Deputy Executive Director, Programs and Operations 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 or any combination of characteristics 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.

HACSB urges employees to immediately report any incidents or failures to accommodate lactation needs to Human Resources, so that the Agency can quickly and fairly resolve those concerns. HACSB will not discriminate or retaliate against employees based upon lactation needs or activity. However, employees are also entitled to file a complaint with the California Division of Labor Standards Enforcement (“DLSE”), if they think they have been discriminated or retaliated against in this regard. That agency may be found on the internet or through directory assistance.

### **Diversity, Equity and Inclusion**

Working for HACSB means committing to fostering a diverse culture and an inclusive workplace.

A diverse workforce reflects our clients and residents and includes a broad range of backgrounds, thoughts, talents, and passions. Sometimes, differences can contribute to misunderstanding or conflict, but with mutual respect and appreciation, we can use our differences to our advantage, enriching our work environment and driving even greater innovation and performance. Embracing an environment of inclusion – one of involvement, respect, support, and connection – will help to ensure that we leverage our best ideas.

An employee’s role is as follows:

- Integrate diversity, equity and inclusion into who you are and how you work. Respect and leverage our differences and varied voices to generate better ideas, solutions, and services for our clients.
- Create a workplace that is inclusive by actively working to remove barriers to collaboration and take steps to help the best ideas and solutions come to the forefront.
- Make all employment decisions—including hiring, firing, pay, promotion, and work assignments—based on the person’s qualifications, performance, and ability to succeed.