#  PERMANENT DISPLACEMENT CONSULTANT SERVICES INTRODUCTION

1. This Permanent Displacement Consultant Services Contract (the “Contract”) by and among Central Valley Low Income Housing Corp. (CVLIHC) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Consultant”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024 (the “Effective Date”). CVLICH and the Consultant are sometimes referred to in this Contract individual as a “Party” and collectively as the “Parties”.
2. Services pursuant to this Contract will begin on the Effective Date and will end , 2025 (“Initial Term”) unless otherwise extended, modified, terminated, or renewed by the Parties as provided for within this Contract. CVLIHC reserves the right to extend this Contract for four (4) additional one-year terms. The Initial Term and 4 additional one-year terms will be collectively referred to in this Contract as the “Term”.
3. Unless otherwise provided in this Contract, all references to “days” will be calendar days. If the last day referenced falls on a Saturday, Sunday, or Federal or State of California legal holiday, then the period of time will be automatically extended to include the next workday).
	1. **Services and Payment:**
	2. **Scope of Services:** The services provided pursuant to this Contract consist of those services as described in the Request for Proposals (RFP) Number \_\_\_\_\_\_\_\_\_\_ (the “RFP”) and specifically in this Contract, the Appendices, and any attachments (the “Services”). The Services will be provided on the dates and times determined by CVLICH with respect to the designated CVLICH communities and facilities.
		1. CVLICH does not guarantee any minimum or maximum amount of work under this Contract; rather, Services under this Contract will be at the request of CVLICH, and the CVLICH will retain the right to order from the Consultant any type and amount of Services that CVLICH requires as described in the RFP and this Contract.
		2. The Consultant will not be entitled to any compensation and will not invoice CVLICH for Services in excess of the **Not to Exceed dollar amount shown below** unless the Parties agree to a modification or amendment of this Contract that increases the Not To Exceed dollar amount.
	3. **Performance Specifications:**
		1. **Consultant Standards**: The Consultant will perform the Services under this Contract in good faith in accordance with the proposed services found in the Consultant’s Proposal and the RFP documents.
		2. **Supervision:** The Consultant will furnish the necessary qualified supervision to oversee all of Consultant’s operations performed in conjunction with this Contract.
		3. **Equipment:** The Consultant will furnish all equipment necessary to perform the Services in accordance with these specifications and warrants that all equipment will be of such type and condition as to cause no hazard or danger.
	4. **Property Damages:** The Consultant will be responsible for any damages to property of CVLICH, as applicable, damaged as a result of the actions of the Consultant, their employees, and/or their equipment. All repairs of damages will be at the Consultant’s expense.
	5. **Cost/Value of Services:**
		1. **Schedule of Fees:** The Consultant’s billing rates will be the same as those outlined in the Consultant’s Proposal attached to this Contract as Appendix No. 4.
		2. **Contract Value:** The CVLICH will pay the Consultant for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, a Not to Exceed (NTE) amount for each year during the Contract Term, the sum of:

# DOLLAR AMOUNT ($000,000.00).

* + - * 1. To the extent total billings in any one year are less than the Not to Exceed Amount for that year, the balance will not be rolled over to be available for Services in the following year.
				2. The Not to Exceed amount for any year may be amended by the Parties only if CVLICH determines it is in CVLICH’s best interest to do so, and then only in advance of requesting Services that would cause the Consultant to exceed the NTE amount. The NTE amount is budgetary; therefore, the Consultant agrees to abide by the NTE limit and further agrees that there will be non-payment for Services invoiced beyond the NTE figure shown above or otherwise agreed to by the Parties.
	1. **Billing Method:**
		1. To receive payment for Services rendered pursuant to this Contract, the Consultant will submit fully completed invoices for work performed to:

  **Central Valley Low Income Housing Corp**

 **Attention: Accounts Payable Department**

 **2431 W. March Lane Suite #350**

 **Stockton, CA 95207**

 or via email to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 or if appropriate, faxed to (\_\_\_) \_\_\_-\_\_\_\_

* + 1. The Consultant will submit the following forms as required:
			1. Consultant’s unique invoice number;
			2. Consultant’s name, address, and telephone number;
			3. Date of invoice and billing period;
			4. The applicable Contract Number as shown at the top of this document;
			5. Brief description of Services rendered, including the entity for which the Services were rendered, applicable time spent by the person providing the services, the approved rate, for each person, and the total hours being billed for each service with respect to each detailed site; and
			6. Total dollar amount being billed to reflect the hourly rates submitted by the Consultant, per Appendix No. 4.
		2. CVLICH will disburse payment of approved invoices upon receipt of funds from funding sources. Any invoice received not properly completed will not be paid unless and until the Consultant complies with the applicable provisions of this Contract.
	1. **Consultant’s Obligations:** In addition to the specific Services detailed in this Contract that the Consultant is required to provide, the Consultant will also be responsible for the following:
		1. **Time Performance:** The delivery of Services furnished under this Contract will begin on the effective Date. The Consultant will complete each assignment in a timely manner as directed by the Executive Director of CVLICH, as applicable or designee staff.
		2. **Supervision and Oversight:** The Consultant will be solely responsible for providing adequate supervision and oversight of the Consultant’s personnel that are assigned to the CVLICH’s properties pursuant to this Contract.
		3. **Qualified Personnel**: The Consultant will assign only qualified personnel to perform the Services outlined in this Contract. For the purposes of this Contract, the term “qualified personnel” will mean those personnel that have been investigated, tested, and trained in the manner described within this Contract:
		4. and, as proposed by the Consultant within its proposal or as provided by the Consultant during the Consultant’s normal conduct of business.
		5. Indemnification: To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold harmless CVLICH and CVLICH‘s governing boards, agents, affiliates, employees, managers, officers, attorneys, other consultants, and successors and assigns (the "Indemnified Parties") from and against any and all liability, claims, damage, costs, expenses, awards, fines, judgments, and attorneys' fees (including, without limitation, expert witness fees and other litigation expenses) of every nature arising out of or in connection with the Consultant's performance of work under this Contract, and work of the Consultant’s agents, employees, subcontractors, and independent consultants, or the Consultant’s failure to comply with any of its obligations contained in the Contract, except to the extent the claims arise out of, pertain to, or relate to the sole negligence, active negligence, or willful misconduct of the Indemnified Parties or the Indemnified Parties' other agents, affiliates, or other independent consultants that are responsible to Indemnified Parties. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to Indemnified Parties.
		6. The indemnification obligations of the Consultant under this Contract will not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which the Consultant is required to carry under this Contract. The Indemnified Parties' right to indemnification from the Consultant under this section will be independent of the Indemnified Parties' rights under the insurance to be provided by the Consultant under this Contract.
		7. The Consultant's duty to defend the Indemnified Parties is entirely separate from, independent of, and free-standing from the Consultant's duty to indemnify the Indemnified Parties, including, without limitation, the defense of the Indemnified Parties against claims for which the Indemnified Parties (or any of them) may be strictly liable and applies whether the issue of the Consultant's liability, breach of this Contract or other obligation, or the Consultant's responsibility has been determined and whether the Indemnified Parties (or any of them) have paid any sums or incurred any detriment, arising out of or resulting directly or indirectly from the Consultant's performance of the Work. Such defense obligation will arise immediately upon presentation of a claim by any person or entity which arises out of or is connected to the Services performed by the Consultant or any of the Consultant’s agents, employees, subcontractors, and independent consultants and written notice of such claim being tendered to the Consultant.
		8. Insurance Requirements: The Consultant will maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work under this Contract by the Consultant, or the Consultant’s agents, representatives, employees, subcontractors, or independent consultants at a minimum per the attached Appendix No. 3 Insurance Requirements for Consultants.
		9. Verification of Coverage: Within 14 days of signing this Contract, the Consultant will furnish CVLICH with original certificates and amendatory endorsements effecting coverage required by this Contract. The endorsements must conform fully to the requirements. CVLICH reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract at any time. Failure to maintain the required insurance coverage, including naming CVLICH as Additional Insureds (where appropriate) during the Term of this Contract, will constitute a material breach of this Contract.

 **Insurance certificates will be delivered to:**

  **Central Valley Low Income Housing Corp**

 **Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **2431 W. March Lane Suite #350**

 **Stockton, CA 95207**

 or via email to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 or if appropriate, faxed to (\_\_\_) \_\_\_-\_\_\_\_

* 1. **Licensing:** The Consultant will also provide to CVLICH with copies of any required current City, State, and/or Federal licenses and registrations. Failure to maintain these licenses and registrations in a current status during the Term of this Contract will constitute a material breach of the Contract. The Consultant agrees to promptly disclose to CVLICH when the Consultant does not possess all requisite licenses and registrations to perform the Services required by this Contract.
	2. **Financial Viability and Regulatory Compliance:**
		1. The Consultant warrants and represents that the Consultant’s form of entity is in good standing with all applicable federal, state, and local licensing and registration authorities and that it possesses all requisite licenses and registrations to perform the Services required by this Contract. The Consultant further warrants and represents that the Consultant owes no outstanding federal, state, or local taxes or business assessments.
		2. The Consultant agrees to promptly disclose to CVLICH any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the Services outlined within this Contract. The failure by the Consultant to disclose such issue to CVLICH in writing within 5 days of such notification received will constitute a material breach of this Contract.
		3. The Consultant further agrees to promptly disclose to CVLICH any change of its ownership or control and any Insolvency Events as defined below,
			+ 1. that the Consultant may undergo during the Term of this Contract. The failure of the Consultant to disclose any change of the Consultant’s ownership or control an Insolvency Event within 5 days of said actions will constitute a material breach of this Contract. The filing of any petition in bankruptcy by or against the Consultant, the adjudication of the Consultant as a bankrupt, the appointment of a receiver to take possession of any of the Consultant's assets, or any assignment by the Consultant for the benefit of creditors (each an “Insolvency Event”) will constitute a material breach of this Contract.
		4. All disclosures made pursuant to this section of the Contract will be made in writing and submitted to CVLICH within the prescribed time periods.
1. **CVLICH’s Obligations:** CVLICH agrees not to provide any contract amendment or change order assigning or deleting work to the Consultant without the prior written approval of CVLICH’s designated contact and the Executive Director.
2. **Assignment of Contract:** This Contract will not be assigned or transferred by any Party without the written consent of the other Parties, provided, however, CVLICH may assign this Contract to a limited liability company of which one or more of CVLICH is a member; to a limited partnership of which a general partner is one or more of CVLICH or a limited liability company with one of CVLICH as a member; or to a nonprofit corporation affiliated with CVLICH.
3. Entire Agreement and Modifications: This Contract sets forth the entire agreement of the Parties with respect to the subject matter of this Contract and supersedes all prior contracts, whether written or oral, that exist among the Parties regarding the subject matter of this Contract. This Contract will not be modified, revised, amended, or extended except by written addendum, executed by all the Parties.
4. **Severability:** The invalidity of any provision of this Contract, as determined by a court of competent jurisdiction or HUD, will in no way affect the validity of any other provision in this Contract.
5. **Applicable Laws:**
	1. **Compliance with Federal and State Laws:** All work performed by the Consultant, pursuant to this Contract, will be done in accordance with applicable Federal, State and local laws, regulations, codes, and ordinances, whether now or later adopted.
	2. **Jurisdiction of Law:** The laws of the State of California will govern the validity, construction, and effect of this Contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. The Parties agree that San Joaquin County, California is the appropriate forum for any action relating to this Contract. Should any Party retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision of this Contract, or for any other judicial remedy, then the prevailing Party will be entitled to be reimbursed by the losing Party or Parties for all costs and
		1. expenses incurred thereby, including, but not limited to, reasonable attorneys’ fees and costs incurred by such prevailing Party.
	3. **Successors Bound**: This Contract will be binding upon the Parties and their successors and assigns.
	4. **Counterparts**: This Contract may be signed in counterparts. Electronic signatures will be accepted by the Parties as valid and binding.
6. **Notices and Reports:**
	1. All notices and/or reports submitted to CVLICH by the Consultant pursuant to this Contract will be in writing and delivered to the attention of

  **Central Valley Low Income Housing Corp**

 **Attention: Accounts Payable Department**

 **2431 W. March Lane Suite #350**

 **Stockton, CA 95207**

or via email to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* 1. All notices submitted to the Consultant pursuant to this Contract will be in writing and delivered to the attention of:

# CONSULTANT COMPANY ADDRESS STATE, CA EMAIL

* 1. Notices will be delivered by one of the following methods: (a) Personal delivery with a delivery receipt; (b) Certified USPS mail, return receipt requested; (c) Reputable express delivery service with a delivery receipt; or (d) Electronic mail with delivery confirmation. All Notices will be deemed to have been received as the date on the delivery receipt or delivery confirmation as the date of delivery, the date delivery was refused, or the date the item was marked as undeliverable**.**
1. **Procurement Standards**. To the extent federal funds are used by CVLICH to pay for Services under this Contract, pursuant to 2 CFR 200.317 – 200.326, as issued by the Office of the Secretary, U.S. Department of Housing and Urban Development (“HUD”), CVLICH and the Consultant each agree to comply with the following provisions and agree to the following clauses, whether actually inserted or by reference.
2. **Contract Performance and Breach:**
	1. Pertaining to Contract-related issues, it is the responsibility of CVLICH and the Consultant to communicate with each other clearly and thoroughly.
		1. If a Party determines that another Party is in breach of any material provision of this Contract (a “Default”), the Party declaring the Default will provide written notice to the other Party as provided in this Contract, fully detailing the basis for declaring a Default, and the requested corrective action. The Party receiving the notice of Default, will either:

proceed to cure the Default within 15 days after receipt of the notice of Default, or if the Default cannot be cured within 15 days, begin the process to cure the Default and complete the cure within a reasonable time, not to exceed 60 days; or (b) within 10 days after the Party receives the written notice of Default, respond in writing to the other Party challenging the notice of Default and providing the basis for the challenge.

* + 1. If the Default by a Party is not cured within the time provided for cure in this Contract or Party declaring the Default does not agree to the other Party’s basis for protesting the Default, the Party declaring the Default may terminate the Contact. If applicable, a termination by CVLICH will be in accordance with Paragraph 34 of the *General Conditions for Non- Construction Contracts* (form HUD-5370-C), as included with the bid package and attached to this Agreement as Appendix No. 1

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* + 1. A Party declaring a Default will maintain a written record of the notice of Default detailing all pertinent information constituting the Default and notice, protest, and cure rights provided to the other Party. If the Party receiving the Default notice protests the basis for the Default notice, the written protest must detail all pertinent information pertaining to the basis for disputing the notice of Default, including justification detailing the alleged incorrect actions of the Party declaring the Default.
		2. If the termination is due to the Default of the Consultant, CVLICH may: (1) require the Consultant to deliver to either CVLICH, in the manner and to the extent directed by CVLICH, any work as described in the Scope of Services or the Appendices attached to this Contract; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Consultant will be liable for any additional cost incurred by CVLICH; and (3) withhold any payments to the Consultant, for the purpose of set- off or partial payment, as the case may be, of amounts owed of CVLICH by the Consultant.
		3. If, after termination for Default by the Consultant, it is determined that the Consultant had not been in Default, the termination will be deemed to have been effected for the convenience of CVLICH, and the Consultant will be entitled to payment as described in this Contract.
		4. All rights and remedies granted to any Party in this Contract and any other rights and remedies which a Party may have at law and in equity are cumulative and not exclusive. The fact that a Party may have previously exercised any remedy without terminating this Contract will not impair the Party’s rights thereafter to terminate the Contract or to exercise any other remedy provided in this Contract, or to which the Party may be otherwise entitled.
	1. **Termination for Convenience:** CVLICH may terminate this contract in whole, or from time to time in part, for CVLICH’s convenience. CVLICH will terminate by delivering to the Consultant a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant will: (1) immediately discontinue all Services affected (unless the notice directs otherwise), and (2) deliver within 10 days to either CVLICH, as applicable, all information, reports, papers, and other materials accumulated or generated in performing this Contract, whether completed or in process.
		1. If the termination is for the convenience of CVLICH, as applicable, will be liable only for payment for Services rendered before the effective date of the termination.
		2. The Contract may be terminated for convenience by CVLICH, as applicable, when CVLICH no longer needs or desires the Services under contract or can no longer fund the procurement. This Contract is contingent on the availability of funds and applicable approval from HUD and future HUD approval that is or may become required.
	2. **Reporting:** The Parties agree to comply with any reporting requirements that may be detailed in this Contract.
	3. **Access to Records:** CVLICH agrees that the Consultant will make available to CVLICH and CVLICH’s affiliates or any of their duly authorized representatives (including retained auditors), any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. To the extent HUD funding or oversight of this Contract is required, the Consultant will also make such materials available to HUD and the Comptroller General of the United States
	4. **Record Retention:** The Consultant further agrees that the Consultant will retain all such records pertaining to this Contract for a period of not less than 3 years after final payment, the completion of any Services provided pursuant to this Contract, or after all pending matters are closed. Such records will include electronic data which includes email, voicemail and “writings” as defined in California Evidence Code, Section 250.
1. **Contract Documents & Attachments**
	1. The versions of the following documents, current at the time of contract signing, are part of this Contract in accordance with Federal law:
		1. **Appendix No. 1:** Form HUD-5370-C, *General Conditions for Non-Construction Contracts, Section I*;
		2. **Appendix No. 2:** Scope of Work for the Services, as included in the RFP, and any Addendums issued with respect to the RFP;
		3. **Appendix No. 3**: Insurance Requirements for Consultants;
		4. **Appendix No. 4:** Consultant’s Proposal; and
		5. **Appendix No. 5:** Federal Funding Requirements.
	2. In the case of any discrepancy between this Contract and any of the above noted documents, the applicable requirement(s) listed within the federal HUD documents will take first precedence, then the body of this Contract will take next precedence, then the requirement(s) listed within each Appendix will take precedence in the order they are listed above (i.e., the requirement(s) listed the lower listed item may not overrule any requirement(s) within a higher listed item).
	3. Any document referenced in this Contract that has not been attached is contained in this Contract by reference, and a copy of each such document will be delivered by CVLICH to the Consultant within 10 days upon receipt of a written request for such.
2. **CERTIFICATIONS:** The undersigned representatives of each Party acknowledges by signature below that they have reviewed the foregoing and understand their respective obligations as defined in this Contract:

**CENTRAL VALLEY LOW INCOME HOUSING CORP.(as to procurement process only):**

 **By: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CENTRAL VALLEY LOW INCOME HOUSING CORP.(as to accounting process only):**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. [Signatures of the Parties on the following page]

**The Parties have agreed and entered into this Contract as of the Effective Date. CENTRAL VALLEY LOW INCOME HOUSING CORP..**

**By: Date:**

#  CONSULTANT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By: Date:**

 Name

**Title\_\_\_\_\_\_\_\_\_\_**

**Appendix No. 1**

Form HUD-5370-C, *General Conditions for Non-Construction Contracts, Section I*;

**Appendix No. 2:**

Scope of Work for the Services, as included in the RFP, and any Addendums issued with respect to the RFP;

# Appendix No. 3

# Insurance Requirements for Consultants

**Appendix No. 4**

Consultant’s Proposal;

# APPENDIX NO. 5

# FEDERAL FUNDING REQUIREMENTS

To the extent that federal funds are utilized by CVLICH with respect to this Contract, the Contractor will comply with the following requirements;

**Clean Air Act:** For all contracts in excess of $100,000, the Parties agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42

U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**Energy Policy and Conservation Act:** The Parties agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**Presidential Executive Orders 11625, 12138, and12432, and Section 3 of the HUD Act of 1968:** The Consultant will, to the greatest extent feasible, provide opportunities for training and employment for lower income residents of the development area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing the area of development, as described in 24 CFR 135.

**Vietnam Era Veterans’ Readjustment Assistance Act (VEVRAA)(38 U.S.C. 4212) (41 CFR Part 60-250 et seq):** The Consultant and their subcontractors will comply with the Vietnam Era Veterans’ Readjustment Assistance Act (VEVRAA)(38 U.S.C. 4212) (41 CFR Part 60-250 et seq) as now or hereafter amended; agree to comply with any reporting and retention of records requirements that may be detailed therein (41 CFR Part 60-250 et seq); and agree to make available to CVLICH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives (including retained auditors), any books, documents, papers, and records which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. VEVRAA applies to any Government contract for the purchase, sale or use of personal property or nonpersonal services (including construction), except as provided in 41 CFR part 60-300, in the amount of $100,000 or more.

The Consultant and their subcontractors will take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans which will include clarifying the mandatory job listing requirements, requiring data collection pertaining to protected veteran applicants and hires, and establishing hiring benchmarks to assist in measuring the effectiveness of their affirmative action efforts. The Consultant and subcontractor will retain all such records pertaining to this Contract for a period of not less than three (3) years after final payment, the completion of any Services provided pursuant to this Contract, or after all pending matters are closed. Such records will include electronic data which includes email, voice mail and “writings” as defined in California Evidence Code, Section 250. The Consultant will make available to CVLICH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives (including retained auditors), any books, documents, papers, and

records of the Consultant which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Section 503 of the Rehabilitation Act of 1974 (Section 503)) and Executive Orders 13563 and 12866:** The Consultant and their subcontractors will comply with Section 503 of the Rehabilitation Act of 1974 (Section 503)) and Executive Orders 13563 and 12866 as now or hereafter amended and agree to fully comply with any reporting and retention of records requirements that may be detailed therein (41 CFR Part 60-741 et seq). Section 503 prohibits federal Consultants and subcontractors from discriminating in employment against individuals with disabilities (IWDs) and requires these employers to take affirmative action to recruit, hire, promote, and retain IWDs.

The nondiscrimination and general affirmative action requirements of section 503 apply to all Government Consultants with contracts or subcontracts more than $10,000 for the purchase, sale, or use of personal property or nonpersonal services (including construction). (41 CFR 60- 741.4) The requirement to prepare and maintain an “affirmative action program” will apply to those Consultants that have a contract or subcontract of $50,000 or more and 50 or more employees. (41 CFR 60-741.44) The Consultant will make available to CVLICH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives (including retained auditors), any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.