

**REQUEST FOR PROPOSALS
FOR
MINORITY, WOMEN AND SMALL BUSINESS
ENTERPRISE PROGRAM CONSULTANT
SERVICES**



**METROPOLITAN DEVELOPMENT AND HOUSING
AGENCY NASHVILLE, TENNESSEE**

April 2, 2021

**REQUEST FOR PROPOSALS
MINORITY, WOMEN, AND SMALL BUSINESS
ENTERPRISE PROGRAM CONSULTANT SERVICES**

The Metropolitan Development and Housing Agency (MDHA) is soliciting proposals from qualified Consultants to develop initiatives and grow our Minority, Women and Small Business Enterprise Program. The Consultant will be responsible for assisting MDHA in its current efforts to utilize minority, women and small businesses in contracting opportunities with MDHA for commodities, services, construction trades and professional services.

The criteria for evaluating these proposals will be based on the items set forth in this Request For Proposals. An award will be made to the most responsive and responsible company, which in the judgment of the MDHA, best meets the current needs and long-term goals of the MDHA. MDHA reserves the right to reject any or all proposals and/or to waive any informalities in the solicitation process.

The Request for Proposals Minority, Women and Small Business Enterprise Program Consultant Services is available for viewing on MDHA's Procurement Housing Agency Marketplace Site.

Access URL: https://ha.internationalprocurement.com/requests.htm?company_id=51162

Or through MDHA's website Access URL: <https://www.nashville-mdha.org/>, highlight "Construction"//Click on "Procurement"//Click on the Blue "here" link within the sentence "Click here to view Procurement Opportunities!"

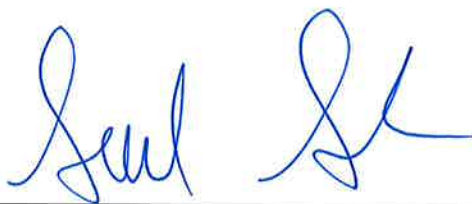
Proposals will be received electronically via Housing Agency Market Place or via hand delivery to the MDHA Construction Department, located at 712 South 6th Street, Nashville, TN 37206. All Proposals must be received before 2:00 p.m. Central Standard Time (CST) on April 29, 2021.

A pre-proposal meeting will be held "electronically only" via WebEx on April 8, 2021 at 2:00 p.m. Central Standard Time (CST).

To have access to the WebEx information you may view by clicking on the URL link:

https://ha.internationalprocurement.com/requests.html?company_id=51162

or copy and paste it or type into your browser. If you need assistance with Housing Agency Market Place please call Lynn Lassiter at (615) 252-8477 or Yolanda Flakes at (615) 252-6734.



**Saul Soloman
Interim Executive Director**

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1.0 INTRODUCTION

The Metropolitan Development and Housing Agency (MDHA) is soliciting proposals from qualified Consultants for an initial two (2) year term with the option to renew annually thereafter for three (3) additional one (1) year terms dependent upon performance, agency need, and availability of funding.

MDHA is soliciting qualified Consultants to develop initiatives and grow our Minority, Women and Small Business Enterprise Program. The Consultant will be responsible for assisting MDHA in its current efforts to utilize minority, women and small businesses in contracting opportunities with MDHA for commodities, services, construction trades and professional services.

2.0 SCOPE OF WORK

MDHA proposes to use the services of a consultant to assist implementing methods and procedures that will increase the level of participation of minorities, women, and small businesses in procurement opportunities with MDHA. This work will consist of an undetermined number of project assignments. Services to be provided include but are not limited to the following:

- a. Identify minority, women, and small business owned and operated firms to competitively compete for MDHA contracting opportunities for commodities, construction trades, and professional services.
- b. Identify minority, women, and small business owned and operated firms capable of competing for, and performing work the MDHA procures for bidding but need assistance with obtaining the documents required to be considered a "responsive" bidder, i.e. Payment and Performance Bonds, Bid Bonds, Contractor's or Subcontractor's Licenses, required Insurance, and other documents required as part of submitting a responsive bid and/or need help with cash flow.
- c. Conduct an annual Diversity Business Enterprise recruiting event with General Contractor's and Subcontractors to collaborate on successes, opportunities, and obstacles. Provide efforts to build relationships between DBE firms, General Contractors, Subcontractors, and Professional Service Providers. Provide professional presenters, Bank Representatives, Insurance Companies (Insurance, Payment and Performance Bonds, Bid Bonds, etc.), State Licensing Representatives, Representatives of DBE Certification Agencies, and other professional who will assist DBE firms in obtaining the needed document to be successful.
- d. Assist MDHA in increasing its overall percentage of Diversity Business Enterprise participation across all DBE sectors with emphasis on minority and women owned and operated firms. MDHA's annual goal is 20% and has typically exceeded this goal in the past.
- e. Review MDHA's current procurement procedures and policies, provide recommendations for enhancement and/or development of new initiatives that will assist in increasing minority, women and small business utilization.
- f. The consultant shall be experienced in all facets of Minority, Women and Small Business Program design and management.
- g. It will be incumbent upon the Consultant to insure that all services are performed using prudent procurement procedures and practices in accordance with MDHA's codes and regulations and any other Federal, State and City procedures.

3.0 SUBMISSION OF RFP PROPOSALS

a. PRE-PROPOSAL CONFERENCE

A Virtual Pre-Proposal Conference will be held **April 8, 2021 at 2:00 p.m. Central Standard Time (CST)** via WebEx conference call hosted by MDHA. Please join us at the following link:

<https://nashville-mdha.webex.com/nashville-mdha/j.php?MTID=m5b71557c3f56607caa2178a62d78d740>

Join by phone: +1-408-418-9388

Meeting number (access code): 129 506 2094

Meeting password: BsdpTzJN883

All companies are encouraged to become familiar with the factors that may have an impact on their proposal. Should any additional information about the RFP become available prior to the due date for responses, it will be distributed to all companies as Addendums to the RFP. Proposals shall be based only on this request and formal addendum to this request.

b. INQUIRIES

Questions submitted in writing on Proposer's letterhead and properly signed will be accepted until **April 15, 2021 at 2:00 p.m. Central Standard Time (CST)**. MDHA's response to written inquiries will be issued as Addenda via MDHA's Procurement Housing Agency Marketplace. Oral explanations or instructions given before the award of the agreement will not be binding. Questions may be submitted via "Housing Agency Marketplace" URL:

<https://ha.internationaleprocurement.com/requests.html?company id=51162>

or to:

Diane Baseheart, Contracting Agent/ DBE Coordinator
Metropolitan Development and Housing Agency
712 South Sixth Street
Nashville, TN 37206
dbaseheart@nashville-mdha-org

c. SUBMISSION DEADLINE

For consideration, submit proposal no later than **April 29, 2021 at 2:00 p.m. Central Standard Time (CST)** via one of the following methods:

- i. Submit electronically via Marketplace "Housing Agency Marketplace" URL:
<https://ha.internationaleprocurement.com/requests.html?company id=51162>
or
- ii. Hand deliver one (1) original, five (5) copies and an electronic copy in PDF document format on a flash drive of the Proposal in a sealed envelope/ package to the following address:

Brent Grubb, Director of Construction
Metropolitan Development Housing Agency
712 South Sixth Street Nashville, TN 37206
(615) 252-8423

d. AWARD

Proposals will be ranked by the selection committee according to the scoring methodology described in Section 4 and a recommendation will be made to the Executive Director and the Board of Commissioners to enter into an Agreement with the company which submits the highest ranked proposal.

e. COST INCURRED RESPONDING

All costs directly or indirectly related to the preparation of a response to this Request for Proposal or any oral presentation required to supplement and/or clarify the submittal which may be required by MDHA shall be the sole responsibility of, and shall be borne by Proposer(s).

Each firm, by submitting its proposal, waives any claim for liability against MDHA as to loss, injury and costs or expenses, which may be incurred as a consequence of its response to this document.

f. **REJECTION**

MDHA reserves the right to reject any and all Proposals and/or to waive any informality in the solicitation process or parts thereof and to re-solicit.

MDHA does not guarantee that an agreement will be awarded as a result of this Request for Proposal.

g. **AGREEMENT COMPLIANCE STATEMENT**

The Proposer shall state its compliance with all applicable rules and regulations of Federal, State and Local governing entities and attest that it is not excluded from Federal procurement programs. By the act of submitting your Proposal, your Company is agreeing to the terms and conditions contained in this Request for Proposals and warrants to the best of its knowledge and belief, no actual conflict of interest exists with regard to your company's possible performance of this procurement as described in the attached General Conditions for Non-Construction Contracts (With or without Maintenance Work) paragraph 7, Organizational Conflicts of Interest.

4.0 PROPOSAL FORMAT AND EVALUATION FACTORS

a. **Proposal Format and Evaluation Factors**

The submittal shall be arranged in the following format and sequence and will be evaluated using the factors and assigned values listed below. Use of Tabs or Dividers is strongly encouraged. Proposers are encouraged to submit their proposals as comprehensively as possible. Proposals with missing or incomplete items will not be evaluated further.

b. **Letter of Interest**

Provide a one (1) page Letter of Interest on the Proposer's letterhead identifying your interest in this project and why the Proposal believes they are best suited to perform the work outlined in this request. Identify negotiator authorized to act on company's behalf. The letter of interest shall indicate the receipt of all addenda and that your firm agrees to comply with the terms of this Request for Proposal.

c. **Experience- (30%)**

Provide a list of organizations with whom you have previously worked with, as a consultant or employee, to develop or increase their overall DBE participation. Include the name of the company, a description of the services provided, and how successful the program implementation was. Example: provide their overall DBE participation percentage prior to your services and percentage of overall participation after completion of your services.

Provide a list of Contractors, Subcontractors, Suppliers/ Vendors, Professional Service Providers, and other companies who could qualify as a DBE your firm has assisted in obtaining their DBE certifications as well as aiding them in making connections with organizations to whom they could bid work. Describe any assistance your firm has also provided in helping those firms obtain Insurance, Licenses, Bonding capability, or other documentation needed to submit responsive bids. If known, the annual dollar amount of the companies' gross income.

d. **Specialized Expertise of Team Members- (20%)**

Provide one (1) page resumes for all staff members and any sub-consultants who will be assigned by your firm to provide the services described in Section 2.0 of this RFP if awarded the contract.

Any significant change from the proposed list of team members that is not acceptable to MDHA can be grounds for termination of the contract.

e. Methodology- (25%)

Explain methodology to meet the objectives stated in Section 2.0 of this proposal.

f. Cost of Services- (10%)

State the basis upon which fees will be charged for the services. Specify proposed hourly rate for each staff member/ and sub consultant staff, and overall estimated annual cost.

g. References- (10%)

Using Attachment B provide minimum of three (3) references from organizations for whom you have provided similar services.

Using Attachment B provide minimum of three (3) references from companies you have worked with to aid them in participating in a DBE procurement program.

h. Minority, Women and Small Business Enterprise Utilization- (5%)

Include your proposed plan for Diversity Business Enterprise (DBE) firms, Minority Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Small Business Enterprise (SBE) participation utilizing the forms provided in Attachment G. Indicate the efforts made to notify firms of sub-consultant opportunities by completing Form 2001. If a firm desires to joint venture with a DBE firm, the proposer will submit Form 2002. Proposers are to complete and submit Form 2003 indicating their commitment to DBE sub-consultant firms if awarded the contract. Forms 2001, 2002 and 2003 are required to be submitted with the proposal.

i. Proposal Evaluation Criteria

Evaluation will be on the basis of written proposals in response to this RFP. The Agency may choose to conduct interviews and negotiations prior to choosing a consultant with which to contract for services, but it retains the right to make a selection solely on the basis of the written proposals.

Finalist may or may not be selected for oral interviews; therefore, the submission of qualifications should be as complete as possible.

j. Additional Requirements

The following must be completed and attached as pre-requisite for evaluation:

- i. Attachment A- Company Information
- ii. Attachment B- Client References
- iii. Attachment C- Fair Employment Practice Statement
- iv. Attachment D- Contingent Fees Statement
- v. Attachment E- Non-Collusive Affidavit
- vi. Attachment F- Certification for Contracts, Grants, Loan and Cooperative Agreement
- vii. Attachment G- MDHA Diversity Business Enterprise Program
- viii. Attachment H- Self-Representation of Offerors

5.0 PROPOSAL WITHDRAWAL

Any proposal may be withdrawn prior to award of the agreement(s). MDHA reserves the right:

- a. To waive informalities required herein;
- b. To request oral information or additional written documentation to supplement any or all written proposals;
- c. To supplement, amend, or otherwise modify the terms or schedules set forth herein;

- d. To conduct all investigations and background checks necessary for adequate evaluation;
- e. To reject any or all proposals submitted.

6.0 TERMS AND CONDITIONS

The following shall be essential terms and conditions of this agreement:

Before an offer is considered for award, MDHA may request documentation from the Offeror indicating adequate financial resources to perform the agreement, or ability to obtain them. Failure by the Offeror to provide such information may render the offeror ineligible for award.

a. Service of Protest

Definitions. As used in this provision:

“Interested party” means an actual or prospective proposer whose direct economic interest would be affected by the award of the agreement. “Protest” means a written objection by an interested party to this solicitation or to a proposed or actual award of an agreement pursuant to this solicitation.

Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from:

Brent Grubb, Director of Construction, 712 South Sixth Street, Nashville, TN 37206.

All protests shall be resolved in accordance with MDHA’s protest policy and procedures, copies of which are maintained at MDHA.

b. Termination

MDHA shall have the right to terminate any portion of or the entire agreement at any time. In the event the Proposer fails to comply with any provision of this Agreement, or if the progress or quality of the work is unsatisfactory, MDHA may serve written notice upon the offeror and if the offeror fails within a period of ten (10) days thereafter to correct failure, MDHA may terminate the Agreement upon written notice to the Proposer. Upon such termination, the Proposer shall immediately cease its performance of the Agreement and shall deliver to MDHA all completed or partially completed work and any stored materials MDHA has paid the Proposer for. MDHA shall determine any pay to the offeror the amount due for such satisfactory work.

MDHA shall have the right to terminate any portion of or the entire agreement at any time for (i) its convenience, (ii) abandonment, or (iii) indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Contractor. Upon receipt of notice, the Contractor shall immediately cease work and deliver to MDHA all completed or partially completed work and any stored materials MDHA has paid the proposer for. Payment to the Contractor shall be made for work performed prior to receipt of the termination notice, together with the Contractor’s cost for closing down work. The Contractor shall have no claim for loss of anticipated profits or any additional compensation.

If, after termination for failure to fulfill agreement obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have effected for the convenience of the Owner, and the Contractor shall be entitled to payment as described above.

Any disputes with regard to this clause are expressly made subject to the terms of clause titles Disputes as described in the attached General Conditions for Non-Construction Contracts (With or without Maintenance Work) paragraph 5, Disputes.

c. Breach of Agreement

If the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if it shall violate any of the terms of this Agreement, MDHA shall have the right to immediately terminate such agreement and withhold payments in excess of fair compensation for work completed. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

Notwithstanding the above, the Contractor shall not be relieved of liability to MDHA for damages sustained by virtue of any breach by the Contractor.

d. Modification of Agreement

Such Agreement may be modified only by written amendment executed by all parties.

e. Partnerships/ Joint Ventures

Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of such Agreement shall hold itself out in a manner contrary to the terms of this. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Agreement.

f. Waiver

No waiver of any provision of such Agreement shall affect the right of MDHA thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

g. Gratuities and Kickbacks

i. Gratuities

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of an agreement or subcontract or to any solicitation or proposal therefore.

ii. Kickback

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under an agreement to the prime contractor, higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

h. Assignment-Consent Required

The provisions of such Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of the Contractor hereunder shall not be assigned, subcontracted, or transferred in whole or in part without the prior written consent of MDHA. Any such assignment transfer or subcontract shall not release the Contractor from any obligation hereunder. Any approved assignee shall assume each and every obligation of the Contractor hereunder and MDHA may contract with or reimburse any such assignee without waiving any of its rights against the Contractor.

i. Indemnification

Contractor shall agree to indemnify and hold MDHA, its officers, agents, and/or employees harmless from and against any and all lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the MDHA, its officials, agents and/or employees for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death, and/or property damages are attributable to the negligence of the Contractor and/or the Contractor's servants, agents, and/or employees.

j. Entire Agreement

Such Agreement shall set forth the entire Agreement between the parties with respect to the subject matter hereof, and shall govern the respective duties and obligations of the parties until and unless a more formal Agreement is entered into between the parties.

k. Force Majeure

No party to such Agreement shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar nature beyond its control.

l. Acceptance of Work

- i. MDHA and the selected consultant will mutually agree upon the work schedule. The failure of the selected contractor to satisfactorily complete work assignments within the time specified wherein MDHA has given notice that the completion date is critical may be cause for termination.
- ii. MDHA will not provide clerical assistance to the selected proposer and MDHA personnel will not be asked to undertake analyses, summaries, etc., for selected proposer for produced data or documentation.
- iii. MDHA will hold conferences to outline the work required and the staff that will be involved in the decision process. Price shall be based on the accepted hourly rate multiplied by the Consultant's proposed number of hours for each task plus any approved direct costs.
- iv. The Consultant shall employ the proposed staff to provide the services required in the professional quality and timeliness agree upon. Only sub consultants listed in the submittal may be employed in this work, substitutes may only be used with the prior notice and written approval of MDHA.
- v. The failure of the Consultant to satisfactorily complete work assignments within the time specified on a single work assignment wherein MDHA has given notice that the completion date is critical may cause for termination.
- vi. All documents that are prepared by the Consultant and from a part of his/her services shall upon completion become the property of MDHA. The Consultant shall be responsible for the protection and/or replacement of any contract document in his/her possession.
- vii. MDHA shall furnish information, data, reports and all other necessary documents existing and identified by the Consultant, which may be for the carrying out of the work. MDHA shall cooperate with the Consultant in every way possible, providing their needs are made known.
- viii. MDHA's acceptance of required reports shall not relieve the Consultant from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the Consultant on demand and at no cost to MDHA. Defective work may be defined but not limited to such matters as erroneous tabulations, incomplete surveys, reports and incorrectly assembled reports, etc., which is caused by error or omission after the final delivery by the Consultant.

7.0 INSURANCE

a. Workers Compensation Insurance

Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.

b. Comprehensive General Liability Insurance

Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000 per claim per policy, \$1,000,000 aggregate.

c. Automobile Liability Insurance

Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000 for each accident, \$1,000,000 aggregate.

8.0 EMPLOYMENT OPPORTUNITY

The Proposer shall affirm that it does not subscribe to any personnel policy which permits or allows for discrimination in the employment, promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, gender, or physical handicap, and that it has not been convicted of violating Metropolitan Code of Laws, Section 2-1-112 through 2-1-114, within the immediate preceding six (6) month period.

9.0 LICENSING AND BUSINESS REQUIREMENTS

The Contractor is responsible to comply with all licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the Contractor to determine the applicability of any rule, regulation, or other requirement.

10.0 TITLE VI

The Metropolitan Development and Housing Agency prohibits discrimination in all of its programs and activities on the basis of race, color, or national origin. The agency will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person should be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or service provided by or affiliated with MDHA on the basis of non-merit reasons. To file a complaint of discrimination, write or call Brent Grubb, MDHA Director of Construction, 712 South Sixth Street, Nashville, TN 37206, phone (615) 252-8423.

11.0 DIVERSITY BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

Consistent with President Executive Orders 11625, 12138, and 12432, the proposer shall make efforts to ensure that minority, women and small business enterprises businesses are utilized when possible. Efforts to achieve minority, women and small business participation shall include, but not be limited to:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation list;
- b. Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d. Establishing delivery schedules, where the requirements of the agreement permit, which encourage participation by small and minority businesses and women's business enterprises; and
- e. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.
- f. Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small audit firms or audit firms owned or controlled by socially and economically disadvantaged individuals. If this is done, that fact and the name of the proposed subcontracting firms must be clearly identified in the proposal. Following the award of the audit agreement, no additional subcontracting will be allowed without the express prior written consent of MDHA.

ATTACHMENTS

- A.** Company Information
- B.** Client References
- C.** Fair Employment Practice Statement Affidavit
- D.** Contingent Fees Statement
- E.** Form of Non-Collusive Affidavit
- F.** Certification for Contracts, Grants, Loan and Cooperative Agreement
- G.** MDHA DBE Program
- H.** Self-Representation of Offerors
- I.** General Conditions for Non-Construction Contracts

ATTACHMENT A

COMPANY INFORMATION

Name of Organization: _____

Business Address: _____

Phone Number: _____

E-mail Address: _____

Name of Principal Owner
(leave blank if publicly owned) _____

Number of Years in Business _____

Location of office which
would service MDHA _____

Attach any additional information regarding your firm's background, which would be useful in assessing your proposal.

ATTACHMENT B
CLIENT REFERENCES

Provide on a separate sheet of paper labeled Attachment B, Client References and provide three (3) References. Information should include:

Customer Name: _____

Address: _____

Type of Service Provided:

- Commodity**
- Service**
- Construction Trade**
- Professional Service**

Contact Person: _____

Phone Number: _____

ATTACHMENT C

FAIR EMPLOYMENT PRACTICE STATEMENT AFFIDAVIT

STATE OF _____

COUNTY OF _____

After being first duly sworn according to the law, the undersigned (Affiant) states that he/she is

_____ (TITLE) of _____

(Contractor) and that by its employment policy, standards, and practices, the Contractor does not subscribe to any personnel policy which permits discrimination or harassment against any qualified employee or job applicant in regard to hiring, promotion, demotion, employment, dismissal, or other terms and conditions of employment due to an employee's or applicant's protected class in violation of applicable federal law or the laws of the State of Tennessee.

Any further Affiant sayeth not.

Signature

Type/ Print Name

Sworn to and subscribed before me on this _____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT D

CONTINGENT FEES STATEMENT

State of _____)

County of _____)

In accordance with the Metropolitan Development and Housing Agency's policy, it is a breach of ethical standards for a person to be retained, or to upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After being first duly sworn according to law, the undersigned (affiant) states that he/she is the _____, of _____ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

And further Affiant sayeth not.

By: _____
Title: _____

Sworn to and subscribed before me on this _____ day of _____, 20 _____

Notary Public

My Commission Expires: _____

ATTACHMENT E

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Vendor that has submitted the attached Proposal:

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not, in communications or conference, with any person, agreed to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Metropolitan Development and Housing Agency or any person interested in the proposed contract; and that all statements in said proposal of bid are true; and;

(4) Any professional fees arrived at during negotiations must be fair and proper and are not to be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Professional or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) _____

Title

Sworn to and subscribed before me on this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

ATTACHMENT F

CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2016

By: _____
(Signature of Authorized Official)

(Signature of Authorized Official)

Sworn to and subscribed before me on this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

ATTACHMENT G

1. MDHA DIVERSITY BUSINESS ENTERPRISE PROGRAM

The Metropolitan Development and Housing Agency (MDHA) has established a Diversity Business Enterprise (DBE) Program to enhance the participation of minority, women and small business enterprise firms in the Agency's contracting and purchasing activities. The DBE Program is being implemented to increase utilization of minority, women and small businesses and to provide these businesses greater economic opportunity. MDHA's Construction Department is responsible for the Diversity Business Program Administration.

In support of this program, we require architectural/engineering firms, contractors and their subcontractors and other lower-tier subcontractors, vendors and suppliers, who do business with Metropolitan Development and Housing Agency to adopt similar policies. Businesses bidding or proposing on procurements are required to comply with the provisions of the DBE Program. MDHA prohibits discrimination against any person, business or organization in pursuit of its procurement opportunities on the basis of race, color, sex, religion, disability or national origin. MDHA will conduct its contracting and purchasing programs so as to prevent any discrimination to resolve all allegations of discrimination.

2. Diversity Business Enterprise Policy

It is the policy of MDHA to assist minority, women and small business enterprise firms in their aspirations of viability and growth, which support a more stable economic community. To this extent, we join with community agencies and organizations that support these businesses to create greater opportunities for these entrepreneurs in the attainment of mutually beneficial social and economic objectives. Minority, women and small business enterprise firms will be given the maximum practicable opportunity, consistent with efficient performance, to compete for and participate in contracts, subcontracts, purchase orders and other procurement activities.

3. Definitions For Determining Minority, Women And Small-Owned Firms.

The guidelines for determining minority, women and small-owned firms are defined as follows:

“**MINORITY**” means a person who is a citizen or lawful permanent resident of the United States and who is:

- Black (a person having origins in any of the black racial groups of Africa);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

“MINORITY BUSINESS ENTERPRISE” shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

“WOMEN BUSINESS ENTERPRISE” shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

SMALL BUSINESS ENTERPRISE AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN CODE OF LAWS;

A Small Business satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.
- (b) Either has no more than the following number of employees or has no more than the following annual sales volume for the applicable industry; and

| INDUSTRY | ANNUAL SALES VOLUME | MAXIMUM NUMBER OF EMPLOYEES* |
|---|---------------------|------------------------------|
| Agriculture, Forestry, Fishing | \$500,000 | 9 |
| Architectural/Design/Engineering | \$2,000,000 | 30 |
| Construction | \$2,000,000 | 30 |
| Educational | \$1,000,000 | 9 |
| Finance, Insurance, Real Estate | \$1,000,000 | 9 |
| Information Systems/Technology | \$2,000,000 | 30 |
| Manufacturing | \$2,000,000 | 99 |
| Marketing/Communications/Public Relations | \$2,000,000 | 30 |
| Medical/Healthcare | \$2,000,000 | 30 |
| Mining | \$1,000,000 | 49 |
| Retail Trade | \$750,000 | 9 |
| Service Industry | \$500,000 | 9 |
| Transportation, Commerce and Utilities | \$1,000,000 | 9 |
| Wholesale Trade | \$1,000,000 | 19 |

- (c) Meets the following additional criteria:
 1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or offeror, as specified by the Purchasing Agent;
 2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);
 3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);

4. Not to be owned, controlled, or directed by individuals or groups of individuals who own, control or direct a large business involved in the same category of work as the business for which small business status is sought;
5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and
6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

*NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least 40 hour work week. The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from this classification.

Minority, women and small-owned firms are required to provide proof of their eligibility in accordance with these guidelines.

4. Utilization of Diversity Business Enterprise Firms

In order to provide minority, women and small businesses equal opportunity to participate in MDHA's procurements, A/E's and contractors bidding or proposing on Agency procurements are required to solicit the services of minority, women and small business firms. A/E's, and contractors who are awarded contracts, or purchase orders, along with their subcontractors, and other lower-tier subcontractors must commit to utilize Diversity Business Enterprise firms as part of their contractual obligation.

a. Diversity Business Enterprise Program Compliance Forms

To be considered a responsive bidder or proposer, Diversity Business Enterprise forms 2001, 2002, and 2003 must be completed in its entirety and submitted with the bid/or proposal.

5. MDHA Diversity Business Goal

A goal of 20% Diversity Business Participation has been established for this project. Contractors will submit with their bid DBE Form 2001 indicating efforts to utilize DBE contractors, DBE Form 2002 if joint venturing with a DBE business and DBE Form 2003 showing commitment to meet established goal and indicating type of work and dollar amount for each DBE business.

6. Program Questions/Information

Questions regarding the DBE Program and requests for information should be directed to: Metropolitan Development and Housing Agency's Diversity Business Coordinator, Diane Baseheart, 712 South Sixth Street, Nashville, Tennessee 37206, (615) 252-8434 or dbaseheart@nashville-mdha.org.

7. MDHA DBE Directory

To assist Contractors in obtaining the DBE goal for this project, Contractors are encouraged to visit the MDHA Website at www.nashville-mdha.org/diversity-business-enterprise-program/. For more information regarding the MDHA DBE program, Contractors are invited to contact Diane Baseheart at (615) 252-8434 or by email dbaseheart@nashville-mdha.org.

FORM 2001

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
DIVERSITY BUSINESS ENTERPRISE EQUAL OPPORTUNITY SOLICITATION CERTIFICATION**

| | |
|---------------|----------------------|
| COMPANY NAME: | ADDRESS/TELEPHONE: |
| PROJECT NAME: | DATE FORM SUBMITTED: |

IMPORTANT - THIS FORM MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH BID OR PROPOSAL

Please list the name(s) of Minority (M) Women (W) and Small (S) Business Enterprise Firms contacted, and their responses to the above procurement package. If additional space is required, this form may be duplicated.

| Name/Address | Type of Business M/W/S | Type of Work/Service(s) Solicited | Indicate How Businesses Were Contacted (i.e. letter, phone, fax) | Response to Solicitation (i.e. interested, not interested, no response) | Company Representative | Telephone/Fax Number |
|--------------|------------------------|-----------------------------------|--|---|------------------------|----------------------|
| | | | | | | |
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| | | | | | | |

It is hereby certified that the following Diversity Business Enterprise firms were contacted and offered an opportunity to bid or propose on the above procurement. We further certify that the above statements are a true account of Diversity Business Enterprise firm's response to our solicitation.

| | |
|---|------|
| Company Representative (Name/Title/Signature) | Date |
|---|------|

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
DIVERSITY BUSINESS ENTERPRISE PROGRAM JOINT VENTURE AGREEMENT
IMPORTANT - THIS DOCUMENT MUST BE SUBMITTED WITH BID OR PROPOSAL**

| | |
|----------------------|------------------------------------|
| COMPANY NAME: | COMPLETE ADDRESS/TELEPHONE: |
| PROJECT NAME: | DATE FORM SUBMITTED: |

*Please note: Completion of this form is only required when the Bidder/Proposer enters into a joint venture agreement with a Diversity Business Enterprise Firm.
Please indicate N/A if the Bidder/Proposer is not a Joint Venture.*

A. PRIMARY PARTY OF JOINT VENTURE:

| | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|----------------|--------------------------|------------------|--------------------------|-----------------|--------------------------|-------|--------------------------|-------------------|--------------------------|-------------------------|--------------------------|----------------------|--------------------------|----------------------|--------------------------|
| Company Name, Complete Address and Phone Number Percentage of Joint Venture <input style="width: 50px;" type="text"/> | <table style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">Diversity Business Enterprise Status: (Check appropriate block)</td> </tr> <tr> <td style="width:60%;">Minority Owned</td> <td style="width:40%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>African American</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Native American</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Asian</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hispanic American</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hasidic Jewish American</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Woman Owned Business</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Small Owned Business</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | Diversity Business Enterprise Status: (Check appropriate block) | | Minority Owned | <input type="checkbox"/> | African American | <input type="checkbox"/> | Native American | <input type="checkbox"/> | Asian | <input type="checkbox"/> | Hispanic American | <input type="checkbox"/> | Hasidic Jewish American | <input type="checkbox"/> | Woman Owned Business | <input type="checkbox"/> | Small Owned Business | <input type="checkbox"/> |
| Diversity Business Enterprise Status: (Check appropriate block) | | | | | | | | | | | | | | | | | | | |
| Minority Owned | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| African American | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Native American | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Asian | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Hispanic American | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Hasidic Jewish American | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Woman Owned Business | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Small Owned Business | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |

PRIMARY PARTY'S TOTAL CONTRIBUTIONS

| | | |
|-----------------------|-------------------------|-------------|
| Total Cash: \$ | Bond Percentage: | |
| Equipment | Total Cost | Cost |
| | | |
| | | |

B. SECONDARY PARTY OF JOINT VENTURE:

| | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|----------------|--------------------------|------------------|--------------------------|-----------------|--------------------------|-------|--------------------------|-------------------|--------------------------|-------------------------|--------------------------|----------------------|--------------------------|----------------------|--------------------------|
| Company Name, Complete Address and Phone Number Percentage of Joint Venture <input style="width: 50px;" type="text"/> | <table style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">Diversity Business Enterprise Status: (Check appropriate block)</td> </tr> <tr> <td style="width:60%;">Minority Owned</td> <td style="width:40%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>African American</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Native American</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Asian</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hispanic American</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hasidic Jewish American</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Woman Owned Business</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Small Owned Business</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | Diversity Business Enterprise Status: (Check appropriate block) | | Minority Owned | <input type="checkbox"/> | African American | <input type="checkbox"/> | Native American | <input type="checkbox"/> | Asian | <input type="checkbox"/> | Hispanic American | <input type="checkbox"/> | Hasidic Jewish American | <input type="checkbox"/> | Woman Owned Business | <input type="checkbox"/> | Small Owned Business | <input type="checkbox"/> |
| Diversity Business Enterprise Status: (Check appropriate block) | | | | | | | | | | | | | | | | | | | |
| Minority Owned | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| African American | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Native American | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Asian | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Hispanic American | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Hasidic Jewish American | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Woman Owned Business | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| Small Owned Business | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |

SECONDARY PARTY'S TOTAL CONTRIBUTIONS

| | | |
|-----------------------|-------------------------|-------------|
| Total Cash: \$ | Bond Percentage: | |
| Equipment | Total Cost | Cost |
| | | |
| | | |

Please attach copy of Joint Venture Agreement and all pertinent information.

FORM 2003

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
DIVERSITY BUSINESS ENTERPRISE (DBE) PROPOSED UTILIZATION PLAN
IMPORTANT - THIS DOCUMENT MUST BE SUBMITTED WITH THE BID OR PROPOSAL**

| | |
|----------------------|---|
| COMPANY NAME: | COMPLETE ADDRESS AND PHONE NUMBER: |
| PROJECT NAME: | DATE FORM SUBMITTED: |

The above named company proposes to use the services of the following listed DBE firms. This form may be duplicated if additional space is needed.

| DBE NAME/ADDRESS/TELEPHONE | <i>(Please Indicate Status)</i> | | | Certifying Agency | Type of Work | DBE DOLLARS | DBE % |
|-------------------------------------|---------------------------------|-----|-----|----------------------|--------------|-------------|----------|
| | MBE | WBE | SBE | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| MBE Dollars/Percentage: | \$ | | | | | | % |
| WBE Dollars/Percentage: | \$ | | | | | | % |
| SBE Dollars/Percentage: | \$ | | | | | | % |
| Total DBE Dollars/Percentage | | | | | | | |

Signature/Title:

Date:

ATTACHMENT H

**Self-Representation
Of Offerors**

Small, Minority, Women-Owned Business Concern Representation

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

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

2. Offeror's Signature

The offeror hereby certifies that the information contained in this certification and representation is accurate, complete, and current.

Signature and Date: _____ Date _____

Printed Name: _____ Title: _____

NOTARY: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____, 20__.

ATTACHMENT I

General Conditions for Non-Construction Contracts

(With or without Maintenance Work)

1. Definitions

The following definitions are applicable to this contract:

- (a) "Owner" or "MDHA" means the Metropolitan Development and Housing Agency
- (b) "Contract" means the contract entered into between the Owner, and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by Addendum, Change Order, or other modification.
- (c) "Contractor", "Proposer", or "Offeror" means the person or other entity entering into the contract with the Owner to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.

2. Changes

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

3. Examination and Retention of Contractor's Records

- (a) The Owner or any of their duly authorized representatives shall, until 3 years after the final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.00
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) Appeals under the clause titled Disputes;
 - (ii) Litigation or settlement of claims arising from the performance of this contract; or
 - (iii) Cost and expenses of this contract to which the Owner or their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

4. Rights in Data (Ownership and Proprietary Interest)

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

5. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages

for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Owner. A claim by the Owner against the Contractor shall be subject to a written decision by the Owner.

(c) The Owner shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the Owner's decision, shall notify the Owner in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has:

(i) Given the notice within the time stated in paragraph (c) above, and

(ii) Excepted its claim relating to such decision from the final release, and

(iii) Brought suit against the Owner not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the Owner that it submit a final voucher and release, whichever is earlier, then the Owner's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Owner.

6. Certificate and Release

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

7. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual, or other interests are such that:

(i) Award of the contract may result in an unfair competitive advantage; or

(ii) The Contractor's objectivity in performing the contract work may be impaired.

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

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Owner may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

8. Inspection and Acceptance

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to Owner within 7 days of notification or a later date if extended by Owner.

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

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

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

10. Equal Employment Opportunity

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

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

The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that if the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

11. Dissemination or Disclosure of Information

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

12. Contractor's Status

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

13. Other Contractors

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

14. Liens

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