

# **SOLICITATION #RFP 21-R027**

**REQUEST FOR PROPOSALS**

**FOR**

**Basic Plumbing Services**

**Release Date: September 2, 2021**

**Due Date: September 29, 2021**



Prepared by Lucas Metropolitan Housing

435 Nebraska Avenue, Toledo, OH 43604

P.O. Box 477, Toledo, OH 43697-0477

**Joaquin Cintron Vega**

**President and Chief Executive Officer (CEO)**

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# 1. Overview

## INTRODUCTION

The Lucas Metropolitan Housing Authority (LMH) (hereinafter, also known as “the Agency”) is a public entity that was formed in 1933 to provide federally subsidized housing and housing assistance to low-income families, within the City of Toledo and Lucas County. LMH is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. The President and Chief Executive Officer controls the daily operations.

Currently, LMH owns and/or manages approximately 2,760 Public Housing and administers 4,391 federal housing choice vouchers rental assistance vouchers. The Housing Choice Voucher Program has achieved high performer status.

In keeping with its mandate to provide efficient and effective services, LMH is now soliciting proposals from qualified, licensed, and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

The mission of LMH is “To create and maintain sustainable, affordable housing opportunities, provide pathways to a better quality of life, and empower vibrant communities “.

The vision of LMH is “To be a premier partner in creating communities of choice in the Greater Toledo Area”.

LMH is committed to a goal of thirty-five percent of all contract funds being awarded to Minority Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE). The firms submitting proposals are encouraged to include MBE/WBE participation to the maximum extent possible.

## RFP INFORMATION AT A GLANCE

[Table No. 1]

LMH Procurement Manager	Sherry Tobin: <a href="mailto:stobin@lucasmha.org">stobin@lucasmha.org</a>
LMH Contracting Officer	Joaquin Cintron Vega
How to Fully Respond to this RFP by Submitting a proposal	As instructed within Section 7 of this RFP documents, submit 1 original “hard copy” proposal, in a loose- leaf type binder and a flash drive of the proposal.
Proposal Submittal location and deadline. Please submit your hard copy proposal to the LMH corporate office	<b><u>September 29, 2021, no later than 3:00 pm ET to:</u></b> Lucas Metropolitan Housing Authority 435 Nebraska Avenue Toledo, Ohio 43604 Attention: Sherry Tobin

	(The hard copy proposal with a copy of the proposal on a flash drive must be received in-hand and time stamped by the Authority no later than 3:00 pm ET, on this date.)
Pre-Proposal Conference Call:	<b><u>September 8, 2021, at 10:00 am ET</u></b> Call-in #: 1-800-920-7487 Participant Code: 91600386#
Questions to be received by:	Questions will be received in writing no later than <b><u>12:00 pm on September 21, 2021.</u></b> Responses will be posted as an addendum and will be posted on the eProcurement Marketplace
Notice of Intent to Submit	It is suggested that interested companies submit a Notice of Intent to Submit a Proposal to <a href="mailto:procurement@lucasmha.org">procurement@lucasmha.org</a> <b><u>by September 27, 2021 with the subject "Notice of Intent".</u></b> By indicating your intent to submit a proposal you will receive direct updates and clarifications to the RFP in addition to any addendum posted.

## 2. Statement of Work (SOW)

### 2.1 Introduction

The Lucas Metropolitan Housing Authority (LMH) is seeking proposals from qualified, licensed, and bonded entities to provide Basic Plumbing Services for LMH and its affiliates. Offerors will submit proposals to enter into a one (1) year agreement with LMH (the "Agreement") with an option by LMH to extend for four (4) subsequent one-year agreements.

LMH intends to create a "pool" of Contractor(s) to provide Basic Plumbing Services utilizing various Contractor(s) which will be on an as-needed basis. The actual number of Pool participants chosen will depend on the number of qualified proposals received. See section 4.8 for further detail.

### 2.2 Overview

Lucas Metropolitan Housing Authority (LMH) has a requirement for basic plumbing services for LMH and affiliate properties. LMH requires a contractor to provide a full range of standard basic plumbing services to make emergency and non-emergency repairs/ maintenance work. The services require may occur during normal business hours, nights, weekends, and holidays. Contractor retains all control over personnel and responsibility for direct supervision. Contract personnel may not supervise LMH Staff, affiliate staff, and tenants but may provide direction and instructions as required by duties.

## 2.3 Scope of Services

The intent of this acquisition is to hire licensed plumbing contractors to furnish all labor, tools, materials, and equipment necessary to complete basic plumbing functions at LMH Communities, Scattered Sites, and LMH affiliate properties. The basic services to be provided include, but are not limited to:

- **Unclog/Clear toilets including pulling of toilet**
- **Unclog /Clear bathtub drains**
- **Unclog/Clear bathroom sinks and drains**
- **Unclog/Clear kitchen sinks and drains**
- **Sewer Service including clearing main sewer lines including if applicable with a high-pressure water truck**
- **Sewer Camera Service**
- **Sump Pump Service**
- **Storm Line Service**
- **Foundation Service**
- **Steam Jet Service**
- **Frozen Line Service**
- **Location Service**

LMH also may require at no cost to the Authority, the Contractor to perform for visual inspection an assessment of main sewer lines/clean outs for LMH properties.

Awarded Contractor(s) may be asked to provide a proposal and a cost for a monthly Preventative Maintenance program for clean outs/main sewer lines for inspected LMH properties based on visual inspection and assessment results.

### 2.3.1 General Requirements

**2.3.1.1** Contractor(s) must be willing to service all LMH properties during normal business hours. Contractor shall conduct all non-emergency work during normal working hours unless deemed otherwise by authorized LMH representative. Contractor and LMH designated representative who assigned the work will determine a “reasonable” service date and time. Typically, “reasonable” shall be - meet at the work site within one day of service call request and begin work one day after.

**2.3.1.2** The Contractor shall provide 24-hour emergency service, including nights, weekends, and holidays. The Contractor must respond to emergency service work within one (1) hour of notification from an LMH representative. The Contractor shall ensure that skilled personnel required to perform the above-mentioned services are readily available.

**2.3.1.3** Contractors shall arrive at the property location ready to commence work. The Contractor shall only invoice LMH for the time spent on the property. LMH shall not pay for time spent in route or traveling to acquire parts/supplies, etc.

**2.3.1.4** Contractor(s) shall provide estimates for repairs when requested. If LMH deems such quote to be unreasonable LMH reserves the right to request quotes from other Contractor(s) for such service. Estimates shall be provided within forty-eight (48) hours or as required by designated LMH representative.

**2.3.1.5** Contractors are required to contact the designated LMH authorized representative via phone or email within 12-24 hours of performing the service for final inspection (if required) by the designated LMH representative. Failure to notify the LMH representative as required may result in delay of payment or termination of services. Contractor shall provide a statement of work and signed receiver indicating the work performed and acknowledging its completion. A list of LMH employee's names and numbers who are responsible for accepting all work performed by the Contractor will be provided at the time of award.

**2.3.1.6** Contractor(s) shall acquire all permits to complete requested work as applicable. This requirement should be accounted for as the cost of doing business and included as a separate line item on the invoice submitted to LMH.

**2.3.1.7** Contractor(s) shall guarantee all work completed shall meet any necessary City, County, or LMH inspections. Should a plumbing installation or repair made by the Contractor not pass inspection, Contractor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to LMH.

**2.3.1.8** Contractor(s) shall provide a (1) year warranty on all parts and labor provided for repair and replacement work. Contractor shall provide a 30-day warranty for each service address after an unclogging/clearing service is performed. If a blockage is discovered prior to the 30-day warranty expiration, and it is determined to be caused by a new obstruction LMH will waive the warranty and pay the applicable service fee.

**2.3.1.9** This will be considered a Maintenance Contract. Therefore Contractor(s) are required to pay onsite technicians, including sub-contractors at least the minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development Prevailing Wage. Please refer to solicitation section 2.5.13 Maintenance Wage Rates for further information and refer to Attachment G-8 for a list of approved wage rates.

### **2.3.2 Parts, Material, Equipment, and Supplies**

**2.3.2.1** Contractor is responsible for all parts, material, equipment, and supplies required to complete the job. All purchased parts, material, and if applicable, specialty rented equipment shall be invoiced at Contractor's wholesale cost plus the mark-up for profit and cost for handling annotated on Contractor's Price Form (Attachment H). LMH reserves the right to audit Contractor's invoices at its sole discretion. Contractor shall make available to LMH any requested invoice showing the price Contractor paid for the part, material, or rented equipment, within 3 business days of request or LMH shall not be obligated to pay for the part. All replacement parts installed shall be new and not "refurbished" or "recycled" material.

### **2.3.3 Work Site**

**2.3.3.1** The Contractor shall clean up the area where the work was performed, and the Contractor shall remove any debris generated by the work/repairs from LMH premises. At no time, will Contractor discard debris into any LMH refuse receptacle.

**2.3.3.2** Contractor(s) shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of residents, guests, or any other persons. Contractor(s) will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.

**2.3.3.3** Contractor(s) shall be responsible for notifying LMH immediately of any damages (i.e. fire, container leaking) deemed to be a health or safety hazard whether the damage is caused by the contractor or other means.

**2.3.3.4** The Contractor(s) and its employees shall at all times represent themselves in a courteous and professional manner. All posted driving and speed regulations shall be observed.

**2.3.3.5** Contractor(s) personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of Contractor is deemed unacceptable by LMH, Contractor shall immediately replace personnel with an acceptable substitute to LMH.

2.3.3.6 LMH is enforcing a mask mandate. All Contractors are required to wear masks while in LMH facilities and where social distancing cannot be maintained outdoors. LMH will abide and follow to the best of its ability all Federal, State, and Local health mandates.

## **2.4 Monthly Report**

During the course of the contract the vendor(s) must provide a monthly log of services rendered. This report is to be emailed to: [jtodd-warfield@lucasmha.org](mailto:jtodd-warfield@lucasmha.org), no later than the 2<sup>nd</sup> Monday of the following month.

### **The monthly report is to include**

- **Dates of Services**
- **Addresses of Properties Served**
- **Services Rendered** (Specify which service was performed from the list of services in section 2.3 or provide brief description of service performed.)
- **Invoice #**
- **Invoice \$ amounts**

## **2.5 CONTRACTOR RESPONSIBILITIES AND MINIMUM REQUIREMENTS**

**2.5.1 Contractor Licensing and standards:** The contractor will have the required experiences, certifications, licenses, insurances, financial stability, equipment, and personnel needed to complete and service the work that they are bidding on. All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations, and in accordance with standard business practices.

**2.5.2 Contractor must have documented experience.** Documented experience in providing like services to private entities, governmental agencies, or agencies of similar size, along with experience working with multi-family housing/properties.

A list of at least three (3) professional references with contact information, and type of service shall be provided with the proposal response.

**2.5.3** Contractors who are interested in submitting a proposal for Basic Plumbing Services shall provide a company summary including a brief background, **and list of all services offered.**

**2.5.4 Safety Standards:** OSHA Hazard Communication Standard: The Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (29CFR 1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. To comply with this requirement, Lucas Metropolitan Housing Authority has developed a list of all the hazardous chemicals known to be present in our facility. A Safety Data Sheet (SDS) is also on file for each of the chemicals and / or hazardous substances. This information is available to you and to your employees upon request.

**2.5.4.1** In order to protect the safety and health of our own employees, contractors/supplies must provide (upon request) an SDS on any hazardous chemical (s) or material (s) which they bring into the facility. Failure to provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.

**2.5.4.2** Each employer is also responsible for notifying any subcontractor they employ regarding the requirements of OSHA Hazard Communication Standard and other provisions described in this notice.

**2.5.4.3** Contractor must follow the Occupational Safety and Health Administration (OSHA) guidelines, all state and local codes and regulations, and services shall be performed in accordance with any applicable governmental regulations, and any directions issued regarding performance of work during the COVID-19 crisis.

**2.5.5 Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling, or transferring the contract) without the prior written consent of the CO. All subcontractors must be disclosed prior to the start of the work. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO. If subcontracting shall be involved in this contract, the proposer shall clearly describe the responsibilities of each party and the assurances of the performance you offer.

**2.5.6 Section 3 Applicability:** This project will be subject to Section 3 requirements. Please see the attached overview in Section 9.

**2.5.7 MBE/WBE Participation:** The proposal should include percentage participation of MBE/WBE of the firms that comprise the proposer's team. LMH has established an administrative goal of 35% utilization of disadvantaged and historically underutilized businesses for performance of the work under this procurement.

**2.5.8 No Smoking on LMH properties:** Smoking has been banned from all LMH properties. Smoking shall only be allowed in posted designated areas or a minimum of 20 feet away from building windows and doors.



**2.5.9 Identification:** The Contractor's employees should have a name badge, uniform or other identification that clearly identifies that he/she is an employee of the company.

**2.5.10 Normal Agency Work Hours:** The Agency's typical work week is Monday-Friday, 8:30 AM to 5:00 PM, with a one-hour lunch break. Unless otherwise approved by the Agency, in writing, the Contractor shall not perform work on Agency property after hours, or during a holiday nor weekend days (Saturday or Sunday).

**2.5.11 Labor Rates All-Inclusive.** Unless otherwise provided for herein, the fees proposed shall be all-inclusive of all other items, services, and costs that the contractor needs to complete the work, including but not limited to tools; standard equipment; insurance; licensing; employee costs; including benefits; travel expenses. etc.

**2.5.12 Potential Escalation of Rates.** At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar State of Ohio Prevailing Wage Rates ("most similar," as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed prevailing wage rates increase 3% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 3% increase in the labor rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

**2.5.12.1 Notification Must be Received from the Contractor.** The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

**2.5.12.2 Right to Reject.** As stated within the preceding Section 2.4.12, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the successful offeror has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

**2.4.12.2.1 Step No. 1.** The successful offeror submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 2.4.12.1)

- 2.5.12.2.2**      **Step No. 2.** The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the successful bidder as to if the request is approved or rejected;
- 2.5.12.2.3**      **Step No. 3.** If rejected and the successful bidder wishes to, as a result, cease providing the services to the Agency, the successful bidder has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);
- 2.5.12.2.4**      **Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful bidder (e.g. contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original successful bidder, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

**2.5.13 Maintenance Wage Rates: Applicable**

Please see Attachment G-8 attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform the work for the Agency at a rate less than the rates listed on the HUD MWRD.

- 2.5.13.1**      If the MWD does not include a work classification(s) required for the execution of the contract work, the employer (contractor or subcontractor) may request an additional classification(s) and wage rates through the agency. Generally, additional classifications and wage rates requests are not approved for apprentices, trainees, helpers, or welders.

#### **2.5.14 Davis Bacon Applicability: Applicable**

Depending on the site location and type of work being performed, Contractors may be required to adhere to the provisions of the Davis Bacon Act (DBA). As such, Contractors shall be required to pay applicable worker's prevailing wages for work performed at all applicable locations to include all public housing development locations for work that involves construction related tasks

Contractors are notified that LMH does not expect (but does not guarantee) that issued work orders and task orders for this contract will fall under the requirements of DBA. If at any time during the ensuing contract period(s), the Agency needs the successful offeror to provide services that require the successful offeror pay Davis-Bacon wages for a specific task order or work order pertaining to the ensuing contract, then to compensate the successful offeror for any amount that the applicable Davis-Bacon rates are greater than the portion of the applicable hourly fees listed within the Price Form (Attachment H) that the Contractor actually pays to each person performing the work, as verified by payroll records (or any similar hourly fee that is increased as a result of Section 2.4.12 herein), the Agency shall:

- 2.5.14.1** Ascertain the applicable portion of the hourly wage rate(s) that is paid to the Contractor's employee; then
- 2.5.14.2** Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies; then
- 2.4.14.3** Ascertain the difference between the two rates, which amount the Agency will pay to the successful offeror for that task order or work order only to compensate the Contractor for the difference in pay between the rate the Contractor normally pays the employee and the rate the Contractor is required to pay the employee as the result of the Davis-Bacon law.

Where applicable, the contractor is responsible for obtaining weekly certified payrolls from his Sub-contractors. Failure to do so may hold up payment.

## **2.6 PROOF OF INSURANCE FOR VENDORS AND CONTRACTORS**

### **Workers' Compensation:**

1. LMH requires that contractors and vendors supply LMH with a current Workers' Compensation Certificate.
2. LMH requires that the Workers' Compensation Certificate be valid for the term of the contract.
3. Contractors and vendors will immediately provide verification of coverage for the contract term.

### **General and Commercial Liability:**

Contractor agrees to name **LMH** as an **additional insured** on its general liability policy, which shall be primary to LMH's general liability policy, and any other insurance policy as determined

by LMH that is relevant to the contract scope of work. These policies shall also be primary to and non-contributory to LMH's General Liability policy.

1. Contractors and subcontractors shall name LMH as an additional insured on their General Liability policy, and any other insurance policy as determined by LMH that is relevant to the contract scope of work.
2. Contractor and subcontractor shall indemnify LMH, to the fullest extent provided by law, for all claims arising out of the contractor's and subcontractor's performance of this contract.
3. Contractor and subcontractor shall provide proof of General Liability insurance coverage with combined single limit for bodily injury and property damage not less than \$1million per occurrence.
4. LMH reserves the right to request a copy of the contractor's and subcontractor's full insurance policies and applicable endorsements.
5. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

**Insurance Automobile Liability:**

Contractors and subcontractors shall provide proof of Automobile insurance of owned and non-owned vehicles used on the sites or in connection therewith for combined single limit for bodily injury and property damage not less than \$500,000 per occurrence.

**Indemnity:**

Contractors and vendors agree to indemnify LMH, to the fullest extent provided by law, for all claims arising out of their performance of the contracts.

**Processing:**

LMH's Manager of Procurement shall be responsible for obtaining proof of the listed above documents and ensuring that LMH contracts have the appropriate indemnifications.

### **3.0 GENERAL INFORMATION**

#### **3.1 THE AUTHORITY'S RESERVATION OF RIGHTS**

- The Authority reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- Not to award a contract pursuant to this RFP.
- Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- The Authority reserves the right to require additional information from any Respondent to assist in its evaluation. The information shall be submitted in the form required by the Authority within two (2) days of written request, or the proposal shall be deemed non-responsive.
- Retain all proposals submitted and not permit withdrawal for a period of 180 days after the deadline for receiving proposals without the written consent of LMH.
- Negotiate the fees proposed by the respondents.
- Cancellation of the ensuing contract may be done at any time for unsatisfactory work, untimely service, or any other reason deemed necessary by the LMH.

- Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- Make an award to multiple proposals (including joint ventures).
- Select a proposal(s) for specific purposes or for any combination of specific purposes and make multiple awards.
- LMH reserves the right to withhold payment of invoices if in their opinion the work is not completed to Agency satisfaction.
- The Authority reserves the right to contact individuals, entities, or organizations that have had a business relationship with the respondent regardless of their inclusion in the reference section of the proposal submitted, including any previous business conducted with the Lucas Metropolitan Housing Authority or its affiliates.
- To defer the selection and award of any proposer(s) to a time of the LMH's choosing.
- At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the <https://ha.internationaleprocurement.com> Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document or by reviewing the RFP received via email, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform LMH in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by LMH that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve LMH, but not the prospective proposer, of any responsibility pertaining to such issue.

### **3.2 GREEN PROCUREMENT**

LMH is committed to purchasing products and services that meet the local, state, and national environmental goals. Purchasing preference (whenever feasible) will be given to products that:

- Decrease greenhouse gas emissions or are made with renewable energy.
- Decrease the use of toxins detrimental to human health and to the environment.
- Contain the highest possible percentage of post-consumer recycled content (a finished material that would normally be thrown away as solid waste at the end of its life cycle and does not include manufacturing or converting wastes).
- Limit air, land, and/or water pollution.
- Reduce the amount of waste they produce.
- Are reusable or contain reusable parts (rechargeable batteries, refillable pens, etc.); or
- Are multifunctional (i.e., scanner/copier/printers, multipurpose cleaners) and serve to decrease the total number of products purchased.

If feasible, preference will also be given to suppliers who offer environmentally preferable products, who work to exceed their environmental performance expectations, and who can show documentation of their supply-chain impacts.

LMH hopes to engage producers and suppliers of products and services it uses to utilize business practices that reduce negative environmental impact.

### **3.3 CONTRACTOR RIGHTS TO DEBRIEF**

It is the LMH's policy to resolve all procurement and contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. HUD will only review protests in cases involving violations of Federal law or regulations or failure of the Authority to review a complaint or protest.

Any actual or prospective contractor may protest the solicitation or award of a contract only for serious violations of the principles of LMH's Statement of Procurement. All protests shall be in writing. If the protest is regarding the solicitation, the notice of protest must be received prior to the solicitation deadline. If the protest is regarding the award, the notice of protest must be received within ten (10) business days after the issuance of the award notice. A written protest shall contain, at a minimum, the name, address, and phone number of the protester; identification of the procurement, including solicitation or contract number; a statement of the reasons for the protest; supporting exhibits, evidence, or documents to substantiate any arguments; and the form of relief requested. The LMH shall issue a decision as expeditiously as possible after receiving all relevant information requested.

Upon the conclusion of the solicitation period and issuance of the Award Notice, Offerors shall have the right to a debriefing. The request for a debriefing meeting must be made within ten (10) days of the date listed on the Award Notice. The debriefing meeting may be held either by phone or in-person at LMH's office. If the debriefing is in-person, travel expenses shall be the sole responsibility of the Offeror and not LMH.

### **3.4 PROCEDURE TO PROTEST**

An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Agency from accepting or considering that protest:

**3.4.1** The alleged aggrieved protestant must file, in writing, to the CO/Legal Department the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the Agency or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the Agency from any responsibility to consider the protest and take any corrective action.

**3.4.2** The written instrument containing the reason for the protest must be received by the CO/Legal Department within 10 days after the occurrence of any of the following:

**3.4.2.1** The deadline for receiving bids or proposals.

- 3.4.2.2** Receipt of notification of the results of the evaluation or the award; or
- 3.4.2.3** The alleged aggrieved protestant knows or should have known the facts. In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the bid deadline). Protests received after these dates shall not be considered.
- 3.4.2.4** The CO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.

### **3.5 CONFLICT OF INTEREST**

No Consultant will promise or give to any LMH employee anything of value that could influence that employee in their decision on awarding contracts. No Consultant will try to influence an employee of LMH to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

**3.5.1 Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Authority evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Authority evaluation committee.

**3.6 Consultant Examination of the RFP:** Vendors are expected to be familiar with the entire RFP. The Consultant is expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP.

**3.6.1** If a consultant discovers any mistakes or omissions in the RFP, they must notify LMH's Contact Person in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency for the RFP.

**3.6.2** Changes to RFP: LMH may make changes to this RFP by addendum, which shall be posted at <https://ha.internationaleprocurement.com>

**3.7 AVAILABILITY OF FUNDS:** This RFP and all agency contracts are contingent upon the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The Consultant will be notified at the earliest possible time. LMH is not required to compensate the Consultant for any expenses incurred because of the RFP process.

**3.8 NON-APPROPRIATIONS CLAUSE:** The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment or other services performing similar functions and services.

**3.9 TERMINATION:** LMH reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of LMH. If terminated, LMH will notify the contractor of the termination in writing by EMAIL and shall pay contractor for services rendered prior to contractor's receipt of the Notice of the Agreement Termination.

**3.10 HOLIDAYS:**

LMH recognizes the following holidays as vacation days for its employees:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr.'s Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

**3.11 CONFIDENTIALITY:** Any Consultant that has access to confidential information will be required to keep that information confidential.

**3.12 Public Records Law:** All bids/proposals submitted to LMH are subject to the Ohio Public Records Law (O.R.C. 149.43 and the Sunshine Act [5 USC 522(b)]) and may be subject to disclosure to the public. Information in proposals that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor, including citations from the Ohio Public Records Law or the Sunshine Act for the exemptions. Also, the contractor shall submit one hard copy and upon request, one electronic copy of its proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents to disclosure under public records laws.

**3.13 CONSULTANT DISCLOSURE**

Consultant must provide disclosure of any pending or threatened court actions and/or claims against the Vendor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

**3.14 LIMITATION OF LIABILITY**

In no event shall the Agency be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.



### 3.15 ADDITIONAL CONTRACT PROVISIONS

The following contract provisions are in effect pursuant to 2 CFR 200.326 for non-federal entity contracts:

Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708)  
Copeland “Anti-Kickback” Act (40 U.S.C. 3145)  
Clean Air Act (42 U.S.C. 7401-7671q.)  
Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended  
Mandatory policies on energy efficiency contained in the state energy conservation plan  
Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)  
Executive Order 11061 to prevent discrimination by agencies that utilize federal funds  
Title VI of the Civil Rights Act of 1964, Public Law 88-352  
Public Law 90-284, Title VIII of the Civil Rights Act of 1968  
The Age Discrimination Act of 1975  
Anti-Drug Abuse Act of 1988

## 4.0 TERMS AND CONDITIONS

**4.1 Type of Contract:** The evaluation of proposals submitted in response to this RFP shall result in the issuance of a contract. The contract will incorporate the requirements of the RFP, the vendor’s proposal, and all other agreements that may be reached. The proposer shall be responsible for the execution of the project/program/services and contract requirements. If subcontracting is involved, the proposer must clearly define the responsibilities of each party. Failure to accept these obligations may result in cancellation of the award.

**4.2 Contract Funding:** Contracts shall be for a one-year period with the option for four (4) additional one-year extensions solely at the discretion of the LMH, for a total of 60 months.

**4.3 Invoicing:** Requests for payment shall be subject to the requirements of HUD 5370. LMH’s payment terms are N30. Payment by LMH is made within 30 days of receipt of invoices and any required documentation. At Minimum, Invoices Require:

- Purchase Order Number
- Date of Service
- Description of Service(s) Provided
- Invoice Number
- Invoice Date

LMH expects that the Contractor will provide a detailed invoice of tasks completed, and when necessary, reflect the number of participants. LMH expects the Consultant to invoice as soon as possible after the services have been provided.

Additionally, all invoices require electronic submittals for approval. Please adhere to the submission procedure described below.

**4.3.1 Invoicing procedures:** Go to our website – [www.lucasmha.org](http://www.lucasmha.org) , select “*Doing Business*” at the top. Find the menu item titled Vendor Invoice Submission, click on link and fill out the cover sheet. Attach your invoice to the cover sheet. Make sure that you

have a purchase order number. Direct the invoice to the department who ordered the work. Invoices not submitted as directed will result in delay of payment.

**4.4 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFP:

**4.4.1 Contract Form:** The Authority will not execute a contract on the successful proposer's form of contract and contracts will only be executed on the Authority's form of contract and by submitting a proposal the successful proposer agrees to do so. See *Attachment G* for a sample LMH contract.

**4.4.2** Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

**4.5 Indefinite Delivery/Indefinite Quantity (IDIQ or ID/IQ)** – The Authority intends to enter into an IDIQ contract providing for an indefinite quantity of services during a fixed period. Should an IDIQ be issued, this type of contract does NOT require LMH to order a specific maximum quantity of services.

**4.6 Assignment of Personnel:** The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.

**4.7 Termination:** The Authority will only give one verbal notification to the contractor to cure deficiencies. A second notification to the contractor for deficiencies will be in writing and will clearly state that, if required, a third notification will result in termination.

**4.8 Contractor Pool Method of and Procedure to Award (Task Order or Work Order).** The Agency will retain the right to contract with any of the responsive offerors as a result of this RFP. It will up to the discretion of LMH to determine the number of contractors for award after evaluation. Contracting shall occur in the following manner (this is sometimes called “forming a pool” of contractors that the Agency may draw from):

**4.8.1** If a pool of contractors is formed, each successful offeror will be ranked by the total points earned from the proposal evaluation committee determination, The offeror with the highest points will be ranked 1<sup>st</sup>.

**4.8.2** When the Agency has need of work in each service area, the Agency staff assigned will contact the 1<sup>st</sup>-ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable timeframe the Agency has established for that work (Please see section 2.3.1). If the 1<sup>st</sup> ranked contractor is not available, the Agency will proceed to the next-ranked Contractor, and so forth, until the Agency has located an available Contractor.

**4.8.2.1** In emergency situations when it is not reasonable to wait for the needed services to be completed, when service is required from a Contractor immediately, meaning a Contractor is needed to drive to the site quickly. In such cases the Agency reserves the right to (and probably will) suspend the one-day required response time defined within the immediately preceding Section and will seek a Contractor who within the previously described pool rotation who is immediately available.

**4.8.3** Once an available Contractor has been chosen (as detailed within the preceding Section 2.5 herein), the Contractor and the Agency representative will meet at the applicable AMP or site, conduct the inspection, and mutually determine the extent of the required work and arrive at an agreed upon cost, which shall be calculated based upon the service costs listed on the Proposal Price Form (Attachment H).

## **5.0 PREPARING PROPOSALS**

**5.1 Preparation of Proposal:** Proposals must provide a clear picture of the vendor's qualifications to provide the services required in the RFP. The Consultant should respond to the RFP instructions and requirements. The proposal must include all costs that relate to the responses submitted.

**5.1.1** All proposals become the property of LMH to use. All proposals will be considered public information and will be open for inspection.

**5.2** The cost of creating proposals is the responsibility of the Consultant and shall not be chargeable to LMH. The Consultant must guarantee the pricing listed in the proposal will remain in effect for a minimum of 365 days after the proposal submission date.

**5.3** All Proposers will be evaluated on a point system for technical and price factors. Proposers shall submit, as a part of the proposal package, evidence of the following:

- Evidence of the proposer's experience in providing services to other public housing agencies or similar public entities as described herein.
- Proof of the proposer's qualifications to include copies of all licenses and certifications of staff that may be assigned to work for LMH.

**5.4** The Proposer is solely responsible for submitting all documentation to substantiate those items listed above. Failure to submit adequate documentation may result in a lower score or no points awarded for that item. Proposers are encouraged to expand on the information required.

**5.5 False or Misleading Statements:** Proposals containing false or misleading statements may be rejected.

**5.6 Consultant Representative's Signature:** An officer of the Respondent, who is legally authorized to enter into a contractual relationship on behalf of the Respondent, must sign the submission package.

## **6.0 PROPOSAL FORMAT**

**6.01 Tabbed Proposal Submittal:** The Authority intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the Authority will, as detailed within the following Section, consider factors other than just cost in making the award decision). Therefore, so that the Authority can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which

number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Authority has published herein or has issued by addendum.

**6.02 Submit 1 “hard copy” of the proposal and a flash drive containing the proposal.** To facilitate copies for the evaluation committee and document storage, please furnish your proposal in one pdf file on a flash drive, in addition to 1 hard copy.

[Table No. 2]

Tab	Form	Description
1	<b>Letter of Transmittal</b>	A letter of transmittal (preferably on letterhead), bearing the signature of the authorized representative of the firm and the name(s) of the individual(s) authorized to negotiate services and costs with LMH. Authorized individual contact information including phone number and email address shall be included within the letter.
1	<b>Form of Proposal: <u>Attachment A</u></b>	This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal. This is a checklist of documents to be returned in the order that they should be submitted.
1	<b>Price Proposal Form <u>Attachment H</u></b>	Proposal form with Pricing for Services
2	<b>Profile of Firm <u>Attachment C</u></b>	This 2-page Profile of Firm Form must be fully completed executed and submitted under this tab as a part of the proposal submittal.  Please attach resumes of principles and key staff and profile of the company and the project team. Identify all and any individuals who will be devoted to the project either on a fulltime basis or part-time basis.
2	<b>Proposed Services</b>	The proposer shall submit a company proposed services summary document including Company background, relevant experience, a brief history of providing similar work and services.  The Proposer shall also include a comprehensive list of all services provided.
2	<b>Client References</b>	The proposer shall submit a listing of 3 former or current professional references for which the proposer has performed similar or like services to those being propped herein within the last 3 years. You must reference any previous work performed for another Housing Authority. It is reasonable to assume the Authority will contact references. The listing at a minimum, is to include:

		<ul style="list-style-type: none"> <li>• The client’s name or business name,</li> <li>• The client’s contact name and title,</li> <li>• The client’s address,</li> <li>• The client’s telephone number and email address,</li> <li>• A brief description and scope of services</li> </ul>
3	<b>Section 3 Business Documentation: <u>Attachment D – D1</u></b>	<p>Every proposer is to include and submit Section 3 documentation whether the proposer is claiming a Section 3 Business or not. Any Proposer claiming a Section 3 Business shall fully complete and execute the Section 3 Business Self-Certification Form (Attachment D) and any additional required data required; and the Section 3 Individual Low-Income Person Self-Certification Form (Attachment D-1)</p> <p><b>Please note:</b> Any offeror that is not claiming Section 3 <u>MUST</u> place “N/A” in all three election boxes on the Section 3 Business Self-Certification Form and submit with proposal.</p>
4	<b>Form HUD 5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract; <u>Attachment B</u></b>	This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
4	<b>HUD 2992: <u>Attachment C.1</u></b>	Form HUD 2922 <i>Certification Regarding Debarment and Suspension</i> must also be executed and submitted as part of the proposal submittal under this tab. Please include any relevant certifications such as Minority-owned or Disadvantaged Business Enterprise.
4	<b>Equal Employment Opportunity <u>Attachment I</u></b>	The proposer must submit under this tab the completed EEO form (Must be notarized)
4	<b>Subcontractor Listing <u>Attachment J</u></b>	List of Subcontractors to be utilized to support the prime contractor.
4	<b><u>Attachment K</u></b>	Non-Collusive Affidavit (Must be notarized)
4	<b><u>Attachment L</u></b>	Level of Interest / Acknowledgement of Addendum

**6.3** If no information is to be placed under any of the above noted tabs, please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” DO NOT eliminate any of the tabs. A tab 5 may be added for miscellaneous items such as documentation, examples of work, reports, or marketing materials.

**6.3.1 Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittal in such a manner that the Authority can, if needed, remove the binding (i.e. “comb-type;” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition. **A flash drive of the proposal shall be submitted with the hard copy.**

**6.4** Further documentation will need to be provided by the selected awardee (s). The documentation will include a new Consultant packet including a W-9 and anti-lobbying affidavits. These forms will be provided to the awardee by the LMH and must be completed and returned in a reasonable amount of time for the awardee to receive the contract.

**7.0 DELIVERY OF PROPOSALS:** Please submit your proposal as described in Section 6, Proposal Format. The completed submission package must be received by the time and date listed on the cover of this RFP or by the time and date listed in any subsequent addendum. Proposals received after the deadline will not be considered. Submissions delivered by any other method (EMAIL or fax) will not be accepted.

**7.1** All vendors must carefully review their final proposals. Once the file has been opened, proposals cannot be changed; with the exception that LMH may request information or respond to inquiries for clarification purpose only.

**7.2** All vendors submitting a proposal must agree to honor the terms and conditions contained herein for the life of the contract.

**7.3 Acceptance and Rejection of Proposals:** LMH reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. LMH reserves the right to waive any minor irregularity or technicalities in the proposals received. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of LMH staff, LMH President and Chief Executive Officer, as well as LMH’s Board of Commissioners shall be final.

**7.4 Withdrawal of Proposal:** Proposals may be withdrawn by written request dispatched by the Respondent in time for delivery in the normal course of business prior to the proposal due date and time. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of proposal data after such documents are opened.

**7.5 Submission Conditions: Do Not fold or make any additional marks, notations, or requirements on the documents to be submitted!** Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; if such markings are made, the proposal may be deemed invalid. If after accepting a proposal, the Authority decides that any such entry has not changed the intent of the proposal, the Authority may accept the proposal as if the marks, notations, or requirements were not entered on such.

**7.6 Addendum:** All questions and requests for information must be addressed in writing to the Procurement Manager (PM). The PM will respond to all such inquiries in writing by

addendum posted to <https://ha.internationaleprocurement.com>. Offerors are responsible for ensuring they receive all addenda. During the RFP solicitation process, the PM will NOT conduct any *ex parte* (a substantive conversation “substantive” meaning, when decisions pertaining to the RFP are made—between the Authority and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not contact the PM it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the PM may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the PM may more fairly respond to all prospective proposers in writing by addendum.

**8.0 EVALUATION OF PROPOSALS:** The Competitive Negotiation Process will be used to select the agreement award, beginning with the highest ranked firm. LMH reserves the right to negotiate an agreement with individual (s), firm (s), or organization (s) that provide the greatest benefit to LMH, not necessarily the lowest price. Firms in the competitive range may be required to be interviewed by the evaluation panel.

**8.1** LMH will select the respondent(s) that is the most advantageous to LMH based upon the evaluation criteria stated herein. LMH reserves the right to negotiate price and other factors with any acceptable respondent. As long as they do not provide an unfair advantage to one contractor, and do not affect the price, it may be acceptable to request any missing documents after the opening of the proposals.

**8.2** LMH reserves the right to award without discussion (s) and may make an award to multiple vendors. The Request for Proposals selective process will involve the ranking of proposers by the appointed LMH evaluation committee. Once the proposals have been evaluated, LMH will negotiate with the Respondent (s) who fall within the competitive range. Fees for these services will be a negotiation factor as well as any other relevant factor identified by the evaluation committee.

**8.3 The Review Process - Preliminary Proposal Review:** The review process will be conducted in two parts. The preliminary review will consist of a review to be sure the proposal meets the minimum requirements (and mandatory conditions) specified in the RFP. If they do not, they will be rejected.

**8.3.1** Proposals in response to the RFP must meet the following requirements:

- **The proposal must be received as indicated in the RFP no later than the time and date listed on the cover of this proposal.** Proposals not received at the designated address by the specified date will be rejected.
- Proposal signed by authorized Consultant representative.
- Proposals that pass this initial review will be considered a valid proposal and will move on to the final review. Those that do not will be filed as rejected.

**8.3.2** Final Review: All valid proposals will be reviewed, evaluated, and rated by the Review Committee. The Review Committee will be composed of LMH staff.

- The Review Committee will evaluate each proposal against the criteria in the RFP. During the review, the Committee may request additional information from the vendor. Such information requests and vendor's responses must always be in writing.
- All qualified proposals shall be reviewed by the Review Committee using the included evaluation criteria sheet. The number of evaluation points for each section varies according to the value assigned for that particular aspect of the program.

**8.3.3 Additional Information:** The Review Committee members may request information from sources other than the written proposal to evaluate vendor's programs. Other sources of information may include oral presentations by vendors, written responses to clarifying questions posed by the Review Committee, and vendor's history/experience in providing similar services.

**8.4 Evaluation Review Criteria:** Review Committee member rating sheets will be used to focus discussion. The final composite Evaluation Rating Sheet that includes the prioritized vendor's rankings will be maintained on file by LMH. The result of the review process is a prioritized list from best to least.

**8.4.1** In awarding the contract, LMH's evaluation will include, but will not be limited to:

- Criteria for the Stage 1 review.
- Strength and stability of the Consultant to provide the requested services.
- Ability to meet the project/program timelines.
- Overall responsiveness and completeness of the proposal as well as the likelihood that, in LMH's opinion and at LMH's discretion, the proposal best meets or exceeds LMH's specifications.
- Scope of service being proposed.
- Customer references.
- Cost of proposed service.
- Any other factors considered relevant by LMH and demonstrated by the proposal or investigation by LMH; and
- Experience with a similar project/program of comparable size and scope

**8.4.2** Responsive proposers will be notified of their non-selection after the preferred Consultant is notified. (Written notification will be made to all vendors who submitted a proposal). If the successful Consultant fails to execute the contract, LMH may award the contract to another Consultant whose proposal met the requirements of the RFP and any addenda. The period of time within which such an award of the contract may be made shall be subject to the written agreement between LMH and the vendor.

**8.4.3** The selective process will involve the ranking of proposals by the appointed LMH evaluation committee. Evaluation criteria to be used in reviewing proposals and their respective weights are as follows:



**General Evaluation Criteria Point Value (Total: 100 Points Maximum)**

Max Value	FACTOR DESCRIPTION
25	<b>No. 1: Demonstration of ability to provide necessary technical knowledge, skill(s), and qualifications of assigned personnel.</b> Demonstrated Quality of Performance and Past Record of Professional Experience in undertaking work similar to those described in the Scope of Services; Taken into consideration years in business, resumes, licenses and certifications, client references, especially in government and/or non-profit organizations; subcontractor qualifications (if applicable).
20	<b>No. 2: Demonstration of successful and timely completion of similar past projects</b> as verified by reference checks or other means, citing examples of government or multifamily housing experience. Examples of working with entities of similar size and scope as LMH.
25	<b>No. 3: Proposed Costs:</b> (price) relative to project, the fees that the offeror proposes to charge the HA to provide services.
30	<b>No. 4: Respondent's approach, methodology, and response to the Scope of Services:</b> The Respondent's approach and response to the scope of services, and methodology to be utilized. Completeness of proposal and demonstrated grasp of performance expectations, ability to provide the full range of services required in this solicitation.
Max Value  100	Total Points

**8.5 Evaluation Criteria:** The evaluation panel will use both objective and subjective criteria to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal. The scores will then be averaged for each evaluation factor and then the weighted average score for each evaluation factor will be combined to calculate the overall score.

**90 and above = Excellent**

**80 and above = Above Average**

**70 and above = Average**

**69 and below = Below Average**

**60 and below = Poor**

**50 and below = Non-Responsive**

**8.6 Potential "Competitive Range" or "Best and Finals" Negotiations:** The Authority reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. All interviews are at the sole discretion of the Authority.

## 9.0 Section 3 Business

**9.1 Introduction.** The purpose of this document is to, in simplified terms, explain to proposers, major components pertaining to the Section 3 Business program required by the Agency's funding source, the U.S. Department of Housing and Urban Development (HUD).

### 9.2 What is Section 3?

**9.2.1** Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

**9.2.2** *The requirements pertaining to Section 3 apply only to purchases and contracts the Agency completes for work—the requirements of Section 3 DOES NOT apply to purchases or contracts the Agency completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."*

**9.2.3** *Section 3 is race and gender neutral in that preferences are based on income-level and location.*

### 9.3 What Does "Section 3 Worker" Mean?

**9.3.1** A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (**See Section 9.7**)
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant

### 9.4 What Does "Targeted Section 3 Worker" Mean?

**9.4.1** A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

(1) is employed by a Section 3 business concern; or

(2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:

- (i) A resident of public housing or Section 8-assisted housing;
- (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
- (iii) A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

(1) is employed by a Section 3 business concern: or

(2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:

- (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
- (ii) A YouthBuild participant

## **9.5 What Does “Section 3 Business Concern” Mean?**

**9.5.1** A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

## **9.6 What is YouthBuild?**

**9.6.1** YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or

rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. Each year, more than 6,000 youth participate in approximately 210 YouthBuild programs in more than 40 states. More information can be found here: <https://www.dol.gov/agencies/eta/youth/youthbuild>.

(Table No. 4)

## 9.7 Low-Income and Very Low-Income Determination

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Household Income	\$39,450	\$45,050	\$50,700	\$56,300	\$60,850	\$65,350	\$69,850	\$74,350

Table of 2021 Adjusted Mean Income for Lucas Metropolitan Housing Authority

## 9.8 What record keeping responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?

**9.8.1** Recordkeeping requirements for recipients are found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR §75.31.

## 9.9 Contracting Requirements

**9.9.1** (b) Contracting. (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers. (2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

- (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;

(iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

## 10.0 Recap of Attachments

[Table No.5]

Attachment/Tab		Description
A	Tab 1 of Administrative Proposal	Form of Proposal [2 pages]
B	Tab 1 of Administrative Proposal	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> [2 pages]
C	Tab 2 of Administrative Proposal	Profile of Firm Form [2pages], resumes, scope of services offered, client references
C.1	Tab 4 of Administrative Proposal	Form HUD 2922 – <i>Certification Regarding Debarment and Suspension</i> [2 pages]
D	Tab 3 of Administrative Proposal	Section 3 Business Self-Certification Form
D-1	Tab 3 of Administrative Proposal	Section 3 Individual Low-Income Person Self-Certification Form
D-2	For Reference	LMH Section 3 Hours Worked Reporting Form
E	For Reference	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i> [2 pages]
F	For Reference	Supplemental Conditions
G	For Reference	Sample LMH contract [4 pages]
G-1	For Reference	Form HUD-5370-C1, <i>General Conditions for Non-Construction Contracts Section I (Without Maintenance Work)</i>

<b>G-2</b>	<b>For Reference</b>	Form HUD-5370-C2, <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
<b>G-8</b>	<b>For Reference</b>	HUD Maintenance Wage Rate Determination (MWRD) – FY 21-22
<b>H</b>	<b>Tab 1</b>	Price Proposal Form (Attachment H)
<b>I</b>	<b>Tab 4</b>	Equal Opportunity Employment Certification [2 pages]
<b>J</b>	<b>Tab 4</b>	Subcontractor Listing
<b>K</b>	<b>Tab 4</b>	Non-Collusive Affidavit
<b>L</b>	<b>Tab 4</b>	Level of Interest /Addendum Acknowledgement

## 11.0 Recap of Tables

[Table No. 6]

Table No.	Description
1	RFP Information at A Glance
2	Proposal Format
3	General Evaluation Criteria Point Values
4	Adjusted Mean Income / Section 3
5	Recap of Attachments
6	Recap of Tables

**FORM OF PROPOSAL**  
**(RFP Attachment A - insert in Tab No. 1)**

(This Form must be fully completed and placed under Tab No. 1 of the 1 "hard copy" tabbed proposal submittal.)

**(1) Instructions.** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the offeror. Also, complete the following Statement's herein:

[Table No. 1]

"X" = Item Included	Tab No.	Proposal Submittal Item (one original signature copy of each document)
	1	Letter of Transmittal
	1	Form of Proposal (Attachment A)
	1	Proposal Price Form (Attachment H)
	2	Profile of Firm Form (Attachment C)
	2	Proposed Services, Comprehensive list of services offered & Client References
	3	Section 3 Business Documentation (Attachment D - D1)
	4	HUD 5369-C (8/93), Certifications and Representations (Attachment B)
	4	HUD 2992 (Attachment C-1)
	4	Equal Employment Opportunity/Supplier Diversity (Attachment I)
	4	Subcontractor Listing (Attachment J)
	4	Non-Collusive Affidavit (Attachment K)
	4	Level of Interest/Addendum Acknowledgement (Attachment L)

**(2) SECTION 3 STATEMENT.** Are you claiming to be a Section 3 business? Yes  No  Pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 3 (in Step #1).

**(3) Debarred Statement.** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Ohio, or any local government agency within or without the State of Ohio? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

**(4) Disclosure Statement.** Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency?

\_\_\_\_\_  
Signature    Date    Printed Name    Company



**FORM OF PROPOSAL**  
**(RFP Attachment A - insert in Tab No. 1)**

(This Form must be fully completed and placed under Tab No. 1 of the 1 "hard copy" tabbed proposal submittal.)

Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

**(5) Felony Disclosure.** Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any offeror that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

**(6) Non-Collusive Affidavit.** The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said offeror entity has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham proposal or to refrain from offering, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other offeror, to fix overhead, profit or cost element of said proposal price, or that of any other offeror or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

**(7) Offeror's Statement.** The undersigned offeror hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned offeror is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the eProcurement Marketplace, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Form of Proposal, the Proposal Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein, and through his proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

LUCAS METROPOLITAN HOUSING AUTHORITY

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

### 1. Contingent Fee Representation and Agreement

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

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

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

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

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

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

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

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

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

**PROFILE OF FIRM FORM  
(RFP Attachment C)**

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

(1) Prime  Sub-contractor  (This form must be completed by and for each).

(2) Name of Firm:

Telephone:

Fax:

Email:

(3) Street Address, City, State, Zip:

(4) Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in Ohio; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 2 a brief professional resume for each):

[Table No. 1]

Name	Title	% of Ownership

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 2 a brief resume for each. (Do not duplicate any resumes required above):

[Table No. 2]

Name	Title

**PROFILE OF FIRM FORM  
(RFP Attachment C)**

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

**(7) Offeror Diversity Statement.** You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

- Caucasian American (Male) \_\_\_\_\_%
- Public-Held Corporation \_\_\_\_\_%
- Government Agency \_\_\_\_\_%
- Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

- Resident-Owned\* \_\_\_\_\_%
- African American \_\_\_\_\_%
- Native American \_\_\_\_\_%
- Hispanic American \_\_\_\_\_%
- Asian/Pacific American \_\_\_\_\_%
- Hasidic Jew \_\_\_\_\_%
- Asian/Indian American \_\_\_\_\_%
- Woman-Owned (MBE) \_\_\_\_\_%
- Woman-Owned (Caucasian) \_\_\_\_\_%
- Disabled Veteran \_\_\_\_\_%
- Other (Specify): \_\_\_\_\_%

**WMBE Certification Number:**

**Certified by (What Agency):**

**(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)**

**(8) Federal Tax ID No.:**

**(9) Local Business License No. (if applicable):**

**(10) State of Ohio License Type and No. (if applicable):**

**(11) Federal License Type and No. (if applicable):**

**(12) Worker's Compensation Insurance Carrier:**

Policy No.:

Expiration Date:

**(13) General Liability Insurance Carrier:**

Policy No.

Expiration Date:

**(14) Automobile Liability Insurance Carrier:**

Policy No.

Expiration Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

# Certification Regarding Debarment and Suspension

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title



## SECTION 3 BUSINESS SELF-CERTIFICATION FORM

*(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)*

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

Section 3 Business Category	Additional Required Data	Mark an "X" on Your Election
It is at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Signature:		Date Signed:
Print Name:	Title:	
Company Name:	Signers Email:	
Address		
Telephone Number		
Type of Business: (Check One): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other		





# SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM

*(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)*

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individuals current year income annualized for the year you are being confirmed as low-income.

Printed Name: \_\_\_\_\_

Street Address (Not a PO Box)                      Apt#                      City                      State                      Zip

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

To qualify as a Section 3 Person, you must meet one of the standards in the box on the left and your individual annual income must not exceed the number in the left box below.

<p>Check only one line below that describes your housing situation:</p> <p><input type="checkbox"/> I am a Public Housing Resident or Section 8 Assists me with my rent, or I am a current YouthBuild participant</p> <p><input type="checkbox"/> I receive No HUD support, but I am low-income and live in the Lucas County MSA</p>	<p>My Individual Income does not exceed: \$39,400.</p>
<p>The Toledo, OH MSA contains the following areas: Fulton County, OH; Lucas County, OH; Monroe County Michigan, Fulton County Michigan, and Wood County, OH (Except Bowling Green).</p>	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



LUCAS METROPOLITAN HOUSING SECTION 3 HOURS WORKED REPORTING FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed by your company on the \_\_\_\_\_ contract including those meeting the Section 3 income requirements as low- or very low-income. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individuals current year income annualized for the year you are confirming they are low-income. If your company employs any person, you believe is low income now or was when they were hired within the past five years, please have them complete the "SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM" and return it to the GC immediately. Please keep in mind the objective and the HUD benchmark requirements for this project are:

- 20% of the total labor hours worked by everyone employed under the project must be worked by Section 3 Workers (Defined as the low and very low-income people in your project service area)
- And
- 5% of the total labor hours worked by everyone employed under the project must be worked by Targeted Section 3 Workers (Defined as Public Housing and Section 8 Assisted persons in your project service area)

Therefore, we are interested in identifying as many people Section 3 workers as possible that will allow us to count their hours toward the benchmarks. However, all hours worked by everyone on the project must be reported monthly to:

Martice Bishop  
Workforce Development Coordinator  
[mbishop@lucasmha.org](mailto:mbishop@lucasmha.org)

Official Hours Worked for the Period of \_\_\_\_\_ 2021 - \_\_\_\_\_ 2021

Total Hours Worked by all Non-Section 3 staff \_\_\_\_\_

Total Hours Worked by All Section 3 staff Targeted and Non-Targeted \_\_\_\_\_

Please list the names and hours worked by each Section 3 Worker individually below or on a separate sheet.

First Name	Last Name	Total Hours This Period Only
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



# Instructions to Offerors Non-Construction

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

## 1. Preparation of Offers

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

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

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

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

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

## 2. Submission of Offers

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

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

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

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

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

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

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

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

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Construction - (RFP/RFQ Attachment F)**

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**1.0 GENERAL CONDITIONS.**

**Supplemental Instructions to Bidders & Contractors (SIBC)  
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- 1.1 Applicability.** If referred to within the text of such, this SIBC shall be applicable to all solicitations that the Lucas Metropolitan Housing Authority (hereinafter, “the Agency”) conducts and shall be applicable to any contract that the Agency awards to or signs with any firm, agency or individual pursuant to that RFP. A copy of this SIBC shall be made available to any actual or prospective bidder, or Contractor who does business with or intends to do business with the Agency.
- 1.1.1 HUD Forms.** Unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this SIBC, the provision in the RFP or contract document shall govern. Further, in the case of any attached HUD forms, most specifically: HUD-5369-B (8/93); HUD-5369-C (08/93); HUD-5370-C1 and II (3/31/2020), the information within such HUD form(s) shall govern over any other information issued, especially any information issued within any Agency-created forms that are issued as a part of this solicitation.
- 1.2 Definitions** (pertaining to all RFP documents issued by the Agency pertaining to this RFP, including the attachments and the ensuing contract):
- 1.2.1 "Agency"** is the Lucas Metropolitan Housing Authority. Unless otherwise defined herein or within the ensuing contract, whenever the term "the Agency" is used without clearly designating a responsible Agency staff person, the bidder(s) shall assume that responsibility for that item rests with the CO.
- 1.2.2 "Contract"** refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the RFP documents such is referring to both the RFP documents and the ensuing contract document.
- 1.2.3 "Contracting Officer (CO)"** - When named within an RFP document shall refer to either the ED or the person he/she has delegated such responsibilities to.
- 1.2.4 "Contractor"** and the term "successful bidder" may be used interchangeably.
- 1.2.5 "Days"** unless otherwise directed, shall refer to calendar days.
- 1.2.6 "ED"** is the Agency President and Chief Executive Officer.
- 1.2.7 "Herein"** shall refer to all documents issued pursuant to the noted RFP, including the RFP documents and the attachments.
- 1.2.8 "HUD"** is the United States Department of Housing and Urban Development. HUD is the Federal agency that the Agency receives some funding from; however, pertaining to this RFP, correspondences, including

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bid submittals, received from each bidder must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).

- 1.2.9** "Offer" is the bid submittal referred to within the following Section 1.2.14 that the bidder delivers to the Agency in response to the RFP.
- 1.2.10** "Offeror" or "Offerors" are the bidders.
- 1.2.11** "Parties" - When "the parties," "both parties" and/or "either party" is stated within the RFP documents or the contract, such refers to the Agency and the successful bidder(s).
- 1.2.12** "Bid" and/or "Bid Submittal" is the "hard copy" document that the bidder is required to, as detailed within the RFP document, deliver to the Agency.
- 1.2.13** "Protestant" is a prospective or actual bidder who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an RFP or contract, the protestant must have been involved in the RFP process in some manner as a prospective bidder (i.e. registered and received the RFP documents).
- 1.2.14** "Prospective Bidder" or "Bidder" - A prospective bidder is a firm or individual who has been notified of the RFP solicitation and/or who has requested and/or received the RFP documents and is considering responding with a bid; a bidder is a firm or individual who has submitted a bid in response to the RFP. All terms and conditions shall apply equally to all prospective and/or actual bidders, though prospective bidders may not, after the deadline set for receiving bids, receive further notices pertaining to that RFP—meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to actual bidders and not to all prospective bidders.
- 1.2.15** "Request for Proposals" (RFP) is the competitive bid process allowed by HUD, especially as defined within Chapter 7 of HUD Procurement Handbook 7460.8 REV 2.
- 1.2.16** "RFP Document(s)" - Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information posted on the [internationaleProcurement.com](http://internationaleProcurement.com) eProcurement Marketplace, that the Agency makes available to all prospective bidders wherein is detailed the Agency's requirements.
- 1.2.17** "Solicitation" or "Competitive Solicitation" is the RFP process detailed herein.

**2.0 CONDITIONS TO BID.**

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- 2.1 Pre-Qualification of Bidders.** Prospective bidders will not be required to pre-qualify in order to submit a bid. However, all bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective bidder to provide the requested information may, at the Agency's discretion, eliminate that bidder from consideration, provided that all bidders were required to submit the same information as a part of the RFP process (in the case of a successful bidder(s), these requirements shall also apply in the context of the successful bidder or bidders).
- 2.2 Forms, Documents, Specifications, and Drawings.**
- 2.2.1** It shall be each prospective bidder's responsibility to, prior to submitting a bid in response to the RFP, examine carefully and, as may be required, properly complete and submit all documents issued pursuant to this RFP.
- 2.2.2** Unless otherwise instructed and where applicable, specifications and drawings do not purport to show all the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.
- 2.2.3** The Agency shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual bidder. Such changes that are issued before the deadline for receipt of bids shall be binding upon all prospective bidders. Such changes that are issued after the receipt of bids, but prior to award shall be binding upon all parties that have submitted bids; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her bid. Such withdrawal must be delivered, in writing, to the CO within the 5-day deadline period.
- 2.3 Bid Preparation, Submission, and Receipt by the Agency.**
- 2.3.1 Required Forms.** All required forms furnished by the Agency as a part of the RFP document issued shall, as instructed, be fully completed and submitted by the bidder. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the bidder must "edit" the form back to its original form (for example, signature lines must appear on the page the line was originally intended to be on).
- 2.3.1 Manner of Submission.** The bid submittal shall be submitted in the manner detailed within the RFP document. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure



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to open and consider that bid, and may, at the discretion of the CO, eliminate that bidder from consideration for award.

- 2.3.2 Time for Receiving Bids.** Bids received prior to the time set as the deadline for the receipt by the Agency of the bid submittal shall be securely kept, unopened, by the Agency. The CO, whose duty it is to open such bids, will decide when the specified time has arrived. No bid received after the designated deadline shall be considered, except as detailed Section 6 of form HUD-5369-B (08/1993), *Late Submissions, Modifications, and Withdrawal of Bids*), each form attached hereto.
- 2.3.3.1** Bidders are cautioned that any bid submittal that may be time-stamped as being received by the Agency after the exact time set as the deadline for the receiving of bids shall be returned unopened to the bidder. Any such bids inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to the Agency or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.
- 2.3.4 Public Opening of Bids.** Pursuant to the RFP process, bids shall be privately opened as decided by the Housing Authority. The Proposals will be evaluated for Responsiveness and Reasonableness. Further, the proposals will be evaluated against the criteria that is stated in the RFP. Persons other than Agency staff involved in this process are not allowed to be present during the responsive and responsibility evaluations, nor may they at inspect the proposals until after award has been completed.
- 2.3.5 Withdrawal of Bids.** Bids may be withdrawn as detailed within Section 6 of form HUD-5369 (08/1993), *Late Submissions, Modifications, and Withdrawal of Bids*), each form attached hereto. Negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been received and opened.
- 2.3.6 Conflicting Conditions.** Any provisions detailed within any of the RFP documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFP documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this ITBC, unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this ITBC, the provision in the RFP or contract document shall govern.
- 2.3.7 Interpretations.** No official oral interpretation can be made to any bidder as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective offeror, in writing, pursuant to the schedule set within the RFP document issued and as directed by the Agency. Official interpretations will be issued in the form of addenda, which will be delivered to each bidder; but it shall be

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the prospective bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful bidder and all bidders shall be bound by such addenda, whether or not received by the prospective or successful bidder(s).

**2.4 Exceptions to Specifications.**

**2.4.1** A bidder may take exception to any of the bid documents or any part of the information contained therein, by submitting, in writing to the CO, at least 10 days prior to the bid deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the Agency will be issued in writing within 5 days of receipt of such exception request. The Agency reserves the right to agree with the prospective bidder and issue a revision to the applicable RFP requirements or may reject the prospective bidder's request.

**2.4.2** When taking exception, prospective bidders must bid services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the Agency officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

**2.5 Lump Sum Cost Breakdown (LSCB).**

**2.5.1** When applicable, the Agency reserves the right to, at any time, request and receive from any or all bidders a LSCB of any or all the costs bid. The bid documents constitute an outline of the work to be completed by the bidder. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the bidder in order to comply with the bid documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

**2.5.1.1** The purpose of this LSCB will serve the Agency in two distinct areas:

**2.5.1.1.1** **Prior to award of Bids.** The Agency may request a LSCB for any or all items reflected within the RFP document as "lump sum" for the purpose of determining an unbalanced cost bid. The CO's Designee, using acceptable methods dictated by the industry, shall conduct the analysis.

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**2.5.1.1.2 After Award.** The Agency may request a LSCB for any or all items reflected within the RFP document as “lump sum” for the purpose of making partial payments to the successful bidder.

**2.5.1.1.3 Increase/Decrease.** Under no circumstances, may any cost item reflected as “lump sum” be increased and/or decreased as a result of the LSCB analysis.

**3.0 EVALUATION.**

**3.1 Proposal Results.** It is understood by all bidders/prospective bidders that the bids received will be evaluated and will be made available upon written request to the Legal department through a public records request.

**3.1.1 Bid documents** submitted by the bidders shall not be a matter of public record until after award has been completed. The Agency shall, however, upon request, verify that the bid documents submitted are/were acceptable.

**3.2 Award of Bid(s).** The successful bidder shall be determined as the responsive and responsible bidder who submits the proposal that most meets the criteria specified in the RFP, and pursuant to an evaluation by a committee of LMHA staff, and is within a reasonable range for the budget set, as long as he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the Agency, to the best interests of the Agency to accept the bid. All bidders will be notified in a timely manner of the results of the evaluation after award has been completed.

**3.3 Rejection of Bids.**

**3.3.1** The Agency reserves the right to, at any time during the bid process, reject any or all bids received. In the case of rejection of all bids, the Agency reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgment of the Agency, the best interest of the Agency will be promoted.

**3.3.2** Prospective bidders acknowledge by downloading and receiving the RFP documents and/or by submitting a bid that the submission of a bid to the Agency is not a right by which to be awarded that bid, but merely an offer by the prospective bidder to perform the requirements of the RFP documents in the event the Agency decides to consider an award to that bidder.

**3.4 Cancellation of Award.** The Agency reserves the right to, without any liability, cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.

**3.5 Mistake in Bid Submitted.**

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- 3.5.1** A request for withdrawal of a bid due to a purported error need not be considered by the Agency unless the same is filed in writing by the bidder within 48 hours after the bid deadline (bidders may of their own volition withdraw a bid prior to the bid deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the Agency, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and prepared by the bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the Agency retains the right to accept or reject any bid withdrawal for a mistake.
- 3.5.2** Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the Agency's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the CO, for his/her review. This mistake must be corrected before the issuance of contract documents.
- 3.6 Irregular Bid Submittal.** A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at the Agency 's discretion, be cause for rejection:
- 3.6.1** If the forms furnished by the Agency are not used or are altered or if the bid costs are not submitted as required and where provided (especially within the eProcurement Marketplace).
- 3.6.2** If all requested completed attachments do not accompany the bid submitted.
- 3.6.3** If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the bidder submitting the same a competitive advantage over other bidders.
- 3.6.4** If the bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
- 3.6.5** If the individual Pricing Items submitted by a specific bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from the Agency's cost estimate for that item.
- 3.7 Disqualification of Bidders.** Any one or more of the following shall be considered as sufficient for the disqualification of a bidder and the rejection of his/her bid:
- 3.7.1** Evidence of collusion among prospective or actual bidders. Participants in such collusion will receive no recognition as bidders or bidders for any future work of the Agency until such participant shall have been reinstated as a qualified bidder or bidder. The names of all participants

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in such collusion shall be reported to HUD and any other inquiring governmental agency.

- 3.7.2 More than one bid for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the Agency within the bid documents issued, including by addendum.
- 3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant, and/or other resources.
- 3.7.4 Documented unsatisfactory performance record as shown by past work for the Agency or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.
- 3.7.5 Incomplete work, which in the judgment of the Agency, might hinder or prevent prompt completion of additional work, if awarded.
- 3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
- 3.7.7 Failure to comply with any qualification requirement of the Agency.
- 3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the Agency) who will be employed by the successful bidder(s) to complete the work of the bid contract.
- 3.7.9 As required by the RFP documents, failure of the successful bidder to be properly licensed by the State of Ohio and/or to be insured by a general liability and/or worker's compensation policy.
- 3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of the Agency.

**3.8 Burden of Proof.** If requested by the Agency, it shall be the responsibility of the bidder(s) to furnish the Agency with sufficient data or physical samples, within a specified time, so that the Agency may determine if the goods or services offered conform to the Specifications.

**4.0 Right to Protest.**

**4.1 Rights.** Any prospective or actual bidder, offeror, or Contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

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4.1.1 An alleged aggrieved “protestant” is a prospective or actual bidder who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the alleged inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective bidder (i.e. registered and received the RFP documents) when the alleged situation occurred. The Agency has no obligation to consider a protest filed by any party that does not meet these criteria.

4.2 **Administrative Powers.** It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

4.3 **Procedure to Protest.** An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Agency from accepting or considering that protest:

4.3.1 The alleged aggrieved protestant must file, in writing, to the CO’s Designee the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the Agency or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the Agency from any responsibility to consider the protest and take any corrective action.

4.3.2 The written instrument containing the reason for the protest must be received by the CO’s Designee within 10 days after the occurrence of any of the following:

4.3.2.1 The deadline for receiving bids;

4.3.2.2 Receipt of notification of the results of the evaluation or the award; or

4.3.2.3 The alleged aggrieved protestant knows or should have known the facts.

4.3.3 In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the bid deadline). Protests received after these dates shall not be considered.

4.3.4 The CO’s Designee shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved

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protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.

**4.3.5 Administrative Appeal.** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the CO's Designee, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the CO's Designee request an administrative appeal hearing be granted. The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the Agency from accepting or acting on that request for administrative hearing:

**4.3.5.1** The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relive the Agency of any responsibility to consider such request.

**4.3.5.2** The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.

**4.3.5.3** It shall be within the administrative powers of the ED to, after review of the request submitted, grant or deny any request for administrative appeal.

**4.3.5.4** If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

**4.3.5.5** If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all bids submitted and a copy of the original written protest, to the Agency Legal Counsel for consideration. The Agency Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.

**4.3.5.5** Such written decision delivered to the alleged aggrieved protestant shall exhaust the Agency internal protest and

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administrative appeal process available to the alleged aggrieved protestant.

**5.0 Disputed Billings (Charges).**

**5.1 Procedures.** In addition to the procedures detailed within Clause No. 7 of Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts - Public Housing Programs*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

**5.1.1** The Agency's representative shall, within 10 days after the Agency's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

**5.1.2** If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

**5.1.3** If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either (NOTE: Within the following, "appropriate," at the discretion of the Agency):

**5.1.3.1** Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of Ohio;

**5.1.3.2** Not pay the disputed charge and submit the matter to the appropriate district court in the State of Ohio;

**5.1.3.3** Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of Ohio.

**6.0 Additional Considerations.**

**6.1 Right of Joinder.**

**6.1.1** Any political subdivision within the State of Ohio may be granted the privilege of joining the awarded contract, only at the option of the successful bidder. If the successful bidder so grants such a privilege, the terms and conditions of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful bidder.



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- 6.1.2** The successful bidder shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful bidder allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the successful bidder in any manner whatsoever.
- 6.2 Non-Escalation.** Unless otherwise specified within the RFP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.
- 6.3 Funding Restrictions and Order Quantities.** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:
- 6.3.1** Funding is not available;
- 6.3.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- 6.3.3** The Agency's requirements in good faith change after award of the contract.
- 6.4 Required Permits.** Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the Agency or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the successful bidder and any costs submitted by the bidder shall reflect all costs required by the successful bidder to procure and provide such necessary permits.
- 6.5 Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Ohio State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 6.6 Government Standards.** It is the responsibility of the prospective bidder to ensure that all items and services bid conform to all local, State and Federal laws concerning safety (OSHA and NOSHA) and environmental control (EPA and Ohio DEP) and any other enacted ordinance, code, law, or regulation. The successful bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted or financial consideration given to the successful bidder for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.
- 6.7 Freight on Bill and Delivery.** All costs submitted by the successful bidder shall reflect the cost of delivering the bidded items and/or services to the location(s) specified within the RFP documents or within the contract.
- 6.7.1** The successful bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver

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on or before the specified date constitutes an event of default by the successful bidder. Upon default, the successful bidder agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

- 6.8 Communication.** If during the period of the contract, it is necessary that the Agency place toll or long-distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful bidder will bear the charge or expense for all such calls and/or telegrams.
- 6.9 Work on Agency Property.** If the successful bidder's work under the contract involves operations by the successful bidder on Agency premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful bidder, its agents, employees, or subcontractors.
- 6.10 Estimated Quantities.** Unless otherwise indicated within the RFP documents, the quantities reflected within the RFP documents, to the best of the Agency's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the Agency under the finalized contract; but, pursuant to all RFP documents, these quantities will be used as calculation figures to determine the successful bidder.
- 6.11 Warranty.**
- 6.11.1** The services provided under the contract shall conform to all information contained within the RFP documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 6.11.1** The liability of the successful bidder to the Agency (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.
- 6.12 Official, Agent and Employees of the Agency Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

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- 6.13 Subcontractors.** Unless otherwise stated within the RFP documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO. The Department of Labor frowns on the use of 1099 laborers and subcontractors.
- 6.14 Salaries and Expenses Relating to the Successful Bidders Employees.** Unless otherwise stated within the RFP documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful bidder further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 6.15 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 6.16 Independent Contractor.** Unless otherwise stated within the RFP documents or the contract, the successful bidder is an independent Contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 6.17 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 6.18 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 6.19 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 6.20 Limitation of Liability.** In no event shall the Agency be liable to the successful bidder for any indirect, incidental, consequential, or exemplary damages.
- 6.21 Indemnity.**

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- 6.21.1** The successful bidder shall protect, indemnify and hold the Agency, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the Agency, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the Agency, its officers, employees, agents, consulting engineers or other retained consultants such as:
- 6.21.1.1** as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful bidder, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or
  - 6.21.1.2** as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or
  - 6.21.1.3** through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed, or installed so as to give rise to a claim; or
  - 6.21.1.4** because of any claim or amount recovered under the "Ohio Industrial Insurance Act", or any other law, ordinance, or decree, which claim, or recovery, arose out of or is attributable to any act or failure to act on the part of the successful bidder in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful bidder under and by virtue of this contract which is considered necessary by the Agency for such purpose, may be retained by the Agency for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the Agency provided, however, that money due the successful bidder will not be withheld when the successful bidder produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

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- 6.21.2** In this connection, it is expressly agreed that the successful bidder shall, at its own expense, defend the Agency, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful bidder has indemnified the Agency, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful bidder shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful bidder including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the Agency shall reimburse the successful bidder for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.
- 6.21.2** Reimbursement to the successful bidder by the Agency, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful bidder of its responsibility as set forth in the RFP documents.
- 6.21.3** The successful bidder guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.
- 6.22 Lobbying Certification.** By proposing to do business with the Agency or by doing business with the Agency, each bidder certifies the following:
- 6.22.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of an 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 any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 6.22.2** 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 its instructions.
- 6.22.3** The successful bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers

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(including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**6.22.4** This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**6.23** **2 CFR §200.326, Appendix II, *Contract Provisions For Non-Federal Entity Contracts Under Federal Awards*.** Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Agency and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFQ will include the following clauses, whether actually inserted or by reference:

**6.23.1 Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

**6.23.1.1** If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Section No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which form is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

**6.23.1.2** Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in

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the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

- 6.23.1.3** After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 6.23.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.
- 6.23.2** **Termination for Cause and Convenience.** For all contracts in excess of \$10,000, as detailed within Clause No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I (With or without Maintenance Work)*, attached hereto.
- 6.23.3** **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 6.23.4** **Davis-Bacon Act, as amended (40 U.S.C.3141-3148).** Where applicable and when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In

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addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 6.23.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or *contracts for transportation or transmission of intelligence*.
- 6.23.7 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.



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- 6.23.8** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 6.23.9** 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 (42 U.S.C. 6201).
- 6.23.10** **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 6.23.11** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 6.23.12** ***§200.322 Procurement of recovered materials.*** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative

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procurement program for procurement of recovered materials identified in the EPA guidelines.

- 6.24 Additional Federally Required Orders/Directives.** Both parties agree that they will comply with the following laws and directives that the Agency has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this RFQ:
- 6.24.1 Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
  - 6.24.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
  - 6.24.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968.**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
  - 6.24.4 The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
  - 6.24.5 Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).
  - 6.24.6 HUD Information Bulletin 909-23** which is the following:
    - 6.24.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
    - 6.24.6.2** Clean Air and Water Certification; and
    - 6.24.6.3** Energy Policy and Conversation Act.
  - 6.24.7** The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is

**Supplemental Instructions to Bidders & Contractors (SIBC)  
Construction - (RFQ/RFP Attachment F)**

required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

## Attachment G

Contract No: 20-CNSLT  
Resolution No.:

### LUCAS METROPOLITAN HOUSING AUTHORITY CONTRACT

**THIS CONTRACT** ("Contract") is made by and between **ABC Contractor** ("**Contractor**"), 1234 Main St., Toledo, Ohio 43612, (419) 480-1600, ([abc@gmail.com](mailto:abc@gmail.com)); and Lucas Metropolitan Housing Authority, ("LMH"), a body corporate and politic under Ohio law, whose principal office is located at 435 Nebraska Avenue, Toledo, Ohio, 43604.

**NOW, THEREFORE**, Contractor and LMH, for the consideration stated herein, mutually agree as follows:

**ARTICLE I.** Statement of Work.

**ARTICLE II.** Contract Price. This is an Indefinite Quantity Contract for services. When LMH or its affiliates have need of services, a proposal will be requested with a scope of work. There is no guarantee of a minimum or maximum amount of services. The not to exceed amount of the contract shall be, and the minimum amount shall be. Any changes to this Contract shall be made pursuant to a modification, agreed to, and signed by both parties.

**ARTICLE III.** Invoice and Payment. Contractor must receive a purchase order for the work. Contractor must invoice LMH within 30 days after completion of the work. LMH agrees to make payment within 30 days of receipt of invoices and any required documentation from Contractor. LMH reserves the right to withhold payment if work or submittals by contractor are not satisfactory based on standards established by LMH.

Contractor will submit invoice as follows:

Go to our website – [www.lucasmha.org](http://www.lucasmha.org) , select "*Doing Business*" at the top. On the menu list is Vendor Invoice Submission, click on "Invoice Submission Form", and fill out the cover sheet. Attach your invoice to the cover sheet. Make sure that you have a purchase order number. Direct the invoice to the department and the person who ordered the work.

**ARTICLE IV.** Contract Documents. The following documents are incorporated herein by reference: a. this Instrument; b. the Contractor's Submission; c. the Request for Proposals; and d. HUD5370-C1 General Conditions for Non-Construction Contracts, which are included into this agreement by reference.

If there is a conflict between this Contract and the terms contained in an Exhibit, the terms of this Contract are controlling and binding on the parties.

**ARTICLE V.** Insurance and Indemnification. Contractor, and those acting through it or on its behalf, including but not limited to all subcontractors (collectively referred to as "Contractor"), agrees to name LMH as an additional insured on its general liability policy, and any other insurance policy as determined by LMH that is relevant to the contract scope of work. These policies shall also be primary to and non-contributory to LMH's General Liability policy. Contractor agrees to indemnify LMH, to the fullest extent provided by law, for any and all claims arising out of the Contractor's negligence in performance of this contract. Contractor agrees to provide proof of General Liability insurance coverage with combined single limit for bodily injury and property damage not less than \$1million per occurrence. Contractor also agrees to provide proof of Automobile insurance of owned and non-owned vehicles used on the sites or in connection therewith for combined single limit for bodily injury and property damage not less than \$500,000 per occurrence. LMH reserves the right to request a copy of the applicable insurance policy or policies, with endorsements, from the contractor. Contractor must maintain the same insurance coverage set forth above during the entire length of the contract.

## Attachment G

Contract No: 20-CNSLT

Resolution No.:

**ARTICLE VI.** Section 3 Compliance. Contractor and LMH further expressly affirm their commitment to Section 3 compliance and Contractor expressly agrees to cooperate with any and all efforts by LMH to verify and confirm such compliance. In addition to the regulations regarding Section 3 in 24CFR Part 135, the parties to this contract agree to comply with the requirements of LMH's Section 3 policy. The Contractor shall not trigger Section 3 Compliance and has completed the required Section 3 "Not Feasible" Non-Trigger affidavit on Form D-2.

**ARTICLE VII.** MBE/WBE/SBE Compliance. The Contractor shall take affirmative steps, found in form HUD-5370, clause 38, to ensure that whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms.

**ARTICLE VIII.** AFFH Compliance. The parties agree to affirmatively further fair housing. For purposes of the AFFH rule, the duty to "affirmatively further fair housing" means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.

**ARTICLE IX.** Equal Opportunity. The contractor will ensure that all employees, applicants for employment, and any subcontractors if applicable, are not discriminated against because of their race, color, religion, sex, military status, national origin, disability, pregnancy, genetic information, age, ancestry, religious creed, handicap, or sexual orientation, consistent with 41 CFR 60-1.4(a) and any other applicable statute or law.

**ARTICLE X.** Contract Period. This Contract shall begin on January 1, 2021 and terminate on December 31, 2021. There are four optional one-year renewals with this contract.

**ARTICLE XI.** Breach of Contract. Pursuant to 2CFR 200.326, Appendix II, the Contractor and the Agency shall communicate with each other in a clear and complete manner as possible. If at any time during the term of this contract the Agency is not satisfied with any issue, a written Notice to Cure that details the issue and a corrective action. The Contractor will have ten (10) days to respond. If the Contractor is in material breach of the contract, the Agency may invoke the termination clause within Section 3 of the Contract Appendix No. 1, form HUD-5370-C Section 1, which is attached hereto, and terminate for cause.

**ARTICLE XII.** Termination for Convenience. LMH reserves the right to terminate this agreement without prior notification for reasons it deems in the best interest of LMH. If terminated, LMH will notify the Contractor of the termination electronically, via email, and shall pay Contractor for services rendered prior to Contractor's receipt of the Notice of the Agreement Termination.

**ARTICLE XIII.** Force Majeure. If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify LMH in writing.

**ARTICLE XIV.** Waiver. Contractor acknowledges that no delay or failure by LMH in exercising any right under this Contract and no partial or single exercise of such right shall constitute a waiver (post or perspective) of that right.

**ARTICLE XV.** Governing Law. Contractor and LMH agree that Ohio law governs this Contract. LMH and Contractor agree to comply with all applicable federal, state and local laws and ordinances as may be amended from time to time.

**ARTICLE XVI.** Assignment. This contract cannot be transferred or assigned without prior written approval from LMH.

## Attachment G

Contract No: 20-CNSLT

Resolution No.:

**ARTICLE XVII.** Disputes. All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. The Contracting Officer shall within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made. LMH's policy is to resolve all contractual issues informally without litigation. Disputes shall not be referred to HUD unless all administrative remedies have been exhausted between the parties.

**ARTICLE XVIII.** All notices and reports submitted to the Agency by the Contractor pursuant to this contract shall be made in writing and delivered to the attention of the following department representing the Agency:

Lucas Metropolitan Housing Authority  
435 Nebraska Avenue  
Toledo, Ohio 43604  
Attention: Legal Department

**ARTICLE XIX.** Penalties and Interest. In accordance with the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments, and cross-referenced in 23 CFR 85.22, certain penalties and interest cannot be paid with HUD program funds without written advanced permission of HUD.

**ARTICLE XX.** Recordkeeping. The contractor shall retain all significant and material documentation and records concerning this contract for a period of three years after the final payment and all matters pertaining to the contract are closed.

**ARTICLE XXI.** Contract Standards. The following clauses pertain to this contract are included by reference: Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-37080) for contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers. Sections 103 and 107 of the Contract Work Hours and Safety Standards for contracts awarded in excess of \$2,500. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, to agree to comply with all applicable standards, order or regulations issued pursuant to compliance. Contractor is to comply with the mandatory standards and policies relating to energy efficiency which are contained in HUD Information Bulletin 909-23 regarding the Energy Policy and conversation Act.

**ARTICLE XXII.** Debarment, Suspension and Lobbying. Executive Orders 12549 and 12689 provide a contract award may not be made to parties listed on the government wide Excluded Parties List System for Award Management (SAM). Also, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that requires a contractor who apply or bid for an award of \$100,000 or more must file the required certification. For all construction and repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

**ARTICLE XXIII.** May not be applicable. Davis Bacon Act. For all construction contracts awarded in excess of \$2,000, when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

**ARTICLE XXIV.** Additional Federal Orders / Directives. Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary to prevent discrimination by agencies that utilizes federal funds; Public Law 88-352 Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program which received federal financial assistance. Public Law 90-284, title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act, the Agency requires that the Contractor administer all programs

**Attachment G**

**Contract No: 20-CNSLT  
Resolution No.:**

and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing. Contractor also abides by the Age Discrimination Act of 1975, and Anti-Drug Abuse Act of 1988.

**ARTICLE XXV.** Right of Joinder. Any political subdivision may be granted the privilege of joining the awarded contract. If the Contractor grants the privilege, the ensuing contract may be passed on to the joining political subdivision by the Contractor.

**ARTICLE XXVI.** Non-Escalation. Unless otherwise specified within the bidding documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

**ARTICLE XXVII.** Confidentiality Clause. Contractor understands that from time to time, their employees may come into contact with confidential information and records about LMH’s employees/applicants/residents/participants.

**Therefore:**

- a. Contractor agrees to advise their employees not to disclose such confidential information and records.
- b. Contractor agrees to advise their employees that they shall not directly or indirectly, publish, make known or in any manner disclose any confidential information or records, or permit any inspection or copying of confidential information and records by, any individual or entity for any purpose, except with the express prior written consent of LMH.
- c. Contractor agrees to advise their employees to hold such information in confidence after the work in this solicitation is completed.

**AUTHORITY.** Contractor and LMH certify that the below named individuals have the authority to enter into this Contract on behalf of their respective organizations, and voluntarily do so on the date indicated below.

By: \_\_\_\_\_  
**, President**  
ABC Company

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
**Joaquin Cintron Vega, President & Chief Executive Officer**  
Lucas Metropolitan Housing Authority

\_\_\_\_\_  
Date

# General Conditions for Non-Construction Contracts

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

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.



- 
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 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 HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (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 HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

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

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

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor 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 be 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 the notices to be provided by the Contracting Officer 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 notice to be provided by the Contracting Officer 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 Government contracts, or federally assisted construction 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 Housing and Urban Development or 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 interests of the United States.

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**5. Disputes concerning labor standards**

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

**6. Contract Work Hours and Safety Standards Act**

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



**CONTRACTS**

Asbestos Abatement worker	22.92
Brick Mason	25.64
Carpenter	25.92
Cement Mason	21.21
Concrete Finisher	24.81
Drywall Installer/Plasterer	24.93
Drywall Taper	24.93
Electrical Services	34.03
Elevator Maintenance	21.80
Fence Installer/Repair	16.80
Flooring Specialist	24.92
Glazier	25.85
Grounds Laborer	9.00
Basic HVAC services	24.23
Insulation worker	28.18
Janitorial for Unit Turn	12.45
Laborer	15.18
Painter for Unit Turn	21.98
Low Voltage Camera Repair	25.56
Basic Plumbing Services	34.34
Roofer	17.60
Security & Fire Alarm service work	22.38
Tile Setter	24.92
Tree Trimmer	19.05

The contracts must be for routine work and not for projects over \$2,000 that are DB.

X The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.

(HUD Labor Relations: If applicable, check box and initial below.)

DD

LR Staff Initial

**FOR HUD USE ONLY**

**LR2000:**

**Log in:**

**Log out:**

**PRICE PROPOSAL FORM (ATTACHMENT H)**

**RFP21-R027 Basic Plumbing Services**

Unless otherwise stated, the proposed labor rates are all-inclusive of all related costs that the successful respondent will incur to provide the noted service including, but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, tools, standard equipment of the trade, long distance telephone calls, travel expenses, document copying, etc. not specifically agreed to by Lucas Metropolitan Housing (LMH).

**Straight Time Rate**

**Straight Time rates are those services completed:**

On normal work days and performed between the hours of 8:30 am et and 5:00 pm et, Monday - Friday (excluding holidays)

Trade		U/M	Price
1	Apprentice Plumber	Hourly Rate	
2	Journeyman Plumber	Hourly Rate	
3	Master Plumber	Hourly Rate	

**Weekend/Holiday Rate**

**Weekend/Holiday rates are those services completed:**

On normal work days and performed between the hours of 5:00 pm et and 8:30 am et, Monday - Friday

On Saturdays, and Sundays

On Holidays

Trade		U/M	Price
4	Apprentice Plumber	Hourly Rate	
5	Journeyman Plumber	Hourly Rate	
6	Master Plumber	Hourly Rate	

**Parts and materials**

Parts and materials that are required to complete the job are allowed to be charged to LMH at cost plus a percentage markup fee as specified in solicitation section: 2.3.2.

Parts, Materials , & Rented Equipment		% (Less Tax)
7	Percentage Markup fee	

**Specialty Tools and Equipment Charges**

(If applicable) please list any specialty tools and equipment charges that may be applicable to complete the scope of work in solicitation section 2.3 during the contract period. If more lines are needed please include another list and place behind Price Form (Attachment H).

Equipment	Rate and Unit of Measure
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	



**LUCAS METROPOLITAN HOUSING AUTHORITY**

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I attest that the above information is true and correct.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

(STATE OF OHIO

\_\_\_\_\_ COUNTY)

I, the undersigned authority, A Notary Public in and for said County in said State, hereby certify that, \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing conveyance, he/she in his/her capacity as \_\_\_\_\_, and with full authority, executed the same voluntarily for and as the act of said Business entity.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission Expires

\_\_\_\_\_



NON-COLLUSIVE

**AFFIDAVIT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being  
first duly sworn, deposes and says:

That he/she is the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder 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 any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant, or of that of any other bidder, or to secure any advantage against the Lucas Metropolitan Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires\_\_\_\_\_.

