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## QUOTATIONS FOR SMALL PURCHASES (QSP)

QSP #17-Q005

Strategic Plan Consulting Services

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Issue Date: June 22, 2017

Due Date: July 12, 2017, 3:00pm EST

Expected Begin Date: End of July 2017

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### SUMMARY

Lucas Metropolitan Housing Authority (LMHA) is seeking proposals from interested and qualified organizations and firms to provide Strategic Planning Services.

### SCOPE OF SERVICES

LMHA is seeking a consultant to lead the board and staff through the process of developing a five-year strategic plan and to facilitate the strategic planning process that will provide organizational guidance and continuous development for future decision making. The purpose of the strategic planning process will be to (1) develop a comprehensive and effective five (5) year strategic plan that builds upon LMHA's organizational strengths and successes to support organizational growth and contribute to the prosperity of the City of Toledo and Lucas and Wood Counties; (2) establish annual plans which identify, communicate and monitor progress of key priorities for each year to assist in the advancement of the strategic plan; (3) determine organizational priorities.

Scope of Services:

1. Vendor will provide a SWOT (strengths, weaknesses, opportunities, and threats) analysis.
2. Vendor will utilize data to assist in the development of core values and goals and objectives to effectively achieve LMHA's mission.
3. Vendor will:
  - Assist LMHA in determining whether or not the current vision and mission are still relevant to LMHA'S existing environment and future direction;
  - Evaluate internal strengths and weaknesses;
  - Evaluate external opportunities and threats;
  - Assist in the development of short and long-term goals and objectives; and
  - Assist in the development of outcomes to measure the success of established goals and objectives.
4. Vendor will assist with the development of Indicators and Benchmarks to allow LMHA to obtain quantifiable measures of progress as well as timeframes.
5. Vendor will engage key stakeholders in the process to include but not be limited to, board, management, staff, public, etc., to gather information and determine core values and priorities.
6. Vendor will include as a part of the strategic planning process facilitation of a Planning Retreat with the board of directors, management and staff to:
  - a. Review and revise, as necessary, LMHA's vision and mission statements

Demetria M. Simpson, President and Chief Executive Officer

Board of Commissioners:

Hugh W. Gefe - *Chairman*, Barbara J. Fuqua - *Vice Chairman*, Alisha M. Gant, William J. Brennan, James A. Peppers

- b. Develop key strategies for accomplishing goals
  - c. Develop short and long-term goals and objectives
  - d. Develop key indicators, benchmarks, and a set of outcomes that can serve as the basis for performance measures
  - e. The location, cost and event planning of the retreat will be coordinated through LMHA.
7. Vendor will provide a draft Strategic Plan along with Annual Plans for review, corrections and revisions with the understanding that several iterations may be necessary prior to finalization.
8. Vendor will provide final Strategic Plan and corresponding Annual Plans (if any) in hardcopy and electronic format within a period not to exceed fourteen (14) days prior to the final contract deadline.

### **Minimum Qualifications of Individuals Assigned to this Project**

Possess all appropriate licenses and/or certifications for service requested as required by the City of Toledo, Lucas County, the State of Ohio, and/or Federal affiliations to fulfill the obligations of this solicitation.

### **GENERAL INFORMATION**

Lucas Metropolitan Housing Authority is a metropolitan housing authority organized and existing under the Ohio Revised Code Section 3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulation under Title 24 of the Code of Federal Regulation. LMHA is governed by a five (5) person Board of Commissioners, appointed pursuant to the above cited statute. The President and Chief Executive Officer controls the daily operations.

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

### **Submission Instructions**

LMHA is seeking electronic submissions only. Submissions delivered by any other method (to include U.S. Mail, courier or fax) will not be accepted. **An electronic PDF file is to be submitted to the attention of “Sherry Tobin, Procurement Manager, Procurement & Contracts”. The file must be labeled with the Respondent’s Name, QSP Title, QSP Number, and Due Date.**

Contractor’s shall click on [LMHA’s Online Vendor Proposal Upload Form link](#) and upload required documents to complete timely submission for this RFP. Items requested must be received via this method. Failure to submit said documents by the stated deadline will make the Contractor ineligible for award.

The PDF file may also be submitted by copying and pasting the link below:

<https://na11.springcm.com/atlas/Forms/SubmitForm.aspx?aid=17534&FormUid=bc9ead86-adf6-e511-97db-d89d67132a6d>

Upon the receipt of quotes, LMHA shall request any and all additional information needed in order to make a determination of the most responsive and responsible Quoter. Items requested must be received within three (3) business days. Failure to submit said documents within the stated deadline, may make the Contractor ineligible for award.

### **Applicable Documents**

The following documents are hereby attached to this QSP by reference and also available to be downloaded on the eProcurement website:

<b><u>Document #</u></b>	<b><u>Attachments</u></b>
<b>1</b>	<b>QSP 17-Q005 Quotations for Small Purchases – Strategic Plan Consulting Services</b>
<b>2</b>	<b>HUD 5370-C Section I General Conditions for Non-Construction Contracts (With or Without Maintenance Work) (1/1/2017)</b>
<b>3</b>	<b>Quotation Request Form</b>
<b>4</b>	<b>Contractor’s Certificate Concerning Equal Employment Opportunities (EEOC )</b>
<b>5</b>	<b>Non-Collusive Affidavit</b>
<b>6</b>	<b>Contractor/ Vendor Qualifications Statement</b>
<b>7</b>	<b>HUD Table 5.1 Contract Clauses – Small Purchases other than Construction</b>
<b>8</b>	<b>LMHA Section 3 Forms (6/20/17)</b>
<b>9</b>	<b>Reference Release Forms (please make 3 copies and provide to us for verification)</b>
<b>10</b>	<b>HUD 5369-B Instructions to Offerors Non- Construction</b>
<b>11</b>	<b>Sample Contract</b>

## **Reservation of Rights**

LMHA reserves the right to:

- Reject any or all quotes in whole or in part, to waive any informality in the QSP process, to waive any and all informalities or irregularities in any quotation submission or to terminate the QSP process at any time, if deemed by the Agency to be in its best interests.
- Not to award a contract pursuant to this QSP.
- Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 10 days written notice to the successful quoter(s).
- Determine the days, hours and locations that the successful quoter(s) shall provide the services called for in this QSP and the right to increase or decrease sites and locations as LMHA desires.
- Retain all quotes submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving quotes without the written consent of LMHA.
- Negotiate the fees quoted by the submitting entity.
- Reject and not consider any quote that does not meet the requirements of this QSP, including but not necessarily limited to incomplete quotes and/or quotes offering alternate or non-requested services.
- Have no obligation to compensate any quoter for any costs incurred in responding to this QSP.
- Make an award to multiple quoters (including joint ventures).
- Select quoter(s) for specific purposes or for any combination of specific purposes
- To defer the selection and award of any quoter(s) to a time of the LMHA's choosing.
- At any time during the QSP or contract process, to prohibit any further participation by a quoter or reject any quote submitted that does not conform to any of the requirements detailed herein. By accessing the [nahro.economicengine.com](http://nahro.economicengine.com) Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective quoter 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 LMHA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by LMHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve LMHA, but not the prospective quoter, of any responsibility pertaining to such issue.

## **Proof of Insurance for Contractors and Vendors**

### Workers' Compensation:

1. LMHA requires that contractors and vendors supply LMHA with a current Workers' Compensation Certificate.
2. LMHA 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:

1. Contractor agrees to name **LMHA** as an **additional insured** on its general liability policy, which shall be primary to LMHA's general liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work.
2. These policies shall also be primary to and non-contributory to LMHA's General Liability policy.
3. Contractors and subcontractors shall name LMHA as an additional insured on their General Liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work.
4. Contractor and subcontractor shall indemnify LMHA, to the fullest extent provided by law, for any and all claims arising out of the contractor's and subcontractor's performance of this contract.
5. 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.
6. LMHA reserves the right to request a copy of the contractor and subcontractor's full insurance policies and applicable endorsements.
7. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

### Automobile Liability:

Reserved.

### Indemnity:

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

### Processing:

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

### **Contract Period – Funding & Invoicing**

Contracts shall be for an initial one-year period with the option of two (2) additional one-year renewals solely at the discretion of the LMHA. If all options are executed, the contract shall be for a total of three (3) years. The offeror(s) can claim payment only for services already provided, in amount determined by the negotiated rate. No advance payment will be made. LMHA payment terms are N30. Payment by LMHA is made within 30 days of receipt of invoices and any required documentation.

At minimum, invoices require:

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

**Additionally, all invoices require electronic submittals for approval. Please adhere to the following submission procedure:**

- 1) View “Introduction to Vendor Portal Submission Form” at: <http://screencast.com/t/Jw0rzi68ckp8> .
- 2) Submit invoices via following link and follow the instructions of preceding video: <http://www.lucasmha.org/Procurement/tabid/59/Default.aspx>

**Invoices not submitted as directed above will result in delay of payment.**

### **Confidentiality & Security**

Any vendor that has access to confidential information will be required to keep that information confidential.

### **Availability of Funds**

This QSP and all agency contracts are contingent on the availability of funds. If, during the QSP process, funds are not available for the quoted services, the QSP process will be canceled. The vendor will be notified at the earliest possible time. LMHA is not required to compensate the vendor for any expenses incurred as a result of the QSP process.

### **Non-Appropriation Clause**

The quoted 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 of other services performing similar functions and services.

### **Termination**

LMHA reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of LMHA. If terminated, LMHA will notify the contractor of the termination in writing by certified mail, return receipt requested, and shall pay contractor for services rendered prior to contractor's receipt of the Notice of the Agreement Termination.

### **Contractor Right to Debriefing and Appeal**

General:

It is LMHA'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.

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 LMHA's office. If the debriefing is in-person, travel expenses shall be the sole responsibility of the Offeror and not LMHA.

Bid Protest:

Any actual or prospective contractor may protest the solicitation or award of a contract only for serious violations of the principles of LMHA's Statement of Procurement. All protests shall be in writing and forwarded to the Manager of Procurement and Contracts.

If the protest is in regards to the solicitation, the notice of protest must be received prior to the solicitation deadline. If the protest is in regards to award, the notice of protest must be received within ten (10) calendar days after contract award or the protest will not be considered. 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 and project title; a detailed statement of the reasons for the protest; supporting exhibits, evidence, or documents to substantiate any arguments; and the form of relief requested.

LMHA shall issue a decision as expeditiously as possible after receiving all relevant information requested.

## **Requirements - Other**

**Upon determination and request, the quoter(s) must provide the LMHA with:**

- Attachments completed in full (and notarized if required).
- Qualifications (to include professional references, copies of any certifications/licenses and background material about the submitting company/firm)
- Current copy of its Ohio Workers' Compensation Certificate (if applicable)
- Current copy of general liability insurance certificate **naming the LMHA as an additional insured**, which shall be made "primary" to LMHA's general liability policy.
- Copy of W-9 form
- Any additional information or material that LMHA needs and requests to assist in the evaluation of quotes received

**NOTE: Offerors ARE NOT required to submit the above by the submission deadline (with the exception of the Attachments and the qualifications if they are part of the evaluation documents). However, quoter must provide to LMHA upon determination and request after solicitation due date.**



## EVALUATION CRITERIA

The selective process may involve the ranking of quoters by an appointed LMHA evaluation committee. Evaluation criteria to be used in reviewing quotes and their respective weights are as follows:

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

Max Value	FACTOR DESCRIPTION
30	<b>No. 1: Demonstrated Quality of Performance and Past Record of Professional Experience</b> in undertaking assignments similar to those described in the Scope of Services; to include <b>timely</b> and <b>successful Strategic Plan completion</b> as verified by reference checks or other means, citing examples of similar project completion in size and scope. Particular interest in to Public Housing Authority, Tax Credit, and/or HUD-related projects.
30	<b>No. 2: Itemized Proposal Budget</b> (price) relative to project.
20	<b>No. 3: Capacity and Qualifications to Perform Services</b> in terms of number and type of staff to be assigned tasks, staff experience and staff availability. Resumes, licenses and technical expertise.
20	<b>No 4: Approach and Grasp of Performance Expectations of services to be performed under Scope of Services, and methodology to be utilized.</b>
Max Value 100	<b>Total Points (Other than Section 3 Business Preference of Compliance Points)</b>

## Section 3 Requirements

Section 3 requirements apply to all projects and activities funded in whole or in part with covered funds. If any HUD funding is used for the project/activity, then the entire project budget is then subject to Section 3 requirements.

Section 3 requirements do not apply to any agreement or contract for the purchase of supplies and materials only.

It is LMHA's policy to achieve Section 3 goals by providing opportunities in one or more of the following areas:

### A. Training and Employment Opportunities for Section 3 Residents

When the Section 3 regulation is triggered by the need for new hires, LMHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to hire Section 3 residents amounting to at least 30% of the aggregate number of full-time new hires.

When hiring opportunities are offered and all requirements are met and remain equal, LMHA, contractors and subcontractors shall direct their efforts to hire Section 3 residents in the order of priority preference provided below:

1. Residents at the housing development where the work is being performed (Category 1 residents).
2. Residents of other LMHA public housing developments and holders of housing choice vouchers (Section 8 rent assistance) managed by LMHA (Category 2 residents).
3. Participants in Youthbuild programs being carried out in the metropolitan area in which Section 3 covered assistance is expended (Category 3 residents).
4. Other Section 3 area residents (Category 4 residents).

### B. Contracting Opportunities for Section 3 Business Concerns

When the Section 3 regulation is triggered by the need for subcontracting a portion of the work to another business, LMHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to subcontract:

1. **Building Trades:** At least 10% of the total dollar amount of all Section 3 covered contracts or purchase orders for building trades work, maintenance, repair, modernization, or development of public housing to Section 3 business concerns.
2. **Other contracts (Non-building trades):** For other Section 3 covered contracts or purchase orders that are not building trades work covered above, the goal is to subcontract at least 3% of the total dollar amount to Section 3 business concerns. This includes professional service contracts such as legal, architects, engineers, consultants, or any other contract or purchase order for services that are not building trades.

### **Self-Certification of Section 3 Residents and Section 3 Business Concerns**

In order to receive preference as a Section 3 resident or Section 3 business concern, the resident or business must self-certify that they meet the eligibility requirements. (see Section 3 Form #4 and Section 3 Form #2, respectively).

### **Contractor Responsibilities in meeting Section 3 goals**

All contractors are held to the same Section 3 compliance requirements of LMHA as stated in its Section 3 policy. The LMHA Section 3 policy states that when the Section 3 regulation is triggered by a need for new hires or by a need to subcontract a portion of the work, every effort within the contractor's disposal must be made to the greatest extent feasible to direct all available employments, training, and contracting opportunities to Section 3 residents.

Contractors must also proactively facilitate compliance with Section 3 subject to the definition of a Section 3 covered contract. Contractors will have fulfilled their responsibility when they can provide evidence that the following have occurred in the case of hiring, contracting, solicitation and recruitment effort:

1. Extra or greater efforts in notifying Section 3 residents of opportunities through posting job openings in the offices of procurement, in the local media and on the LMHA website;
2. Conveying that the hiring/contract work is a Section 3 Covered opportunity in any advertisement for bids / proposals by placing the following language in each advertisement/public notice and website "This job is covered under the requirements of Section 3 of the HUD Act of 1968".
3. Notifying subcontractors in each pre-bid meeting of the Section 3 requirements.
4. Providing "Section 3 Resident Self-Certification Forms" for employment at the contractor/subcontractor business offices.
5. Encouraging the training of Section 3 residents by the subcontractors.
6. Facilitating an opportunity or job fair for the contractor and subcontractor to meet interested Section 3 residents for possible employment.
7. Documenting actions taken to comply with Section 3 requirements including all results and impediments using the LMHA prescribed mechanism or form.
8. Posting all job sites funded by LMHA with a location or phone number of whom and how to apply for any opportunities for employment, training or contracting. The sign should be no smaller than a 24" x 24" and should specifically read "This project is covered under Section 3 of the HUD Act of 1968 which requires that any new opportunities be directed to low- and very low income persons in the community. Please contact \_\_\_\_\_ at \_\_\_\_\_ for information on any Employments, Contracting and Subcontracting opportunities.
9. Distributing or posting flyers advertising positions to be filled
10. Notify the local workforce development board about open positions

## **Other Economic Opportunities to achieve Contractor Compliance**

A contractor may provide one or more of the following “other economic opportunities” under this section:

1. **Training and Employment:** A detailed plan for training should be described in a written narrative and provided for LMHA review. Contractors seeking to provide training may identify a qualified training firm that has the proper experience working with low-income and public housing residents in particular. The contractor will procure the training/firm individual at its expense to provide direct recruitment and solicitation to LMHA residents for employment related training. Verification of the agreement between the contractor and training firm/individual must be provided to LMHA’s Section 3 Compliance Coordinator.
2. **Other Results-Oriented Economic Opportunities:** Other Results -Oriented Economic Opportunities are programs designed to provide economic opportunities to Section 3 residents, including, but not limited to: Section 3 joint ventures, teaming agreements or combination of other economic opportunities. A contractor must submit to LMHA a plan detailing these “Other Results-Oriented Economic Opportunities” and receive an approval prior to implementation.

### **Section 3 Forms**

Form #1: Section 3 Clause Acknowledgement - This is a mandatory form that is completed and returned by all contractors answering a solicitation

Form #2: Section 3 Business Self-Certification Form – This a a form to be submitted by a Section 3 Business that is seeking preference.

Form #3: Contractor Section 3 Assurance of Compliance and Action Plan – This mandatory form (6 pages) is to be returned with an action plan, list of subcontractors, and an outreach plan. Part 3 of the form is to be used by business who do not anticipate triggering Section 3 regulations, and both boxes in Part 3 must be initialed.

Form #4: Section 3 Resident Self-Certification and Skills Data Form – this form can be returned if you are a Section 3 resident seeking preference, or it can be used during the interview and application process when hiring for a Section 3 Covered project.

**Section 3 Business Concern Preference Point Value (Total: 5 Points Maximum)**

Preference means, if at any time a contractor should bid or issue a response to a Request for Proposal (RFP) or Request for Qualifications (RFQ), and your price and qualifications or proposal are equal to any Non-Section 3 Business Concern, you will receive Preference in that contract award. Preference points shall be added to the total number of available rating points.

**Preference Chart:**

<b>Max Value</b>	<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION FACTORS</b>
<b>5</b>	<b>Resident-Owned Business Concern Entity</b> – A Business Concern that is 51% or more owned by Section 3 Resident(s). A Business claiming Section 3 status, because at least 30% of their permanent full-time employees are Section 3 residents; or within three years of the date of employment with the business concern were Section 3 residents. Or a joint venture with Resident-Owned Business concern. Or participation in Youthbuild.
<b>3</b>	<b>Direct hiring of Section 3 residents.</b> Supporting documentation required.
<b>1</b>	<b>Contractor provides training opportunities.</b> Supporting documentation required
<b>Max Value 5</b>	<b>Section 3 Business Preference Participation <u>Bonus</u> Points</b>

**Total Evaluation Criteria Point Value – General Evaluation Criteria AND Section 3 Bonus Points (Total: 105 Points Maximum)**

## **CONTRACT AWARD**

**The contract award will be made to the most responsive and responsible offeror(s) whose quotation is most advantageous to the LMHA, considering price and qualifications.** This solicitation may be canceled and all quotations that have already been received may be rejected if the services are no longer required or the price exceeds available funds and for good cause when it is in the best interests of the LMHA.

The LMHA will take affirmative measures to ensure that all respondents are treated without regard to their age, race, religion, color, national origin, ancestry, sex, sexual orientation, handicap/disability or military status in consideration for award of any contract entered into pursuant to this notice.

**This Request for Price Quotation is not an offer to buy, and shall not be assumed as such.**

### **Contact Persons**

Quoters should contact the following project representatives.

### **For Submission of Additional Documentation When Requested**

**Sherry Tobin, Manager of Procurement and Contracts**

Lucas Metropolitan Housing Authority  
435 Nebraska Avenue, Toledo, Ohio 43604  
Fax: (419) 254-3495  
E-mail: [stobin@lucasmha.org](mailto:stobin@lucasmha.org)

### **For Section 3-Related Questions**

**Martice Bishop, Section 3 Compliance Coordinator**

Lucas Metropolitan Housing Authority  
Phone: 419-259-9441, Fax: 419-259-9494  
E-mail: [mbishop@lucasmha.org](mailto:mbishop@lucasmha.org)

**Quotation Request Form**

<b>Offeror:</b> _____ _____ _____	<b>Terms: N30</b>  <b>Quote Expiration Date:</b> _____
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To Whom It May Concern:

We are currently developing a program of vendor sources. Therefore, we would appreciate a quote from you for the service listed within the **Quotations for Small Purchases (QSP) #17-Q005 / Strategic Plan Consulting Services due no later than, July 12, 2017 at 3:00p.m. EST.** Please forward this form and all documentation per "Submission Instructions" listed. List total cost of project and include applicable information to support your quotation. Indicate when your price quote shall expire.

Thank you,  
 Sherry Tobin  
 Manager of Procurement and Contracts  
 Lucas Metropolitan Housing Authority  
[stobin@lucasmha.org](mailto:stobin@lucasmha.org)

Description of Services	Total Cost of Project
Development of Agency Strategic Plan for Lucas Metropolitan Housing Authority  In addition to this <i>Quotation Request Form</i> , Offerors are expected to submit documentation describing the tasks required to successfully develop the Strategic Plan, according to current requirements as dictated in the scope of services. The expectation is that the Consultant understands they are required to produce a significant amount of updated demographic data and other information required for Plan completion. Firms wishing to submit a quote, shall forward a proposal which will include (but is not limited to) an outline of services to be rendered, project approach, references, all fees, and payment schedule; communicating the firm's ability to provide necessary services for this project.	\$_____

Federal I.D. # \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email: \_\_\_\_\_

# General Conditions for Non-Construction Contracts

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

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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 \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 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.



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- (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.



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 \_\_\_\_\_ )  
  ) SS>  
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\_\_\_\_\_.



**Contractor/Vendor Qualification Statement**  
(Page 1 of 2)

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

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(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 [JURISDICTION]; (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 a brief professional resume for each):

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. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided 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 Certified \_\_\_\_\_ by \_\_\_\_\_ Certification Number: (Agency): \_\_\_\_\_  
 (NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

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

**Contractor/Vendor Qualification Statement**  
**(Page 2 of 2)**

(8) Federal Tax ID No.: \_\_\_\_\_

(9) [APPROPRIATE JURISDICTION] Business License No.: \_\_\_\_\_

(10) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_

(11) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(12) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(13) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(14) 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 \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, 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 proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.

(17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

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

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

*MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN  
CONSTRUCTION*

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA 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 the Contract.

**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.

**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

***MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN  
CONSTRUCTION***

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.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA 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 (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) 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 PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.



**Section 3 Form #1: SECTION 3 CLAUSE ACKNOWLEDGEMENT**

**Economic Opportunities for Low- and Very Low-Income Persons (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 Section 3 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.

I have read and understand these requirements of this Section 3 funded project:

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Section 3 Form #2: SECTION 3 BUSINESS SELF-CERTIFICATION FORM**



<p><b>Please return this form to the following address:</b></p> <p><i>Martice Bishop Lucas Metropolitan Housing Authority 201 Belmont Avenue Toledo, OH 43604-0477</i></p>	<p><b>LMHA's Section 3 Self Certification</b></p> <p>For assistance completing the certification form, please email: <i>Martice Bishop at MBishop@lucasmha.org</i></p>
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**Section 3 Business Criteria:** Your business is eligible for Section 3 Business Certification if it meets any one of the following criteria. Please note that the definition of Section 3 qualified person is on Section 3 Form #3, "Section 3 Resident Self-Certification Form."

- 1. Fifty-one percent or more of your business is owned by a Section 3 resident or residents.
- 2. Thirty percent or more of your permanent, full-time employees are Section 3 residents.
- 3. You can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to Section 3 businesses: (a) that are fifty-one percent or more owned by public housing residents or (b) that has thirty percent or more of their permanent, full-time employees as public housing residents.

**Section 3 Business Certification Statement:** I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to Lucas Metropolitan Housing Authority that all of the information on this form is true and correct. I understand that it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business concern status. I also understand that failure to complete this form completely and accurately may result in debarment or other administrative remedies available to HUD, and criminal or civil penalties under federal, state, and local laws.

- My business is a Section 3 business in accordance with the standard checked above under Section 3 Business Criteria.
- My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name		
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 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 1 of 6)**

**PART I-- Purpose:** To ensure that regulations promulgated under 24 CFR Part 135 “Economic Opportunities for Low- and Very Low-Income Persons” is met, LMHA has developed and approved a Section 3 Policy for LMHA. Information on specific compliance with Section 3 is found in LMHA’s Section 3 Policy, or in the regulations at 24 CFR Part 135.

This form, along with all related required documents included shall serve as the ‘assurance of compliance’ certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by LMHA.

Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contract Name/Solicitation #: \_\_\_\_\_

Total amount of Bid: \_\_\_\_\_

**PART II: PRIOR COMPLIANCE CERTIFICATION**

I am certifying that my business has complied with the HUD Section 3 regulations in its past HUD contracts/purchase orders.

\_\_\_\_\_  
Signature/Title

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

\_\_\_\_\_  
Date

**PART III: IS SECTION 3 TRIGGERED BY THIS CONTRACT?**

**IF CONTRACTOR DOES NOT ANTICIPATE TRIGGERING THE SECTION 3 REGULATIONS, YOU MUST INITIAL BOTH BOXES BELOW:**

I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

I do not anticipate subcontracting any portion of the work on this contract.

If you checked both boxes, do NOT check any other boxes or select any other options on this form! Review all other pages and execute the attestation and notarized signature on page 23 Form #3.

**IMPORTANT:** IF THIS CHANGES AT ANY POINT DURING YOUR CONTRACT, YOU MUST IMMEDIATELY CONTACT YOUR LMHA CONTRACT CONTACT AS WELL AS LMHA SECTION 3 Compliance Coordinator, Martice Bishop: MBishop@lucasmha.org

**Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 2 of 6)**

**PART IV: CONTRACTING/SUBCONTRACTING NEEDS:**

If you plan to subcontract, please list the proposed subcontractors and amounts below. Attach a Section 3 Business Concern Self-Certification form for each Section 3 Business identified.

<b>Subcontractor Name</b>	<b>Work to be performed (Building trade or other type of work)</b>	<b>Are they Section 3 Business? Yes/No</b>	<b>Contract Amount</b>	<b>% of Total Contract</b>

*Use an additional sheet if required*

**Total amount to be sub-contracted to Section 3 Business Concerns:**                 \$ \_\_\_\_\_

**Percentage of total \$ value of bid/contract:**   \_\_\_\_\_

**IMPORTANT:** Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to Section 3 business concerns and shall immediately contact your LMHA contract contact as well as LMHA Section 3 Coordinator.



**Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 3 of 6)**

**PART V: WORKFORCE NEEDS AND HIRING PLAN**

**Preliminary Statement for Workforce Needs:** LMHA intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and business concerns during the course of your contract funded by LMHA via its contractors. Please list the status of all planned employment position and opportunities for this contract. **Preference for all opportunities must be given to low- and very low-income residents if they qualify. If awarded a contract, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute new hires. You are hereby notified that you must notify LMHA or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. Anticipated workforce list may be provided on a separate sheet or in a different format.**

1. List Job Title/Trade	2. Total # of Employees Needed to complete Scope of Work by Job Title	3. Total # from Current Staff	4. Of the total # in column (3), how many are Section 3 Hires within the past 3 years?	Total # of New Hires Needed (Column 2 – Column 3)	Total # of New Hires expected to be Section 3 Residents
<b>TOTALS</b>					

*Use an additional sheet if required*

**PART VI. OTHER REQUIREMENTS**

Outreach Plan:

Check all methods you will employ to hire Section 3 residents. Posting the position in community sources that are generally available to low-income residents and the general public is a standard requirement.

Check at least three (3) other methods you will employ:

- The local community newspaper(s)
- The most widely distributed newspaper
- LMHA website
- LMHA properties management offices in a conspicuous location
- Homeless service agencies
- Local HUD-supported housing communities
- Local Workforce Board
- Other locations as approved by LMHA
- Email blast residents on LMHA Section 3 Resident List
- Post notices on social media controlled by LMHA

**Documentation of “To the Greatest Extent Feasible”:**

The contractor will work with LMHA Section 3 Coordinator and other designated staff to notify residents of any opportunities afforded under the contract. The contractor will collaborate with LMHA by giving preference of any employment opportunities to the Section 3 persons or business concerns.

The contractor and subcontractor(s) shall recruit or attempt to recruit from LMHA’s Section 3 area, based on the priority order in LMHA’s Section 3 Plan, the necessary number of low-income and very low-income residents through documentation of their efforts and of any impediments to comply. LMHA’s contractors and subcontractors shall:

1. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise qualified and if a vacancy exists.
2. Review and consider the Section 3 Resident List provided by LMHA prior to making new hires. If those hired are not Section 3 residents, or are in a lower preference category, the Contractor must explain in writing the qualifications that those on Section 3 Resident List lacked, or other reason for non-hire (e.g., job offer declined).
3. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.

Review and determine if low-income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority-hiring list and offered positions upon the occurrence of the first available appropriate job opening.

**Recordkeeping:**

The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from subcontractors, etc., in connection with this contract. If there is a report that is needed as part of the submission, you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records to LMHA, its staff, or agents.

**Reports:**

The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

**Certification:**

The contractor will certify that any vacant employment positions, including training positions, that filled...

- (1) after the contractor is selected but before the contract is executed; and
- (2) with persons other than Section 3 residents

...were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

**Other Economic Opportunities:**

If a contractor has demonstrated that it has no need or plans to subcontract or hire and can demonstrate that it has attempted, to the greatest extent feasible, to hire/contract Section 3 residents and/or contractors, it has fully complied and may move forward and secure non-Section 3 persons or firms.

If a contractor does not trigger the requirements of Section 3 but chooses to offer other economic opportunities such as training, mentoring, or business development for Section 3 residents of LMHA, it may offer to do so in a thorough written plan to the Section 3 Coordinator. These opportunities must be described in a written plan on how the contractor will offer other economic opportunities expressing the outreach, number of persons to be affected, and outcomes.

A contractor that has a need to hire or sub-contract may not use other economic opportunities as a substitute to attempt to meet hiring or contracting goals; the contractor must still demonstrate how it attempted to the greatest extent feasible, to meet the goals.

**Grievance and Compliance:**

The contractor or sub-contractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

### SECTION 3 CONTRACT COMPLIANCE CURE AND TERMINATION PROCESSES

This language is a component of contract compliance with the work contractors and sub-contractors including developers respond to in LMHA solicitations. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms 5370-C or 5370 C1 as may be applicable.

All contractors claiming a Preference in contracting by meeting any of the three Preference requirements including a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of total award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through contract execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with LMHA Section 3 Action Plan.

LMHA shall execute these remedies to achieve compliance in this order:

- A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail from LMHA notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance.
- B. If at any time a contractor fails to bring the contract into compliance, LMHA must withhold all future payments until the contract is in compliance.
- C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to LMHA why it cannot meet compliance. LMHA must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If LMHA deems the cause to be unacceptable, at its option, LMHA can extend the cause period one time for up to 5 days to allow the contractor to identify and secure other compliance options, or
- D. If the contractor fails to take any corrective action to bring the contract into compliance within seven (7) business days from the most recent notice of non-compliance, or LMHA does not accept any of the contractor's corrective plans or justifications for non-compliance, LMHA must terminate the contract immediately. **All funds due to the contractor shall be held** and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement.

Any contractor claiming to meet Section 3 compliance by committing to hire residents, fund training itself **shall meet compliance within seven (7) calendar days of contract start** or LMHA shall halt all payments to the contractor and its sub-contractors related to the agreement and the actions listed in steps A-D in this Section shall apply.

**Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 6 of 6)**

**ATTESTATION:**

I attest that the above information is true and correct and that by signing below, the Contractor hereby agrees to comply with Section 3 requirements.

Name of Prime Contractor: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Title of Authorized Officer: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTARY REQUIRED**

STATE:

COUNTY:

I, the undersigned a Notary Public in and for said authority and in said State, hereby certify that, \_\_\_\_\_, whose named as \_\_\_\_\_ (Title) of \_\_\_\_\_ (Company) 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 capability as \_\_\_\_\_ (Officer Title), and with full authority, executed the same voluntarily for and as the act of said corporation.

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

\_\_\_\_\_  
Notary Public      My Commission Expires: \_\_\_\_\_ {SEAL}



**Section 3 Form #4-- SECTION 3 RESIDENT SELF-CERTIFICATION AND SKILLS DATA FORM (Page 1 of 2)**

The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

**Printed Name of Individual:** \_\_\_\_\_

**My home address is (must be a street address and NOT a P.O. Box number):**

Street Address \_\_\_\_\_ Apt Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

I certify that I am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident below:

**To qualify as a Section 3 Resident, you must meet one of the following standards:**

1. Be a public housing resident or a Housing Choice Voucher program participant (Section 8 rent assistance voucher) managed by LMHA; OR
2. Be a low income or very low income person who resides in the service area where Lucas Metropolitan Housing Authority serves including the total service area in Lucas County Ohio, Monroe County Michigan, Fulton County Ohio and Wood County Ohio with the exception of the city of Bowling Green is located and whose total household income does not exceed the following amounts:

*Table of Adjusted Median Income for Lucas Metropolitan Housing Authority*

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	34,450	39,400	44,300	49,200	53,150	57,100	61,050	64,950

(Check all that apply):

I am a public housing resident (Name of housing development: \_\_\_\_\_)

I am a Section 8 rent assistance participant with LMHA (have a Housing Choice Voucher)

I live in the service area of the Housing Commission (Lucas Metropolitan Housing Authority)

My total annual household income is \$\_\_\_\_\_ and there are a total of \_\_\_\_\_ people living in my household.

Section 3 Form #4-- SECTION 3 RESIDENT SELF-CERTIFICATION AND SKILLS DATA FORM (Page 2 of 2)

- Graduated High School or GED Yes No
- Read & Speak English Fluently Yes No
- Graduated College, Trade, or Technical School Yes No

Please list degree or certifications: \_\_\_\_\_

Check the Skills, Trades, and/or Professions you have been employed in or contracted to do for others:

- |   |  |  |   |  |
|---|--|--|---|--|
| <input type="checkbox"/> Drywall Hanging            | <input type="checkbox"/> Drywall Finishing                 | <input type="checkbox"/> Interior Painting | <input type="checkbox"/> Framing                  | <input type="checkbox"/> Welding           |
| <input type="checkbox"/> HVAC                       | <input type="checkbox"/> Electrical                        | <input type="checkbox"/> Interior Plumbing | <input type="checkbox"/> Siding                   | <input type="checkbox"/> Metal/Steel Work  |
| <input type="checkbox"/> Cabinet Hanging            | <input type="checkbox"/> Door Replacement                  | <input type="checkbox"/> Trim/Carpentry    | <input type="checkbox"/> Heavy Equipment Operator |  |
| <input type="checkbox"/> Exterior Plumbing          | <input type="checkbox"/> Exterior Framing                  | <input type="checkbox"/> Stucco            | <input type="checkbox"/> Construction Cleaning    |  |
| <input type="checkbox"/> Concrete/Asphalt Work      | <input type="checkbox"/> Roofing                           | <input type="checkbox"/> Landscaping       | <input type="checkbox"/> Fencing                  | <input type="checkbox"/> Window/Door Repl. |
| <input type="checkbox"/> Telephone Customer Service | <input type="checkbox"/> Personal Care Aide                | <input type="checkbox"/> Receptionist      | <input type="checkbox"/> Teaching/Training        |  |
| <input type="checkbox"/> Sales                      | <input type="checkbox"/> Data Entry                        | <input type="checkbox"/> Cleaning          | <input type="checkbox"/> Administrative/Clerical  |  |
| <input type="checkbox"/> Driver's License           | <input type="checkbox"/> Commercial Driver's License (CDL) |  |   |  |
| <input type="checkbox"/> Other _____                | <input type="checkbox"/> Other _____                       |  |   |  |
| <input type="checkbox"/> Other _____                | <input type="checkbox"/> Other _____                       |  |   |  |

I am interested in:  **Training opportunities**  **Employment Opportunities**  **Both**

I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to Lucas Metropolitan Housing Authority that all of the information on this form is true and correct. I attest under penalty of perjury that my total household income and household size is as shown above, and that proof of this information may be requested in the future. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I also understand that failure to complete this form completely and accurately may result in other administrative remedies available to HUD. Finally, I authorize Lucas Metropolitan Housing Authority to include my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LUCAS METROPOLITAN HOUSING AUTHORITY  
Reference Release Form**

I, being \_\_\_\_\_ of \_\_\_\_\_  
give LMHA authorization to check our company's previous performance.

AUTHORIZING SIGNATURE: \_\_\_\_\_

**REFERENCE**

**COMPANY NAME:**

**COMPANY ADDRESS:**

**CONTACT PERSON:**

**PHONE/FAX NUMBERS/EMAIL ADDRESS:**

**PROJECT NAME AND/OR REFERENCE NUMBER:**

**BELOW SECTION TO BE COMPLETED BY REFERENCE**

**TECHNICAL PERFORMANCE**

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Completion of major tasks/ milestones/ deliverables on schedule.							
Responsiveness to changes in technical direction.							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods.							

**MANAGEMENT PERFORMANCE**

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Overall communication with staff.							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to manage multiple and diverse projects/tasks from planning through execution.							
Ability to effectively manage subcontractors.							
Ability to accurately estimate and control cost to complete tasks.							
Overall performance in planning, scheduling, and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							

**CUSTOMER SATISFACTION**

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's overall management performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business-like and concerned with the interests of the customer?							

**Total Dollar Amount of Contract:**

\_\_\_\_\_

**Description of Work Performed By Contractor:**

\_\_\_\_\_

**Additional Comments:**

\_\_\_\_\_

**Would you use Contractor again?**

\_\_\_\_\_ Y \_\_\_\_\_ N

**Signature and Title of Respondent:**

\_\_\_\_\_



# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The HA may

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

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

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

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

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

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

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

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

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

[Describe bid or proposal preparation instructions here:]

**LUCAS METROPOLITAN HOUSING AUTHORITY  
CONTRACT**

**THIS CONTRACT** ("Contract") is made by and between ABC Contractor, LLP ("**Contractor**"), 2 Jackson Street, Toledo, OH 43604, (419) 241-1234, (xxx@gmail.com); and Lucas Metropolitan Housing Authority, ("LMHA"), a body corporate and politic under Ohio law, whose principal office is located at 435 Nebraska Avenue, Toledo, Ohio, 43604.

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

**ARTICLE I.** Statement of Work. Contractor shall furnish all labor, material, equipment and services to provide all work required for Administrative Office Cleaning services in strict accordance with contract 16-MA033 and LMHA's Request for Proposals for "Administrative Office Cleaning Services" (RFP) 16-R005, issued June 15, 2016.

**ARTICLE II.** Contract Price. This is a Firm Fixed Fee Contract. This type of Contract does not require LMHA to order a specific minimum or maximum quantity of supplies or services. When LMHA shall have need of supplies and/or services, LMHA shall pay the Contractor for the performance of the Contract, subject to additions and deductions the amounts provided by the Contractor within his/her proposed fee schedule for the specific supplies and/or services needed. The total Not to Exceed amount of this contract shall be Ninety Thousand and no/100 dollars (\$90,000). Any changes to this Contract shall be made pursuant to a modification, signed by both parties.

**Or**  
Contract Price. This is an Indefinite Quantity Contract (IQC). The maximum not to exceed amount of this Contract shall be One Hundred Thousand and 00/100 Dollars (\$100,000.00). The minimum amount of this contract shall be no more than two and one half percent (2.5%) of the maximum do not exceed amount of this Contract, or Two Thousand Five Hundred and 00/100 dollars (\$2,500.00). Any changes to this Contract shall be made pursuant to a change order, signed by both parties.

**ARTICLE III.** Invoice and Payment. Contractor agrees to invoice LMHA every 30 days. LMHA agrees to make payment within 30 days of receipt of invoices and any required documentation from Contractor. However, LMHA holds the right to withhold payment approval if the work is not satisfactorily completed.

**All invoices require electronic submittals for approval.**

- Submission procedure can be viewed at "Introduction to Vendor Portal Submission Form" (<http://screencast.com/t/Jw0rzl68ckp8>).
- Submit invoices via <http://www.lucasmha.org/Procurement/tabid/59/Default.aspx>.

LMHA may issue purchase orders or task orders electronically (i.e. email or fax), via the Procurement Department or designee, depending upon the nature of the request.

**Important: Invoices not submitted as directed above will result in delay of payment.**

**Davis Bacon Applicability:** 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 LMHA expects (but does not guarantee) that all issued Task Orders may fall under the requirements of DBA. Upon the need for a Task Order, the Contractor shall be asked for a price proposal to include the current, applicable wage rates at that time and provide LMHA a Task Order quote. Once approved, the Contractor shall be required to submit Certified Payrolls for all applicable workers (including all laborers and

mechanics) during the Task Order contractual period. Please visit the following website to confirm the wages that are in effect when quoting and performing work [www.dol.gov](http://www.dol.gov).

**ARTICLE IV.** Contract Documents. The following documents are incorporated herein by reference: a. this Instrument; b. the Contractor's Submission c. HUD 5370 and HUD 5370-C Parts I and II, which are included into this agreement by reference.

**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 LMHA as an additional insured on its general liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work. These policies shall also be primary to and non-contributory to LMHA's General Liability policy. Contractor agrees to indemnify LMHA, 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. LMHA 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.

**ARTICLE VI.** Section 3 Compliance. Contractor and LMHA further expressly affirm their commitment to Section 3 compliance and Contractor expressly agrees to cooperate with any and all efforts by LMHA to verify and confirm such compliance. The Contractor has committed to hiring and maintaining throughout the life of any contract awarded as part of this solicitation (including changes or modifications). Only if no Category 1 Residents can be secured, the contractor may hire from Category II or Category III in that order. Sufficient justification will be required as to why no Category I Resident(s) could be hired. ( Or another option)

**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 VIX.** Contract Period. This Contract shall begin on XXXXXX 19, 2017, and terminate on XXXX 18, 2018. LMHA shall have the option to renew this Contract for four subsequent one-year agreements.

**ARTICLE X.** Termination for Convenience. LMHA reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of LMHA. If terminated, LMHA will notify the Contractor of the termination in writing by certified mail, return receipt requested, and shall pay Contractor for services rendered prior to Contractor's receipt of the Notice of the Agreement Termination.

**ARTICLE XI:** Waiver. Contractor acknowledges that no delay or failure by LMHA 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 XII.** Governing Law. Contractor and LMHA agree that Ohio law governs this Contract. LMHA and Contractor agree to comply with all applicable federal, state and local laws and ordinances as may be amended from time to time.

**ARTICLE XIII:** Assignment. This contract is cannot be transferred or assigned without prior written approval from LMHA.

**ARTICLE XIV:** 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. LMHA'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 XV.** Confidentiality Clause. Contractor understands that from time to time, their employees may come into contact with confidential information and records about LMHA'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 LMHA.
- c. Contractor agrees to advise their employees to hold such information in confidence after the work in this solicitation is completed.

**AUTHORITY:** Contractor and LMHA 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: \_\_\_\_\_ Date \_\_\_\_\_  
**Authorized Signer, Title**  
Company Name

By: \_\_\_\_\_ Date \_\_\_\_\_  
**Demetria M. Simpson, Interim Chief Executive Officer**  
Lucas Metropolitan Housing Authority