



Akron Metropolitan Housing Authority
100 West Cedar Street
Akron, Ohio 44307
(330) 762-9631
www.akronhousing.org

REQUEST FOR PROPOSAL

The Akron Metropolitan Housing Authority ("AMHA") has issued this solicitation with the intent to establish a contract for a Project Manager to manage the Choice Neighborhood Planning Grant awarded to AMHA and the City of Akron, in accordance with the requirements and terms and conditions specified herein.

Interested parties who wish to respond to this solicitation must submit the required documents in a sealed package or envelope to the below individual by **4 P.M., Eastern Standard Time (EST) April 26, 2021** to:

Akron Metropolitan Housing Authority
Attn: Erin Myers
Subject: Choice Neighborhood Project Manager RFP
100 West Cedar Street, Akron, Ohio 44307

Proposals must be submitted and time-stamped received in the designated AMHA office by no later than the submittal deadline. Proposals received after the published deadline will not be accepted. As concerns about the COVID-19 pandemic continue, AMHA's number one concern is protecting and preserving the health and safety of our residents, clients, employees, and communities. During this time, AMHA is encouraging interested parties to submit their proposals via mail. If utilizing this option, note the rules in Clause 6 of Attachment C - Instructions to Offerors regarding Late Submissions. Proposals dropped off in person must be submitted either by appointment or on the date proposals are due between the hours of 3:30 p.m. to 4:00 p.m. and will be accepted at the rear employee entrance by an AMHA employee. To schedule an appointment, interested parties must call 330-814-3780.

Any questions about this solicitation should be sent via email to emyers@akronhousing.org with "Choice Neighborhoods Project Manager RFP" in the subject line, by 4:00 P.M. EST, April 14, 2021. Any changes to the requirements specified herein will be done via an amendment.

AMHA is a public entity and is subject to the procurement requirements of the U.S. Department of Housing and Urban Development as published in the Federal Regulations at 2 CFR §200.317 - §200.326. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety. All proposals will be evaluated according to the criteria included herein.

1. BACKGROUND & INTENT

1.1 AMHA was founded in 1938 and is a large public housing agency operating approximately 10,000 housing units comprised of public housing units, housing choice voucher, tax credit and market rate housing. AMHA has two successful HOPE VI projects and is also an experienced contract administrator for assisted housing units funded by the U.S. Department of Housing and Urban Development (“HUD”). AMHA has been a high performing agency in both public housing and housing choice voucher programs. The agency has experienced staff and significant operating experience in real estate development, property management, construction services and various educational and social service programs.

1.2 On December 16, 2020, AMHA and the City of Akron, as co-grantee, were awarded a \$450,000 FY 2020 Choice Neighborhoods Planning Grant (“Planning Grant”) for the distressed public housing development known as Summit Lake Apartments and the surrounding Summit Lake neighborhood. Throughout the 2-year planning process, AMHA, the City, community residents, and local leaders will develop a comprehensive, resident-led plan (“Transformation Plan”) to revitalize and transform Summit Lake Apartments and the surrounding Summit Lake neighborhood.

1.3 The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with distressed HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and stakeholders such as public housing authorities, cities, schools, police, business owners, nonprofits, and private developers come together to create and implement a plan that revitalizes distressed HUD housing and addresses the challenges in the surrounding neighborhood. The program helps communities transform neighborhoods by redeveloping severely distressed HUD-assisted housing and catalyzing critical improvements in the neighborhood, including vacant property, housing, businesses, services, and schools. To this end, Choice Neighborhoods is focused on three core goals:

1.3.1 Housing: Replace distressed HUD-assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood.

1.3.2 People: Improve outcomes of households living in the target housing related to employment and income, health, and children’s education.

1.3.3 Neighborhood: Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families’ choices about their community.

AMHA is seeking a dedicated Project Manager who will be responsible for management of the Planning Grant. The Project Manager position is an approximately 1 ½ year position ending on or shortly after the grant period expires in December 2022. It is currently AMHA’s intent to apply for the Choice Neighborhoods Implementation Grant following completion of the Planning

Grant. The Implementation Grant is highly competitive and is for a period of approximately 5 years.

1.4 Broad civic engagement will be needed to successfully develop the Transformation Plan. The Project Manager will need to work with public and private agencies and organizations (including philanthropic and civic organizations) to build community support for and involvement in the development of the Transformation Plan that will provide the basis from which AMHA will compete for an Implementation Grant.

2. SCOPE OF WORK

2.1 The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required. Other duties may be assigned.

2.2 The Project Manager shall be required to provide all the necessary labor, transportation, insurance, office equipment and any other item(s) or resource(s) needed to perform the following services/scope of work (“SOW”), which include, but are not limited to:

2.2.1 Day-to-day project management of the Choice Neighborhoods planning effort:

- Assist with data collection efforts
- Assist with community engagement
- Schedule and help facilitate meetings with key stakeholders
- Provide information and reporting about Choice Neighborhoods activities as requested
- Schedule and help facilitate regular Choice team calls on a bi-weekly basis and a minimum of weekly calls with AMHA (agenda, minutes, etc.)

2.2.2 Administration and HUD Correspondence:

- Prepare and submit quarterly reports to HUD and AMHA
- Work with AMHA to monitor the Choice Neighborhoods budget including expenditures by line item
- Monitor planning schedule and achievement of HUD milestones and deliverables to make sure everything is completed and delivered on a timely basis
- Maintain a professional working relationship with HUD; prepare responses to HUD questions
- Submit required deliverables to HUD according to the Grant Agreement (note: it is the responsibility of AMHA’s procured Planning Coordinator, EJP Consulting Group, to prepare the Transformation Plan)
- Schedule and facilitate HUD monthly meetings (agendas, minutes, etc.)

2.2.3 Steering Committee and Task Force Meetings. There are three Task Forces: Housing, People, and Neighborhood. The Housing and People Task Forces will each meet approximately once every two months. The Neighborhood Task Force is a joint task force with the City's Land Use Plan and will meet approximately on a monthly basis. The Steering Committee is the Akron Civic Commons Core Team, and the Choice Neighborhoods Planning Grant will be an agenda item on the ACC's monthly meeting.

- Set up and attend task force meetings
- Correspond with task force members about meetings and confirm attendance
- Package meeting materials (content may be provided by others), take meeting minutes, distribute minutes
- Correspond with task force members about meetings and confirm attendance
- Attend monthly Steering Committee meetings, correspond about the Choice Neighborhoods portion of agenda with the ACC contact in advance of the meetings
- Publicize community meetings through all appropriate channels

2.2.4 Communications:

- Work with AMHA to update and publicize information about Choice Neighborhoods planning effort, including through electronic platforms such as Facebook, Twitter, project website, etc.
- Assist with the creation and distribution of newsletters about the Choice Neighborhoods effort and progress
- Assist with press releases as appropriate
- Prepare project summaries and make public presentations to community organizations and other stakeholders to keep community informed of progress
- Publicize community meetings through all appropriate channels
- Attend Summit Lake community meetings and provide Choice Neighborhoods planning updates (Summit Lake Community Development Corporation, Summit Lake Community Council, Summit Lake Neighborhood Association, etc.)

2.2.5 Build and maintain effective relationships with various AMHA staff, the Planning Coordinator, the Choice Neighborhoods team, community residents, community partners and the HUD team; interact with a variety of stakeholders from diverse backgrounds; provide important feedback on regular meetings with partners and interaction with HUD.

2.2.6 Work with AMHA and the Planning Coordinator to help identify, develop, and carry out resident engagement strategies and obtain community input regarding Choice Neighborhoods efforts. Project Manager will also assist with, attend, and provide logistics support for community engagement activities (surveys, focus groups, stakeholder interviews, public workshops and meetings, secure meeting space, order food, etc.).

2.2.7 The Project Manager must be willing to work flexible hours as may be needed due to the scheduling of community events, community meetings, deadline requirements, etc. The expectation is that the Project Manager will work an average of 30-40 hours/week over the term of the contract. However, the number of hours worked in any given week will vary.

2.2.8 It is expected that the Project Manager is one individual who is dedicated to the position in order to build relationships, learn about the Choice Neighborhoods process, and provide consistency in the planning process.

2.2.9 To be successful, the Project Manager must be deadline oriented, flexible, willing and eager to learn, have excellent written and oral communication skills, be able to build and maintain a good rapport with diverse stakeholders, be organized and a team player.

3. **PROCUREMENT SCHEDULE**

3.1 The following is the anticipated procurement schedule for this solicitation:

EVENT	DATE
Deadline for the submittal of written questions to emvers@akronhousing.org	4:00 p.m. April 14, 2021
Deadline for Responses	4:00 p.m. April 26, 2021

4. **SELECTION CRITERIA**

4.1 Interested parties that submit the required information by the specified due date and time will have their responses evaluated by an AMHA evaluation committee, who will utilize the evaluation criteria in Exhibit A to evaluate and score all responses.

4.2 AMHA reserves the right to reject responses at its discretion, request additional information from proposers, select the successful proposer(s) at its sole discretion, and conduct negotiations to establish a contract that is advantageous and beneficial to AMHA.

4.3 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation, and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the proposer and no relief shall be given for errors or omissions by the proposer.

5. **SUBMITTALS**

5.1 All responses must conform to the requirements specified herein. Non-conforming responses may be considered non-responsive by AMHA.

5.1.1 AMHA is not responsible for any costs that may be incurred in the development and submittal of any responses to this solicitation.

5.1.2 All submissions become the property of AMHA and will not be returned.

5.1.3 AMHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of AMHA.

5.1.4 Responses received after the specified date and time will be considered non-responsive.

5.2 Submission Requirements:

5.2.1 A total of one original signature copy (marked "ORIGINAL") and three exact copies of the proposal submittal shall be placed unfolded in a sealed package and addressed to the contact person listed on page one of this RFP. The package exterior must clearly denote the above noted RFP title and must have the proposer's name and return address. No electronic copies or fax transmission will be accepted.

5.2.2 Each response must contain all of the information requested in Exhibit B.

6. CONTRACT

6.1 AMHA and the proposer(s) selected by AMHA will enter into a contract similar to Attachment D to this RFP.

7. AMHA'S RESERVATION OF RIGHTS

7.1 AMHA reserves the right to waive any informality in the RFP process or to terminate the RFP process at any time if deemed by AMHA to be in its best interest.

7.2 AMHA reserves the right to issue modifications to this RFP at any time.

7.3 AMHA reserves the right not to award a contract pursuant to this RFP.

7.4 AMHA reserves the right to terminate a contract awarded pursuant to this RFP at any time for its convenience upon 10 days written notice to the successful proposer(s).

7.5 AMHA reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in the RFP.

7.6 AMHA reserves the right, at any time during the RFP or contract process, to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By responding to this RFP, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform AMHA in writing within five days of the discovery of any item listed herein or of any item that is issued thereafter by AMHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve AMHA, but not the prospective proposer, of any responsibility pertaining to such issue.

7.7 AMHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may be the basis for the beginning of negotiations. Such negotiations shall begin after AMHA has chosen a top-rated proposer. If such negotiations are not, in the opinion of AMHA, successfully concluded within five business days, AMHA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. AMHA shall also retain the right to negotiate with the proposers, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated and so on until a successful negotiation is reached).

8. SUPPLEMENTS

8.1 The following documents are incorporated by reference into this solicitation:

8.1.1 EXHIBITS

- Exhibit A: Evaluation Criteria
- Exhibit B: Submission Requirements

8.1.2 ATTACHMENTS

- Attachment A: HUD form 5369-C (Certifications and Representations of Offerors, Non-Construction Contract)
- Attachment B: Section 3 Requirements and Commitment
- Attachment C: HUD form 5369-B (Instructions to Offerors, Non-Construction)
- Attachment C1: AMHA's Supplement to HUD form 5369-B
- Attachment D: Sample Contract Form
- Attachment E: HUD form 5370-C1 (General Conditions for Non-Construction Contracts)
- Attachment E1: AMHA's Supplement to HUD form 5370-C1
- Attachment F: Affidavit
- Attachment G: Subgrantee and Contractor Certifications and Assurances (This must be signed by the successful Project Manager prior to commencing the SOW)

EXHIBIT A
EVALUATION CRITERIA

ITEM	CRITERIA	MAXIMUM POINTS
1	<p>Project Management Knowledge and Experience</p> <p>Demonstrate a minimum of 5 years of project management skills managing complex, multifaceted projects. Demonstrate ability to work on multiple tasks and set priorities under a challenging workload. Demonstrate ability to meet deadlines and work as a member of a team.</p>	20
2	<p>Community Planning Knowledge and Experience</p> <p>Describe relevant experience with community planning efforts, including role played; resident engagement; working and communicating with diverse stakeholders. Describe outcome of the planning efforts including any implementation activities.</p>	20
3	<p>HUD Knowledge and Experience</p> <p>Describe any relevant experience with HUD programs, which may include CDBG, HOME, ESG, HOPE VI, Choice Neighborhoods, NSP, etc. including your role and responsibility.</p>	10
4	<p>Proficiency with Microsoft Office plus other On-line Collaboration Tools</p> <p>Describe your ability to utilize the full suite of Microsoft Office tools (i.e. Word Excel, PowerPoint) and on-line collaboration tools (i.e. Google Drive, Dropbox, etc.).</p>	5
5	<p>Website Management, Social Media and/or Design Software Knowledge and Experience</p> <p>Describe your ability and experience with managing website content, utilizing social media as an engagement/outreach tool and/or using design software (i.e. Adobe InDesign, Adobe Illustrator, etc.) for the production of newsletters, flyers, etc.</p>	5

<p style="text-align: center;">6</p>	<p>Service Approach/Methodology</p> <p>Describe your intended approach to this position and Scope of Work. Identify who will be working on this effort and detail their experience.</p>	<p style="text-align: center;">20</p>
<p style="text-align: center;">7</p>	<p>Proposed fees</p>	<p style="text-align: center;">10</p>
<p style="text-align: center;">8</p>	<p>Compliance with Section 3 Requirements</p>	<p style="text-align: center;">5</p>
<p style="text-align: center;">9</p>	<p>MBE/WBE Certification</p> <p>To claim these points, provide proof of certification by the State of Ohio’s Minority Business Enterprise (“MBE”) Program and/or Women Business Enterprise Program.</p>	<p style="text-align: center;">5</p>
<p style="text-align: center;">TOTAL POINTS</p>		<p style="text-align: center;">100</p>

EXHIBIT B

SUBMISSION REQUIREMENTS

Each submission must contain the following:

1. Letter of Transmittal/Cover Letter

- a. Acknowledge the receipt and review of this solicitation, and any amendments issued by AMHA.
- b. This document must be on company letterhead if applicable, manually signed by the individual who can negotiate and contractually bind the individual/company to perform the services specified herein and must include their title if applicable, phone number, and e-mail address.

2. Table of Contents

3. Executive Summary/Introduction

- a. Provide an executive summary/introduction to include: name of person/entity, tax identification number, address, website if applicable and general telephone number;
- b. Provide the name of the primary contact for this project, their telephone number and email address.
- c. Provide a brief description of the understanding of the SOW and the individual/entity's ability to perform the work.

4. Experience

- a. Provide evidence that you have the knowledge and experience to perform the services specified herein. Specifically:
 - Project Management Knowledge and Experience.
 - *This information will be used by AMHA's evaluation committee to assess a score relative to Item 1 per Exhibit A evaluation criteria.*
 - Community Planning Knowledge and Experience.
 - *This information will be used by AMHA's evaluation committee to assess a score relative to Item 2 per Exhibit A evaluation criteria.*
 - HUD Knowledge and Experience.
 - *This information will be used by AMHA's Evaluation Committee to assess a score relative to Item 3 per Exhibit A evaluation criteria.*
 - Proficiency with Microsoft Office and Other On-line Collaboration Tools
 - *This information will be used by AMHA's evaluation committee to assess a score relative to Item 4 per Exhibit A evaluation criteria.*
 - Knowledge and Experience with Website Management, Social Media and/or Design Software.
 - *This information will be used by AMHA's evaluation committee to assess a score relative to Item 5 per Exhibit A evaluation criteria.*

5. Personnel Qualifications

- a. Provide an organizational chart, if applicable; and,
- b. The name(s), resume(s), education, and background information of key personnel that will be providing AMHA with the services specified herein.

6. Service Approach/Methodology

- a. Provide an overview of the intended approach that will be used to perform the SOW.
- b. Identify who will be working on this effort and ensure their experience is detailed in the Personnel Qualifications section.
- c. Provide any assumptions associated with your proposed approach.
 - *This information will be used by AMHA's evaluation committee to assess a score relative to Item 6 per Exhibit A evaluation criteria.*

7. Reference List

- a. Provide three professional references to whom you provided the type of services described herein. Include the contact name, email address and telephone number and briefly describe the project and your role therein.

8. Fees

- a. Provide a detailed/itemized fee schedule associated with the work specified herein. The fee schedule should tie into the service approach/methodology and give costs for the SOW.
- b. Any prices/fees mutually agreed upon shall include all costs necessary to provide the labor, transportation, insurance, office equipment, and any other item(s) or resource(s) needed to perform the SOW. AMHA will not issue any reimbursements for travel, lodging, meals, or other miscellaneous or ancillary expenses, unless it is defined in the final contract.
- c. Provide a plan/methodology that will be used to control costs.
 - *This information will be used by AMHA's evaluation committee to assess a score relative to Item 7 per Exhibit A evaluation criteria.*

9. Attachment A HUD form 5369-C (Certifications and Representations of Offerors, Non-Construction)

10. Attachment B Section 3 Requirements and Commitment, IF APPLICABLE

- a. If the proposer is claiming a Section 3 business preference, the proposal must state which preference is being claimed and provide a completed Section 3 Business Preference Certification form (Attachment B) with the proposal – and any documentation required by that form.
 - *This information will be used by AMHA's evaluation committee to assess a score relative to Item 8 per Exhibit A evaluation criteria.*

11. MBE/WBE Certification

- a. If the proposer is claiming to be an MBE/WBE, provide proof of certification by the State of Ohio's MBE Program and/or Women Business Enterprise Program.
 - *This information will be used by AMHA's evaluation committee to assess a score relative to Item 9 per Exhibit A evaluation criteria*

12. Attachment F Affidavit

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

(Attachment B)

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- Copy of Articles of Incorporation
- Assumed Business Name Certificate
- List of owners/stockholder and % of each
- Latest Board minutes appointing officers
- Organization chart with names and titles and brief functional statement
- Certificate of Good Standing
- Partnership Agreement
- Corporation Annual Report
- Additional documentation

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full time employees
- PHA Residential lease (less than 3 years from date of employment)
- List of all employees claiming Section 3 status
- Other evidence of Section 3 status (less than 3 years from date of employment)

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply
- List of owned equipment
- List of all contracts for the past 2 years with public policy

Corporate Seal

 Authorizing Name and Signature

 Notary

 Title

 Signature

 Date

 Printed Name

My term expires: _____

(Attachment B)

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Proposal To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

(INSERT THIS DOCUMENT IN PROPOSAL DOCUMENTS AND WITH PROPOSAL) DATE: _____

Signature

Date

Printed Name

(Attachment B)

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES
(con'd)**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

Signature _____

Date _____

Printed Name _____

**SECTION 3 BUSINESS PREFERENCE CLAUSE
(Attachment B)**

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- 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 or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

(Attachment B)

AMHA's preference is to ensure that as many AMHA residents as possible are employed. In an effort to further that goal, AMHA has created the following preference tier structure. Contractors are asked to comply with Section 3 by first considering Tier IA, hiring at the site where work is being performed. If the contractor demonstrates to AMHA's satisfaction the inability to hire at the site, AMHA's next preference is for the contractor to hire residents from other AMHA properties. If the contractor cannot meet its Section 3 goal in this manner and needs to move to Tier IC, Tier ID or Tier II, that contractor must document this inability to comply with the preference and the need to move to Tier IC, Tier ID or another tier. [Such inability must be documented for moves within tiers or any moves to a lower tier.] Accessible documentation for moves from one Tier to another shall include:

1. Copy of flyers/notices distributed to all AMHA properties
2. Copy of flyers/notices distributed to resident organizations representing AMHA residents
3. Copy of flyers/notices distributed to any Youthbuild program participants operated by AMHA
4. Copy of signs posted at the work site(s) and/or newspaper advertisements for Section 3 jobs

TIER I

- A. Hire Section 3 AMHA residents from property work site.
- B. Hire Section 3 AMHA residents from another AMHA subsidized property or Housing Choice Voucher holders in programs administered by AMHA
- C. Hire non-AMHA Section 3 residents from the Youthbuild program (If available) and any WIA Board
- D. Hire non-AMHA Section 3 residents from the metropolitan city or the non-metropolitan county including the homeless

TIER II

A. Work Site Specific

- A1. Contract directly with a Resident Owned Business whose full-time, permanent workforce includes persons, at least 51% of whom are AMHA residents from the site where the work is being performed
- A2. Contract directly with a Section 3 business that is 51% percent or more owned and operated by Section 3 residents and whose full-time, permanent workforce includes persons, at least 30% of whom are AMHA residents from the site where the work is being performed
- A3. Contract directly with any other Section 3 business whose full-time, permanent workforce includes persons, at least 30% of whom are AMHA residents from the site where the work is being performed

B. Residents Living On Other AMHA Properties

- B.1 Contract directly with a Resident Owned Business whose full-time, permanent workforce includes persons, at least 51% of whom are AMHA residents from other AMHA properties
- B2. Contract directly with a Section 3 Business Concern that is 51% percent or more owned and operated by Section 3 residents and whose full-time, permanent work force includes persons, at least 30% of who are AMHA residents from other AMHA properties
- B3. Contract directly with a Section 3 Business Concern whose full-time, permanent workforce includes persons, at least 30% of whom are AMHA residents from other AMHA properties

C. Area Residents Not Specifically On AMHA Properties

- C1. Contract directly with an AMHA Resident Owned Business whose full-time, permanent workforce includes persons, at least 51% of whom are Section 3 residents

C2. Contract directly with a Section 3 Business Concern owned and operated by Section 3 Residents whose full-time, permanent workforce includes persons, at least 30% of whom are Section 3 residents

C3. Contract directly with other Section 3 Business Concerns whose full-time, permanent workforce includes persons, at least of 30% of who are Section 3 residents

D. General Contracts without Hiring Percentages

D1. Contract directly with a Section 3 Business Concern which is majority owned by Section 3 residents

D2. Contract directly with a Resident Owned Business regardless of the number of Section 3 residents employed

E. Youthbuild

E1. Subcontract with Section 3 Business Concern that involves the Youthbuild program

F. 25% Subcontract Award

F1. Use a Section 3 Business Concern that meets Section 3 requirements by subcontracting 25% of the total dollar value of the contract including any modifications to Section 3 Business Concern(s)

G. Section 3/Private Sector Joint Venture

G1. Subcontract with a Section 3 Concern that partners with a Section 3 Joint Venture that demonstrates in writing its agreement with a private sector business or individual whereby the Section 3 Concern receives 51% or more of the profits earned from the contract awarded to the joint venture partnership.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive proposal if that proposal is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than "X" higher than the total proposal price of the lowest responsive proposal from any responsible proposer. "X" is determined as follows:

	"X" = LESSOR OF:
When the lowest responsive proposal is less than \$100,000.00	10% of that proposal, or \$9,000.00
When the lowest responsive proposal is at least:	
\$100,000.00, but less than \$200,000.00	9% of that proposal, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that proposal, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that proposal, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that proposal, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that proposal, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that proposal, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that proposal, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that proposal, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible proposal with no dollar limit



Instructions to Offerors Non-Construction

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

1. Preparation of Offers

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

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

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

2. 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 and 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.]

Supplement to form HUD-5369-B
Instructions to Offerors for Non-Construction

Instructions to Offerors for Non-Construction

Public and Indian Housing Programs

Table of Contents

Clause

- 4. Explanation to Prospective Offerors
- 10. Sales Tax
- 11. AMHA Twenty Percent Minority/Women Business Enterprise (MBE/WBE) Utilization Commitment

4. Explanation to Prospective Offerors

Requests must be in writing in lieu of oral.

ADD:

10. Sales Tax

Selection 3735.50 of the Revised Code of Ohio reads as follows: "A Housing Authority created under this Act shall constitute a political subdivision of the State of Ohio within the meaning of Section 5739.02 of the Revised Code". The bidder shall inform itself concerning the laws of the State of Ohio relative to sales tax on material purchased by the Bidder for incorporation into the structure and improvements under this Contract. The Bidder, in order to sell material to the Housing Authority, must obtain a vendor's license in Ohio.

ADD:

11. AMHA Twenty Percent Minority/Women Business Enterprise (MBE/WBE) Utilization Commitment

It is the goal of the Akron Metropolitan Housing Authority (AMHA) that at least twenty percent (20%) of all contracts for labor, materials and/or supplies be expended to a Minority Business Enterprises (MBE) and/or Women Business Enterprise (WBE).

To meet this goal the AMHA has adopted an MBE/WBE Program. The successful bidder (Contractor) will be required to make a good faith effort to expend at least twenty percent (20%) of the total dollar amount of the contract to bona fide MBE/WBEs.

The Contractor shall furnish to AMHA, at the time of contract execution, the MBE/WBE DATA FORM attached. AMHA shall also require updated reports on MBE/WBE participation throughout the term of the contract.

In the event contractor cannot meet the AMHA MBE/WBE participation goal, he/she shall furnish to AMHA, prior to the start of construction, written documentation of all "good faith" affirmative action taken towards the accomplishment of this goal.

Sufficient "good faith" efforts shall, at a minimum, include the following:

1. Written notification to community resource groups or agencies specifying the Contractors' Minority/Woman Business Utilization Commitment, the nature of the subcontract opportunities and the procedures one should follow when seeking subcontract awards. Note the responses received and results on the bottom or reverse side of the letters.
2. Written documentation of the contractors attempt to solicit bids from MBE/WBE subcontractors engaged in the trades covered by the Bid Conditions with a record of the specific responses and any follow-up the contractor has done to obtain a price quotation or to assist an MBE/WBE contractor in preparing or reducing a price quotation.

DEFINITION

"Minority Business Enterprise" or "MBE" means a business that is owned and operated by at least fifty-one percent (51%) minority group members. "Minority Group Members" are citizens of the United States who are Black Americans, Native Americans, Hispanic Americans, Asian/Pacific Americans and/or Hasidic Jews.

"Woman Business Enterprise" or "WBE" means a business that is owned and operated by at least fifty-one percent (51%) woman/female group members.

MAINTENANCE OF RECORDS AND REPORTS

Pursuant to AMHA's commitment to MBE/WBE Utilization during the performance of the contract, the contractor agrees as follows:

1. The contractor and/or subcontractor shall assist AMHA in meeting its goals for MBE/WBE participation.
2. The contractor and/or subcontractor shall designate a liaison officer who will administer the Contractor's MBE/WBE program.
3. The contractor shall maintain and provide to AMHA all documentation or reports requested by HUD.
4. As a minimum, the Contractor shall submit, during the contract, a signed copy of contracts between the contractor and/or subcontractors and the MBE/WBE. The contract shall include the following:
 - a) Type of service or supplies (scope of work to be performed);
 - b) If the service is construction, the quantity of work, unit price, total dollar amount of each subcontract and the percentage of the total contract dollars that will be expended for MBE/WBE.

5. The contractor or subcontractor shall submit documentation such as cancelled checks or other equivalent payment statements that evidence the MBE/WBE final contract worth if so requested by AMHA.
6. Prior to final payment, the Contractor will be required to submit a final MBE/WBE Data Form which shall identify all his/her MBE/WBE participation, as well as all subcontractor's MBE/WBE participation for this project.

COUNTING MBE/WBE PARTICIPATION TOWARD MEETING MBE/WBE GOALS

MBE/WBE participation shall be counted toward meeting MBE/WBE Goals set in accordance with this part as follows:

1. Once a firm is determined to be an eligible MBE/WBE in accordance with this part, the total dollar value of the contract awarded to the MBE/WBE is counted toward the applicable MBE/WBE goals.
2. The contractor may count toward its MBE/WBE goals a portion of the total dollar value of a contract with a joint venture eligible under the standards of this part equal to the percentage of the ownership and control of the MBE/WBE partner in the joint venture.
 - a) A contractor may count toward its MBE/WBE goals only expenditures to MBE/WBE that perform a commercially useful function in the work of a contract. An MBE/WBE is considered to perform a commercially useful function in the work of a contract when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE/WBE is performing a commercially useful function, the AMHA shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
 - b) Consistent with normal industry practices, an MBE/WBE may enter into subcontracts. If an MBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to the AMHA to support their actions.
3. A contractor may count toward its MBE/WBE goals expenditures for materials and supplies obtained from MBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
 - a) The contractor may count its entire expenditure to an MBE/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).
 - b) The contractor may count twenty percent (20%) of its expenditures to MBE/WBE

suppliers that are not manufacturers, provided that the MBE/WBE supplier performs a commercially useful function in the supply process.



MINORITY BUSINESS ENTERPRISE (MBE) / WOMAN BUSINESS ENTERPRISE (WBE) DATA FORM
-PARTICIPATION DOCUMENTATION-

Contract No.: _____ for _____

Contractor: _____

1. Dollar amount of MBE participation: \$ _____
Dollar amount of WBE participation: \$ _____
Total dollar amount of MBE/WBE participation \$ _____

2. Proposed percentage of MBE participation: _____ %
Proposed percentage of WBE participation: _____ %
Total percentage of MBE/WBE participation: _____ %

3. If the answers to items one (1) and two (2) are NOT zero, provide subcontractor information, as follows:

a) Subcontractor: _____

Select one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	Address: _____
	Contact Person: _____
	Email Address: _____ Phone: _____
	Type of construction work: _____ Amount: \$ _____
	Type of supply contract: _____ Amount: \$ _____

b) Subcontractor: _____

Select one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	Address: _____
	Contact Person: _____
	Email Address: _____ Phone: _____
	Type of construction work: _____ Amount: \$ _____
	Type of supply contract: _____ Amount: \$ _____

c) Subcontractor: _____

Select one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	Address: _____
	Contact Person: _____
	Email Address: _____ Phone: _____
	Type of construction work: _____ Amount: \$ _____
	Type of supply contract: _____ Amount: \$ _____

Signature _____ Printed Name _____ Date _____

SAMPLE CONTRACT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2021, by and between _____, a _____ ("Contractor") and the AKRON METROPOLITAN HOUSING AUTHORITY, a Metropolitan Housing Authority created pursuant to Section 3735.27 of the Ohio Revised Code ("AMHA");

WHEREAS, AMHA issued a Request for Proposal ("RFP") seeking a Choice Neighborhood Project Manager ("Project Manager"), a copy of which is attached hereto as Exhibit A;

WHEREAS, Contractor responded to the RFP ("Proposal"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the AMHA desires to engage Contractor to serve as the Project Manager.

NOW, THEREFORE, the parties, based on mutual promises, considerations and representations, hereby agree as follows:

ARTICLE 1. Basic Services. Contractor will provide the services and perform the Scope of Work, defined in the RFP, as set forth in the RFP and Contractor's Proposal.

ARTICLE 2. Contract Price. AMHA shall pay Contractor _____.

ARTICLE 3. Contract Term. The contract term is for ___ year(s) commencing _____ through _____, with options to extend the contract for _____ additional one year periods through _____.

ARTICLE 4. Contract Documents. The Contract shall consist of the following:

- a. This Agreement;
- b. The RFP, including all attachments and exhibits; and
- c. The Contractor's Proposal.

This instrument, together with the other documents listed in this Article 4 are incorporated herein as part of this Contract and AMHA and Contractor are hereby bound by the provisions and terms thereof. In the event that any provisions in any component part of this Contract conflict with any provision of any other component part, the provision of the component part first listed in this Article 4 shall govern, except as otherwise specifically stated.

ARTICLE 5. Notice. Every notice required or permitted by this Agreement shall be in writing and, except as otherwise specified below or required by law, shall be deemed given when received or first refused if: hand delivered to the party for whom intended; sent by U.S. Mail, postage prepaid, as priority or express mail, or as certified or registered mail with return receipt requested; sent by Federal Express or similar overnight courier, delivery charges prepaid, for next business day delivery. All notices shall be properly addressed to the party for whom intended at the address for such party that is set forth below, or to such other address as any party may hereafter designate in writing for itself by notice to the other:

If to Contractor: Name:
 Title:
 Organization:
 Address:
 Email:

If to AMHA: Brian Gage
 Executive Director
 Akron Metropolitan Housing Authority
 100 West Cedar Street
 Akron, Ohio 44307
 E-Mail: BGage@AkronHousing.org

In addition to the foregoing, any notice by either Contractor or AMHA may be given by e-mail and shall be deemed given when transmitted, provided a copy of the notice sent by e-mail is also sent by Federal Express or similar courier service for next business day delivery.

[Remainder of page blank/Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

CONTRACTOR:

By: _____
Name: _____
Its: _____

AKRON METROPOLITAN HOUSING AUTHORITY

By: _____
Brian Gage, Executive Director

Approved as to Form and Correctness

By: _____
Darrin Toney, Director of Human Resources
and General Counsel

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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

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.

Supplemental Conditions to form HUD-5370-C

General Conditions for Non-Construction Contracts - Section I

**General Conditions for
Non-Construction Contracts**

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ADD:

23. Invoicing and Payments to Contractors

- a. Akron Metropolitan Housing Authority (“AMHA”) will pay the Contractor for services as performed, based on the costs agreed upon and included in the Contract.
- b. The Contractor is to invoice AMHA in accordance with the requirements of AMHA. AMHA will provide the Contractor with specific details of the invoicing requirements at the pre-work conference. Invoices are to be submitted to the AMHA Contracting Officer or their designee(s). All invoices must include the following information:
 - 1. Contractor’s name and address;
 - 2. Invoice date;
 - 3. Invoice number;
 - 4. Contract number;
 - 5. Amount due by location;
 - 6. Service Period;
 - 7. Brief description of services provided; and
 - 8. Any other information requested by AMHA.
- c. AMHA will pay the Contractor within 30 days from receipt and approval of the Contractor’s invoice. Invoices for services not accepted and approved by AMHA (not performed in accordance with the requirements of the Contract) will not be processed for payment until corrective action has been taken by the Contractor.

ADD:

24. Insurance Requirements

The Contractor shall carry Workers’ Compensation in accordance with State of Ohio Workers’ Compensation laws; Commercial or Comprehensive General Liability Insurance,

Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are required by law, all in minimum amounts as set forth below. The Contractor shall furnish Certificates of Insurance to AMHA demonstrating the coverage required herein, and they shall state that a thirty day notice of prior cancellation or change will be provided to AMHA. Additionally, AMHA shall be added as "additional insured" on all Commercial or Comprehensive General Liability policies.

- a. **Commercial General Liability** with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under Section 24b below. If the Contractor has a "claims-made" policy, the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
- b. **Automobile Liability** on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
- c. **Workers' Compensation**, in accordance with state or Territorial Workers' Compensation laws.

All insurance shall be carried with companies which are financially responsible and admitted to do business in the State of Ohio. If any such insurance is due to expire during the term of Contract, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to AMHA. All certificates of insurance shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to AMHA.

All insurance shall be for the benefit of the Contractor and AMHA as their interests may appear and each shall be named in the policy or policies as an insured. Policy/policies shall include the endorsements that AMHA is added as "additional insured" for the full duration of the Contract.

ADD:

25. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the AMHA harmless from loss on account thereof; except that the AMHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or

product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

ADD:

26. Warranty of Title

The Contractor warrants good title to all materials, supplies and equipment incorporated into the work and services and agrees to deliver the premises together with all improvements thereon free from any claim, liens, or charges, and agrees further that neither he/she or any other person, firm, corporation will have any right to a lien upon the premises or anything appurtenant thereto.

ADD:

27. Indemnification

- a. Contractor shall indemnify AMHA against all damages, losses, and expenses arising out of/resulting from performance of work attributed to negligent or willful act or omission of Contractor or its agents or employees.
- b. In any and all claims against AMHA or any of their agents or employees, by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation of the amount or type of damage compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ADD:

28. Subcontractors

Subcontractors may not be used to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the HA.

ADD:

29. Standards of Conduct

During the period of performance of the Contract, the employees of the successful Contractor shall conduct themselves in a responsible and professional manner, and may be removed from the project if they display behavior that is unacceptable to AMHA.

ADD:

30. Permits

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the Scope of Work. Furthermore, the Contractor shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.

ADD:

31. Additional Federally Required Orders/Directives

- a. Clean Air Act: For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- b. Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- c. Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- d. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- e. Public Law 90-284, Title VIII of the Civil Rights Act of 1968, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- f. The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- g. Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.)

- h. HUD Information Bulletin 909-23 which is the following:
 - 1. Notice of Assistance Regarding Patent and Copyright Infringement;
 - 2. Clean Air and Water Certification; and
 - 3. Energy Policy and Conversation Act.

- i. The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

AFFIDAVIT

(Prime Bidder)

State of _____)
County of _____) SS

_____, being first duly sworn, deposes and says:
(Name)

That he/she is _____ of the party making the
(Title)

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, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Akron Metropolitan Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____
Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Member, if the bidder is a limited liability company

Subscribed and sworn to before me this _____ day of _____, _____

Notary

My commission expires _____, _____

Subgrantee and Contractor Certifications and Assurances

The Department of Housing and Urban Development (HUD) requires that all Subgrantees and Contractors on Choice Neighborhoods projects sign this "Certifications and Assurances" form certifying that they will comply with the applicable federal requirements described below. Any applicable federal law, regulation, or other federal requirement continues to apply to the Grantee, Subgrantee and/or Contractor notwithstanding its omission from this Certification and Assurances form. The parties who must sign a "Certifications and Assurances" form are defined below:

- **Subgrantees:** These are organizations to which the Grantee has awarded a grant from the Choice Neighborhoods grant that the Grantee received from HUD. The subgrantee is accountable to the Grantee for the use of the funds provided, but the Grantee is ultimately accountable to HUD.
- **Contractors:** This includes any for-profit contractor, consultant, service provider, or supplier that the Grantee contracts with for goods or services on any Choice Neighborhoods project.

.....

Certification and Assurance: The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and Subgrantees or Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (4) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- (5) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- (6) Notice of awarding agency requirements and regulations pertaining to reporting.
- (7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(9) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(10) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(11) Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15.).

(12) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as amended.

(13) Any applicable requirement listed in the applicable Choice Neighborhoods Grant Agreement.

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

Return this form to:

Grantee Name _____

Address _____

City, State, ZIP Code _____