

FLINT HOUSING COMMISSION

REQUEST FOR PROPOSALS

for

GENERAL LEGAL SERVICES

PREPARED BY:

FLINT HOUSING COMMISSION
3820 RICHFIELD ROAD
FLINT, MI 48506

May 14, 2021

CONTACT PERSON:

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FLINT HOUSING COMMISSION
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PROPOSAL #2021-02

REQUEST FOR PROPOSAL

This letter is a formal request for proposal (RFP) to provide General Legal Services for the Flint Housing Commission (FHC) high rises and Central Office in accordance with FHC's procurement policy and Code of Federal Regulations (CFR) 24 Part 85.36.

BACKGROUND:

The Flint Housing Commission (FHC) is a Public Housing Agency under the Department of Housing and Urban Development. The mission of the FHC is to provide decent, safe and sanitary housing for low to moderate-income families.

A five- (5) person Board of Commissioners, authorized by State Law, is responsible for the development of housing policy and authorization of expenditures.

FHC owns eleven (11) developments for a total of 1183 units. We also have a Housing Choice Voucher Program (HCVP) with 963 ACC units as well as approximately 69 Veterans Affairs Supportive Housing (VASH) vouchers.

Interested and qualified firms that have successfully demonstrated their ability to perform comparable work are invited to submit proposals. Bidders must have thorough knowledge and experience with HUD rules and regulations.

Sealed proposals will be received until Friday, June 4, 2021 at 3:30 p.m. EDST at the Flint Housing Commission Central Administrative Office located at 3820 Richfield Rd, Flint, MI 48506. Three (3) additional copies of the proposal must be submitted with the original bid packet.

Formal Requests for Proposal Packets may be obtained from the Flint Housing Commission by contacting Ms. Jenny Cooper, 810-736-3099 or via email at RFP@flinthc.org.

The Flint Housing Commission intends to retain the successful proposer pursuant to a "best value" basis, not a "low bid" basis. An evaluation committee may, if necessary, review and rank each of the offerors proposals, using the method of evaluation described in this request. The evaluation committee may interview the highest ranked proposal first, and if necessary, any or all of the other proposals and submit their list of ranked offerors to the Executive Director. The Executive Director shall make a recommendation to the Board of Commissioners to award Contract to the most competent, responsive, and responsible offeror submitting a form of proposal in accordance with the proposal evaluation criteria.

The Flint Housing Commission reserves the right to award contracts to multiple offerors, to reject any or all bids, to waive any informalities in the specifications or bidding process or to cancel in whole or in part this solicitation if it is in the best interest of the Commission to do so.

The attention of offerors is directed to the fact that the proposed work will be financed in whole with Federal funds and, therefore, all applicable Federal Statutes, rulings and regulations will apply to such work.

SCHEDULE

1.	Advertise Request for Proposal	June 1, 2020
2.	Bid Packets Available for Issue	June 1, 2020
3.	Deadline for submission of written questions	June 11, 2020
4.	Written response to questions issued	June 15, 2020
5.	Proposal submission date	June 22, 2020
6.	Proposal Evaluation date	Upon Receipt
7.	Vendor interview date	To be determined
8.	Board of Commissioners Approval	To be determined
9.	Execution of Legal Services Contract	To be determined
10.	Notice to Proceed Issued	To be determined
11.	Term of Contract	2 years – option to renew

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SCOPE OF SERVICES – General Legal Services

The Flint Housing Commission (FHC) hereby requests proposals from licensed, practicing attorneys to provide legal services for the FHC. This service shall be performed in accordance with the U.S. Department Housing and Urban Development (HUD) program requirements. Service shall include general legal services, including, but not limited to:

1. Attendance, when requested, at Flint Housing Commission Board of Commissioners meetings. These could be regular, special, or other meetings as requested. Regular meetings are held on the fourth Tuesday of each month, usually at 5:30 p.m. Special and other meetings can be held at any day or time, with proper public notice.
2. Supervision as to the legality of the official minutes of the Board of Commissioner meetings, compliance with the Michigan Open Meetings Act, governance requirements contained in the relevant Code of Federal Regulations (CFR), FHC policies, procedures, by-laws, and actions that will put the FHC at risk for liability exposure.
3. Regulations pertaining to Federal, State and Local Low-Income and affordable housing development and finance programs; LIHTC, HUD Low-Rent housing program; Housing Choice Voucher Program (formerly known as Section 8); Federal, State, and FHC procurement requirements; and residential property management.
4. Areas of non-profit and tax-exempt organizations, real estate, bond financing, government grants and contracts, and general business operations.
5. The FHC shall retain the right to have the successful proposer provide services in any matter that the FHC believes is in the best interest of the FHC to do so.
6. Attendance at FHC administrative meetings or conferences as requested. Conferring with and advising the Board of Commissioners and/or the Executive Director on legal matters when requested.
7. Advise and assist the FHC, as required, in the preparation of legal documents and where legal drafting may be necessary. Represent FHC in court on legal matters, as requested and render legal opinions.
8. Conferring with and advising the Board and/or Executive Director on legal matters when requested.
9. Advising and consulting with FHC on third party business matters of a legal nature as required.
10. Awarded contract will be for two years with the option to renew for three additional years in one-year increments.

PRICE PROPOSAL FORM

Quote the following rates as requested. Any other information you may wish to include can be done so at the bottom of the page or on a separate sheet if you wish.

<u>Service</u>	<u>Rate Per Hour</u>
Principal Attorney	_____ /hr _____, inclusive of all clerical work
Paralegal per Hour	_____ /hr _____, inclusive of all clerical work
Clerical per Hour	_____ /hr _____, inclusive of all clerical work

Other/Additional Reimbursable Expenses:

<u>Type</u>	<u>Rate Per Hour</u>
_____	_____ /hr _____
_____	_____ /hr _____
_____	_____ /hr _____
_____	_____ /hr _____
_____	_____ /hr _____
_____	_____ /hr _____
_____	_____ /hr _____

INSTRUCTIONS TO PROPOSERS

1. Proposals are to be submitted in a sealed envelope clearly marked “**General Legal Services RFP #2021-02** and will be received until 3:30 p.m. local EDST on June 22, 2020 at the Flint Housing Commission’s Central Administrative Office located at 3820 Richfield Road, Flint, MI 48506. Any proposals received/time-stamped after 3:30 will be considered late and will be returned. *If you are hand-delivering proposal, please allow yourself enough time as there may be other clients, etc at the front desk and you may have to wait to get your proposal time-stamped.* **Proposal must be time-stamped.** If proposal is sent through the United States Postal Service, United Parcel Service, Federal Express, or another carrier, they will be time stamped upon receipt.
2. Proposals must be filled out in their entirety, completing all forms included in this proposal packet. If the proposer should have any questions regarding the forms, contact Karen Fairchild via email at kfairchild@flinthc.org.
3. Proposals are to be inclusive of all factors as specified in the Scope of Services and General Conditions.
4. Proposals are to be submitted in narrative form.
5. Proposals are to include the Price Proposal Form from this package.
6. Proposals are to be submitted as one original with three copies of that original.
7. Electronic submissions may be submitted to Karen Fairchild at kfairchild@flinthc.org
8. Proposers may supplement their proposal with attached sheets (on company letterhead); for the purpose of adding or otherwise explaining any further conditions they wish to be considered. Such supplemental attachments are to be considered items to be reviewed, accepted, rejected, or further considered by the evaluation committee, prior to acceptance or recommendation of any proposal to the Flint Housing Commission Board of Commissioners.
9. During the period when proposals are being accepted, no oral interpretation of the RFP’s requirements will be given to any prospective offeror. A request for interpretation must be made in writing before the deadline for the submission of written questions as stated in the Schedule on page 3 of this request. Inquiries must make reference to specific section numbers of this RFP and, where appropriate, page and paragraph locations. All inquiries to this RFP must be submitted in writing to Ms. Karen Fairchild, Flint Housing Commission, 3820 Richfield Rd, Flint, MI 48506 via e-mail at kfairchild@flinthc.org. Bidder questions and the answers to those questions will be communicated to all potential respondents that have received the RFP. The answers will be issued no later than the close of business of the day specified in the Schedule on Page 3 of this request.

PROPOSAL FORMAT:

In order for the FHC to properly and efficiently evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence following. Each category must be separated by numbered index dividers and labeled with the corresponding tab reference also noted below. Any proposal which fails to include all of these items will be considered a non-responsive proposal and will not be considered for evaluation.

Tab 1, Legal Experience

Tab 2, Attorney Qualifications

Tab 3, Availability and Responsiveness

Tab 4, License(s)/registrations/certifications, Bar Status, Insurance Coverage

Tab 5, References

Tab 6, Price Proposal Form

Definitions of what is expected of each proposer for the above items are further explained in the Evaluation Criteria following this section. This information will comprise the bulk of your proposal. It is the main information on which your proposal will be evaluated. Be sure to include any and all information requested as you will be given point values based on the information you provide in your submittal.

Also required with your proposal are the following documents and their respective tab location:

Tab 7, HUD Form 5369-B, Instructions to Offerors, Non-Construction.

Read and initial each page indicating that you have read and agree with contents.

Tab 8, HUD Form 5369-C, Certifications and Representations of Offerors, Non-Construction

Read, initial each page indicating that you have read and agree with contents, and fill out the requested information.

Tab 9, HUD Form 5370-C, General Contract Conditions, Non-Construction

Read and initial each page indicating that you have read and agree with contents.

Tab 10, Non-Collusive Affidavit

Tab 11, Equal Employment Opportunity Policy w/Affirmative Action Program

Tab 12, Minority Business Enterprise Policy and Certifications

Tab 13, Hold Harmless Agreement

Tab 14, Statement of Offeror's Qualifications

Tab 15, Section 3 Compliance Plan

Offeror may supplement their proposal with attached sheets (on company or firm letterhead), for the purpose of adding or otherwise explaining any further conditions, they wish to be considered. Such supplemental attachments are to be considered items to be reviewed, accepted, rejected or further negotiated by the Flint Housing Commission Evaluation Committee, prior to acceptance or recommendation of any proposal to the Flint Housing Commission Board of Commissioners.

EVALUATION CRITERIA:

An award of contract is not based on price alone, but on the combination of the following factors. An evaluation committee shall review and rank each of the offerors proposals, using the point system stated below. Once each firm has been evaluated and ranked, the evaluation committee will use the interview process to determine the most qualified legal services Firm whose services, along with a fair and reasonable firm/fixed hourly fee proposal, will meet the Housing Commission's specific needs at this time. The evaluation committee shall interview the three highest ranked proposals first, and if necessary, any or all of the other proposals. The evaluation committee will then submit the list of ranked offerors to the Interim or Executive Director with a recommendation of which proposal to offer a contract. The Interim or Executive Director shall make a recommendation to the Board of Commissioners to award a single Legal Services Contract to the most competent, responsive, and responsible offeror submitting a form of proposal in accordance with the proposal evaluation criteria.

<u>EVALUATION FACTORS:</u>	<u>MAXIMUM POINTS</u>
1. Legal Experience – The Proposer should describe its experience Related to the areas outlined in the Scope of Services on page 5. Proposers will be scored based on their ability to deliver the services as required on page 5. Additionally, if applicable, provide a description of any experience advising organizations comparable to FHC that offer similar programs and government-funded services.	25
2. Attorney Qualifications – The Proposer should separately attach A description of the qualifications of attorneys to be assigned to The representation. Descriptions should include: a. Professional and education background of each attorney b. Overall supervision to be exercised c. Prior experience of the individual attorneys with respect to the required experience listed above. Include resumes only of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience, and Continuing professional education will be considered.	20
3. Availability and Responsiveness – Describe your dedication to your clients in terms of your responsiveness to communications. Describe your average turn-around-time for responding to your clients and/or other outside parties.	25
4. Proof of all necessary and/or required licenses, registrations, and certificates and certification that the firm/individual is not debarred and has all necessary and/or required insurance coverage in effect.	10
5. Provide at least three (3) references for which the individual has performed similar services. Poor references or negative responses will reduce scoring.	10
6. Price. Price quoted on proposal form is to be firm/fixed for the duration of the contract.	10

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 at work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offerors 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 HAI-IUD.

(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 HM-IUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service- Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

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

(a) (1), (2), and (3) of this provision.

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

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

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

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post Office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (C) of this provision, excluding postmarks at 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 an 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.

(a) 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 protester.

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:)

General Contract Conditions

Non-Construction

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

OMB Approval No. 2577-0180 (exp. 4/30/16)

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 Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

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 at Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at anytime, 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. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof 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 (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) 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.

4. 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) 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 (1) 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)(2) above, and compensation be determined in accordance with the Changes clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed 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.

5. 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.

6. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, 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.

7. 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. FORM HUD 5370-C
- (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.

(a) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause titled Disputes, (2) litigation or settlement of claims arising from the performance of this contract, or (3) 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.

8. 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:

(1) Award of the contract may result in an unfair competitive advantage; or
(2) 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 at 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.

9. 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.

10. 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.

11. Interest of Members of Congress

No member 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 therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. 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 locally 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.

13. 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:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) 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 401 the Indian Self-Determination and Education Assistance Act (25 U.S.C. 45DB). 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 or 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:

- (1) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (3) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (4) 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.

consistent with the amount normally paid for such services in the private sector.

"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 ¶ 30 working days.

“State” means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory of 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.

(1) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds maybe 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 at any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) 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)(2)(i)(A) at 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)(2)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

- (1) 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.
- (2) 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)(2)(U)(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)(2)(i)(A)(1) and (2) of this section are permitted under this clause.

(ii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) 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:

(A) 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

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

(c) 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.

(d) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a 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.

(e) 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 or 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 Circular.

14. 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.

(a) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contractor 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 at 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.

FORM HUD 5370-C – previous edition obsolete

(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 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 11248, 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 subcontract 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 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.

15. 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.

16. 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 coats of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

17. 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.

18. Liens

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

19. Training and Employment Opportunities for Residents In the Project Area (Section 3, HUD Act of 1968; 24 CFR 135) (Applicable to contracts in excess of \$500,000)

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant there to by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

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 non-construction contracts awarded by Housing Agencies (HAS). The form is used by bidders/offerors to certify to the HAS 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.

HUD FORM 5369-C ref handbook 7460.8, previous edition obsolete

- (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 bidden/offeror deletes or modifies subparagraph (a)2 above, the bidden/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:

**EQUAL EMPLOYMENT OPPORTUNITY POLICY
WITH AN AFFIRMATIVE ACTION PROGRAM**

It has been, as in the past, and will continue to be the policy of _____ to assure equal employment opportunity, irrespective of race, color, religion, sex, or national origin:

- (a) In the hiring, placement, upgrading, transfer, or demotion of any person;
- (b) In recruiting, advertising, or solicitation for employment of any person;
- (c) In the treatment during employment of any person;
- (d) In the rate of pay or other forms of compensation of any person;
- (e) In the selection for training of any person;
- (f) In the layoff or termination of employment of any person.

In order to ensure the implementation of this policy, we have developed the following affirmative action program:

- (1) Advertise in newspapers which serve minority groups and state in all advertising that we are an equal opportunity employer.
- (2) Encourage present employees to refer minority applicants.
- (3) Advise all supervisory staff members that recommendations for promotion or placement for qualified employees or applicants should be made without discrimination to minority groups.
- (4) Advise all supervisory staff members to hire persons of minority groups if qualified.
- (5) Send a copy of our policy and program to sub-contractors and suppliers; request the assistance of sub-contractors with the implementation of the policy.
- (6) Hold regular job site discussions between our Equal Employment Opportunity Officer, _____, and our project manager, superintendents, and foremen to ensure implementation of equality obligations.
- (7) Practice a thorough follow-up for affirmative action in equal employment opportunity to assure the best results.
- (8) This company will actively and continuously solicit the assistance of community agencies having cognizance of qualified persons or minority groups seeking employment for consideration in connection with the hiring of persons by our company for the performance of any work concerning, or pertaining to, or a part of, the above project.

(Contractor)

Date _____

By _____

Title _____

MINORITY BUSINESS ENTERPRISE POLICY

CONTRACTOR'S CERTIFICATION

Project Name: _____

I have read and fully understand HUD's policy with respect to the participation of minority businesses in connection with HUD-assisted projects and activities.

I hereby certify that I will take positive steps to utilize minority-owned firms in the procurement of services and supplies, as well as the award of subcontracts on this project, to the fullest extent consistent with the efficient performance of my contract.

I hereby certify that I have received and read the HUD Area Office Guide for Contractors' Minority Business Enterprise Program. I will undertake a program to facilitate the participation of minority firms. I will report all such expenditures to HUD.

_____ Date: _____
(Contractor)

By: _____ Title: _____
(Signature)

(Type or Print Name)



FLINT HOUSING COMMISSION

3820 Richfield Road, Flint, Michigan 48506

Phone: (810) 736-3050 Fax: (810) 736-0158

HOLD HARMLESS AGREEMENT

The Contractor/Vendor/Professional Service shall indemnify and hold harmless the Housing Commission and its employees from and against all claims for personal injury or property damage, including claims against the Housing Commission, its agents or servants, and all losses and expenses, including reasonable attorney fees that may be incurred by the Housing Commission defending such claims arising out of or resulting from the performance of the work but only to the extent in part by any negligent act or omission of the Contractor/Vendor/Professional Service, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and not to the extent it is caused in part by a party indemnified hereunder. In any and all claims against the Housing Commission or any of its agents or servants by an employee of a Contractor/Vendor/Professional Service, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Vendor/Professional Service or Subcontractor under Worker's Compensation Acts, Disability Acts or their Employee Benefit Acts.

BY: _____ **DATE** _____

TITLE: _____

FIRM NAME: _____

STREET ADDRESS: _____

CITY, STATE & ZIP CODE: _____

STATEMENT OF OFFEROR'S QUALIFICATIONS

All questions must be answered. All information must be clear and complete. Attach additional pages if needed.

1. Name of offeror _____

2. Names and titles of principals _____

3. Names of authorized signatories _____

4. Permanent main office address _____

Phone _____ Email _____

5. When organized _____

6. Where incorporated _____

7. Check if your firm has been certified as a Minority Business Enterprise (MBE) _____ Women Business Enterprise (WBE) _____, or Disabled Veteran Business Enterprise (DVBE) _____.

Date Certification issued _____

Date Certification expires _____

Certification Number _____

8. Number of years engaged in business under your present name? _____

9. List at least three private or public firms that you have supplied/provided with similar to that in this solicitation. Include a contact name and telephone number.

10. Have you ever defaulted on a contract? []Yes []No

If yes, what was the name of the contract? _____

What was the reason for default? _____

11. Have you refused to sign a contract after award of the bid? []Yes []No

If yes, what was the name of the contract? _____

What was the reason for refusal? _____

12. List the number of current employees and any branch offices:

13. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Commission, verifying the declarations included in this Statement of Offeror's Qualifications.

(Name of Offeror)

By: _____
(Signature of Offeror's Representative)

Title: _____

Date: _____

GENERAL CONDITIONS

Completion of Forms:

Each proposal must give the full business address of the offeror and be signed with offeror's usual signature. Proposals by a partnership must furnish full names of all partners and must be signed by one of the members of the partnership, or by an authorized representative, followed by the designation of the person signing. Proposals by a corporation, with corporate seal affixed, must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The names of all persons signing shall be typed below the signatures. When requested, offerors shall furnish satisfactory evidence to the FHC of the officer signing on behalf of the corporation or partnership.

Late Proposals:

Late proposals will be returned to the offeror unopened.

Withdrawal of Proposals:

Proposals may be withdrawn by written certified mail request at any time prior to the scheduled closing time of receipt of proposals. No proposal shall be withdrawn for a period of ninety (90) days subsequent to the opening of proposals without consent of the FHC Board of Commissioners.

Rejection of Proposals:

The Commission reserves the right to award contracts to multiple offerors, to reject any or all proposals, to waive any informalities in the bidding process, or to cancel in whole or in part this solicitation if it is in the best interest of the FHC to do so. A proposal may be rejected if it is incomplete, illegible or conditional. However, alternate proposals or explanations may be made on separate sheets. Such alternates or explanations will not be considered in determining the bid but may be used in negotiations after determination of the successful offeror. All corrections shall be initiated by the offeror.

Responsible Offeror:

"Responsible offeror" is defined as an offeror who has met all requirements of the solicitation including completing all bidding documents correctly; complying with the general provisions and scope of services; and demonstrating through reputation and past performance the capability of meeting contract requirements.

Award of Contract:

The contract will be awarded, if at all, to the responsible, responsive offeror that is awarded the highest score in the evaluation process. Insurance certificates must be received prior to contract execution.

Contract Language:

Offeror is expected to read and understand all terms and conditions of the contract that are included in this proposal package. Where the terms and conditions of documents supplied by the successful offeror are in conflict with the terms and conditions of the FHC contract, the FHC contract shall prevail.

Minority/Women and Disabled Veteran Business Enterprise Program:

Offerors claiming status as a certified MBE/WBE or DVBE must also submit current State of Michigan certificates. Offerors doing business with State agencies, including the Commission, intending to use subofferors are required to make “good faith efforts” to subcontract with minority-, women- and disabled veteran-owned businesses. Supplementary information may be requested of offerors regarding efforts made to meet the intent of the State’s Equal Opportunity Program.

Discrimination:

The Flint Housing Commission does not discriminate on the basis of sex, race, color, creed, nationality, age, religion or handicap. The Flint Housing Commission strongly encourages certified Minority-, Women- and Disabled Veteran-owned businesses to bid.

Payment:

The Offeror shall submit a billing invoice on a monthly basis. Invoice shall specify the amount due for services performed by the offeror and their support staff. Such invoice shall: (1) reference the subject; (2) describe the services performed in detail, and (3) indicate the amount charged for the work performed. Such invoice shall contain a certification by the Offeror specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the invoice the Commission shall make payment utilizing Net 30 terms.

Ownership of Materials and Documents:

Any and all documents prepared by the Offeror shall be the property of the Commission from the moment of their preparation, and the Offeror shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Offeror shall have the right to make duplicate copies of such materials and documents for his own file or for other purposes as may be authorized in writing by the Commission.

Non-Disclosure:

Any reports, investigations, materials, and documents prepared or acquired by the Offeror pursuant to this Contract (including any duplicate copies kept by the Offeror) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Offeror shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this contract or at any time thereafter except as authorized by the Commission.

Conflict of Interest:

- (a) For the duration of this Contract, the Offeror will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.
- (b) A conflict occurs when circumstances, known to the Offeror, place the Commission and the Offeror’s new client in adverse, hostile or incompatible positions wherein the interests of the FHC may be jeopardized. Offeror shall promptly notify the Commission in the event that such a conflict occurs.
- (c) In the event of such a conflict, Offeror shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission

in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, the Commission may terminate its contract with Offeror.

- (d) When consent has been given, Offeror shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Offeror for Commission. Under no circumstances may Offeror convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.
- (e) Offeror agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Offeror to comply fully with its terms. This last paragraph shall not apply to existing clients of the Offeror for which Offeror has previously received the Commission's consent.
- (f) This Agreement may be unilaterally and immediately terminated by the Commission if Offeror employs an individual who, within twelve months immediately preceding such employment, in his/her capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Offeror.

Offeror's Liability:

- (a) The Offeror shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.
- (b) Offeror shall indemnify and hold harmless the Housing Commission and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:
 - 1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Offeror, its employees or its agents; or
 - 2) for any breach of any obligations, duties or covenants of Offeror under this Contract or transactions related to it.

Insurance:

Offeror shall not commence work until Offeror has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Offeror agrees to the following:

- (a) Offeror shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Offeror, its Subofferors and its authorized representatives,

arising out of or in connection with the Offeror's performance of work under this Agreement.

- (b) Offeror shall purchase and maintain in full force and effect worker's compensation insurance for offerors, subofferors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.
- (c) Offeror shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence.
- (d) Offeror shall maintain Professional Liability Insurance (errors and Omissions Insurance) in the amount of \$1,000,000 including coverage for errors and omissions caused by Offeror's negligence in the performance of its duties under contract
- (e) All insurance required to be purchased and maintained by the Offeror shall name the Housing Commission as additional insured's and shall contain cross-liability endorsements.
- (f) The Offeror shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Commission in the event of cancellation, reduction or non-renewal of the insurance.

Correction of Work:

The performance of services by the Offeror shall not relieve the Offeror from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Offeror, provided such work has not been accepted in writing by an authorized representative of the Commission.

Equal Opportunity Programs:

During the performance of this Contract, the Offeror agrees as follows:

- (a) Offeror shall comply with the Equal Opportunity and Minority/Women and Disabled Veteran Business Enterprise Contracting Programs as described and amended and/or interpreted from time to time, as well as any other applicable State and Federal law. Each month, the offeror will report to the project manager, payments made to all MBE, WBE and DVBES by month, contract to date and percentage of overall contract value.
- (b) Offeror and each Subofferor, if any, shall fully comply with and shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, and any other applicable Federal and State law and regulations hereinafter enacted.

- (c) Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin. Offeror shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin.
- (d) If any under representation is found after submission of offeror's workforce report, the Commission may request an equal employment opportunity plan (EEO). An acceptable plan to correct the identified underrepresented categories must be submitted within 30 days. Once the EEO has been approved by the Commission, the offeror must adhere to said plan
- (e) Offeror understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Offeror may, at the election of the Commission, be barred from participating in Commission projects for not less than one (1) year.

Cost Records:

In accordance with generally accepted accounting principles, the Offeror shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

Subcontracting:

- (a) No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.
- (b) In order to obtain consent, Offeror shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.
- (c) The Offeror shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

Assignability:

- (a) The Offeror shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.
- (b) Claims for money due or to become due to the Offeror from the Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

Changes:

The Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Offeror's compensation, which are mutually agreed upon, by and between the Commission and the Offeror, shall be incorporated into this Contract.

Termination:

This Contract may be terminated by either party on thirty (30) days' written notice to the other, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

Attorney's Fees and Costs:

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Entire Agreement:

Contract represents the sole and entire agreement between the Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Offeror.

Partial Invalidity:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Contract Governed by Law of State of Michigan

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of Michigan. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this contract, the laws of the State of Michigan shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

Interest of Member of Congress:

No member 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 therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

Interest of Current or Former Members, Officers, Employees:

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract by the Commission.

Drug-free Workplace:

Offeror shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Offeror's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Offeror's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation and employee assistance programs.
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
3. Post the statement required by subdivision 1 in a prominent place at Offeror's main office and at any job site large enough to necessitate an on-site office.

Plan of Operation:

The Offeror shall submit to the Contracting Officer a complete plan of operations. The Offeror is responsible for notifying the Contracting Officer of any changes to the plan of operations.

Labor Provisions:

It is the responsibility of the Offeror to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

Extension of Contract Term:

- (a) Provided, that the offeror is not in default under the terms of this Agreement, the Interim or Executive Director of the Housing Commission, may extend the terms of the Agreement for one year. The option to extend the Agreement shall be at the Commission's discretion only, and may not be excised by the Offeror,
- (b) The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the offeror and that the stated terms and conditions of the Agreement shall be adhered to by the Offeror and the Commission during the term of the extension.
- (c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Offeror shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

Attachment A - Non-Discrimination

Non-Discrimination.

In accordance with the U.S. Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to Title VI (42 USC 2000d, et seq.) and Title VII (42 USC 2000e, et seq.) of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241) and the U.S. Department of Justice regulations (28 CFR Part 42, et seq.) and the U.S. Department of Labor regulations (29 CFR Part 1601, et seq.) issued pursuant to those Titles, the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Contractor hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenant against discrimination, against itself or its subcontractors connected directly or indirectly with the performance of this Contract.

In addition, 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, sexual orientation or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. In accordance with the U.S. Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to Title VI (42 USC 2000d, et seq.) and Title VII (42 USC 2000e, et seq.) of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241) and the U.S. Department of Justice regulations (28 CFR Part 42, et seq.) and the U.S. Department of Labor regulations (29 CFR Part 1601, et seq.) issued pursuant to those Titles, the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Contractor hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenant against discrimination, against itself or its subcontractors connected directly or indirectly with the performance of this Contract. In addition, 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, sexual orientation or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. To the extent this contract involves construction and/or the oversight and administration of construction contracts, Contractor shall take all steps reasonably necessary to ensure that construction contractors comply with the City of Flint regulations.

**FLINT HOUSING COMMISSION
SECTION 3 COMPLIANCE PLAN**

Name of Company: _____

Solicitation or File No. _____

Description of Services or Work. _____

Please indicate you firms proposed methodology for compliance with Section 3; you may select one or more methods of compliance.

1. Meeting the numerical goals set forth in this section for providing training or employment opportunities to residents of public housing or other low income persons (section 3 residents);
2. Subcontracting work for the covered contract to a Section 3 Certified Business Concern(s);
3. Provide other economic opportunities to low income persons;
4. Contributing to FHC's Educational and Training Fund; or
5. Becoming a Section 3 Certified Business Concern

THIS IS A REQUIRED DOCUMENT FOR ALL FHC PROCUREMENTS EXCEPT CONTRACTS FOR SUPPLIES AND MATERIALS ONLY.

Each bid **must** provide an implementation plan in narrative form that identifies the chosen method of compliance and the supporting evidence for that compliance method. Additional guidance and documents for each method can be found at www.flinthc.org or by calling the FHC at 810-736-3050.

- Specific Implementation plan is attached. (see attached form for guidance). Additional sheets may be included as necessary. Bids submitted without an implementation plan may be considered non-responsive and may be rejected.

Signature of Authorized Representative: _____

Flint Housing Commission Section 3 Policy

For purposes of this Section 3 policy, the following terms and conditions shall apply.

Definitions

Applicant – Any entity which makes an application for Section 3 Covered Assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Board – the Board of Commissioners of the FHC.

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

City – the City of Flint, Michigan.

Contractor - any entity which contracts to perform work generated by the expenditure of Section 3 Covered Assistance, or for work in connection with a Section 3 Covered Project.

Department Director – the head of an FHC department.

FHC – the Flint Housing Commission, a Michigan public body corporate.

Family Self-Sufficiency (FSS) - programs as defined by 24 CFR Part 984

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 Covered Assistance, i.e., operating assistance, development assistance and modernization assistance, as described in Section 135.3 (a) (1). With respect to Section 3 Covered Assistance, this term means all employment opportunities arising in connection with Section 3 Covered Projects, as described in 24 CFR 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Executive Director – the chief executive officer of the FHC appointed by the Board.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD’s public housing program regulations codified in 24 CFR Chapter IX.

HUD – the United States Department of Housing and Urban Development.

JTPA – The Job Training Partnership Act (29 U.S.C. 1579 (a)).

Low-Income Person – families, including single persons, whose income(s) does not exceed 80% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary of HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary of HUD’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Statistical Area – a metropolitan statistical area (MSA), as established by the United States Office of Management and Budget.

New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 Covered Assistance, directly from HUD or from another Recipient and includes, but is not limited to, any State, unit of local government, public housing agency, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include Contractors.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a Business Concern,

- 1) That is 51% or more owned by Section 3 resident(s): or
- 2) Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or who were section 3 residents at the time the persons were employed by the business but whose income now exceed the income level of a low or very low-income person, and the date of first employment by the business concern has not exceeded a period of three years.; or
- 3) That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to Business Concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Clause – the contract provisions set forth in 24 CFR 135.38 are required to be included in all Section 3 Covered Contracts. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause)

- 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, i.e., 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 Contractor agrees to comply with Section 3 and HUD's regulations in 24 CFR Part 135, which implement Section 3. The Contractor certifies that it is under no contractual or other impediment that would prevent it from complying with the 24 CFR Part 135 regulations. The Contractor also agrees to comply with FHC's Section 3 Policy and FHC's Standard Operating Procedure for Implementing FHC's Section 3 Policy.
- 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 finding a subcontractor 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 the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify any vacant employment positions, including training positions, 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 (I) 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 Enterprises. Parties to this contract that are subject to this provision 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).

Section 3 Covered Assistance

- 1) Housing Development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Contract – a contract or subcontract awarded by a Recipient or Contractor for work generated by the expenditure of Section 3 Covered Assistance or for work arising in connection with a Section 3 Covered Project. Section 3 contracts do not include contracts for the purchase of supplies and materials unless the contract includes the installation of the materials.

Section 3 Resident – a public housing resident or a Low-Income Person or Very Low- Income Person who resides in the Metropolitan Area in which the Section 3 Covered Assistance is expended.

Section 3 SOP – the Standard Operating Procedure for Implementing FHC’s Section 3 Policy.

Subcontractor – any entity, other than a person who is an employee of the Contractor, which has a contract with a Contractor to undertake a portion of the Contractor’s obligation for the performance of work generated by the expenditure of Section 3 Covered Assistance or arising in connection with a Section 3 Covered Project.

24 CFR Part 135 – federal regulations at 24 CFR 135 Subtitle A, et. al.: Economic Opportunities for Low- and Very Low Income Persons; Interim and Final Rules

Very Low-Income Person – families, including single persons, whose income does not exceed 50% of the median family income for the area, as determined by the Secretary of HUD with adjustments for smaller and larger families, except that the Secretary of HUD may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary of HUD’s findings that such variations are necessary because of unusually high or low family incomes.

I. OVERVIEW

As an entity that receives funding from HUD, FHC is obligated to comply with Section 3 as

implemented through 24 CFR Part 135. The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to Low and Very-Low Income Persons, particularly those who are recipients of HUD housing assistance.

This policy details how FHC and its Contractors will implement the actions necessary to comply with 24 CFR Part 135. The prescribed actions are designed to insure both FHC and its Contractors take affirmative action(s) to provide economic opportunities to Section 3 eligible persons.

FHC is committed, “to the greatest extent feasible”, to:

- hiring Section 3 eligible households to fill 30% of the aggregate number of new FHC hires each year;
- insuring FHC Contractors hire Section 3 eligible persons to fill 30% of the aggregate number of new hires; and
- insuring FHC and its Contractors award at least 10% of the subcontracts for building trades, maintenance, repair, modernization or development work to Section 3 Business Concerns; and
- insuring FHC and its Contractors award at least 3% of the total dollar amount of all other Section 3 Contracts to Section 3 Business Concerns.

All Applicants, bidders, Contractors and Subcontractors are encouraged to review the complete text of FHC’s Section 3 Policy and the Section 3 SOP. Both documents may be obtained, on line at FHC’s website, www.flinthc.org, or, at no cost, by contacting the Flint Housing Commission, 3820 Richfield Road, Flint, Michigan 48506, Telephone (810)736-3050.

II. REQUIRED CONTRACT LANGUAGE

Every FHC Section 3 Contract shall include a Section 3 Clause that contains language which requires Contractors to comply with Section 3, 24 CFR Part 135 and the provisions of FHC’s Section 3 Policy and the Section 3 SOP. Furthermore, every Applicant, Recipient, contracting party, Contractor, and Subcontractor shall incorporate, or cause to be incorporated into all Section 3 Contracts the language in the Section 3 Clause (see the Definitions for the language).

III. SETTING SECTION 3 GOALS

FHC and its Contractors and Subcontractors are responsible for establishing Section 3 goals. Such goals will reflect a commitment to hiring Section 3 Residents and/or subcontracting work to qualified Section 3 Business Concerns. Contractors shall demonstrate compliance with the “greatest extent feasible” requirement of Section 3 by selecting one of the following:

1. Meeting the numerical goals set forth in this section for providing employment or training opportunities to residents of public housing or other low income persons (section 3 residents);
2. Subcontracting work for the covered contract to a Section 3 Certified Business Concern(s);

3. Provide other economic opportunities to low income persons;
4. Contributing to FHC's Educational and Training Fund; or
5. Becoming a Section 3 Certified Business Concern

Each proposal must provide an implementation plan in narrative form that identifies the chosen method of compliance and the supporting evidence for that compliance method as outlined below.

A. The Hiring and Training Method of Compliance

Every contractor and subcontractor choosing to provide training or employment opportunities in order to comply with Section 3, must commit, in writing, to the following:

When additional personnel are needed to complete the contract work, 30% of all new hires will be Section 3 residents. If the contractor hires only one employee, that employee will be a Section 3 resident.

FHC's order of preference for Section 3 hires is as follows:

1. Section 3 Residents living in a housing development owned or operated by FHC and receiving housing assistance (category 1 residents);
2. Section 3 Residents living in a housing development not owned or operated by FHC but receiving housing assistance administered through FHC (category 2 residents);
3. Section 3 Residents residing in Genesee County receiving housing assistance through a HUD agency (category 3 residents);
4. Section 3 Residents residing in the MSA receiving housing assistance through a HUD agency (category 4 residents);
5. Participants in HUD Youthbuild programs being carried out in the Flint metropolitan area;
6. Other Section 3 residents (category 4 residents).

The contractor shall maintain all records, reports and other documents to demonstrate compliance with the Section 3 requirements.

Implementation of Section 3 by the contractor may be accomplished using the following examples. The examples provided are not all inclusive. Additional examples of efforts to offer training and employment opportunities to Section 3 Residents may be found in the Appendix to 24 CFR part 135 Appendix 1.

- a. Advertising training and employment positions by distributing flyers which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process to occupied dwelling units in FHC development(s) and/or in public spaces at FHC administration areas where housing assistance is administered and/or contacting qualified Section 3 individuals previously identified as showing an interest in similar opportunities .

- b. Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the contractor's training and employment positions.
- c. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations, organized labor agencies or other officials or organizations to assist with recruiting Section 3 residents for the contractor's training and employment positions.
- d. Advertising the positions to be filled through the local media, such as public television channels, newspapers of general circulation, and radio advertising.

B. The Subcontracting Method of Compliance

Every Contractor choosing to subcontract with Section 3 Business Concerns in order to comply with Section 3, must commit, in writing, to the following:

Subcontract at least 10% of the dollar value of the contract to Section 3 Business Concerns for building trades work for maintenance, repair, modernization or development or for building trades work arising in connection with the execution of the Section 3 Contract activity. The Contractor will satisfy this goal through contracts awarded by its Subcontractors.

Subcontract at least 3% of the dollar value of the Section 3 Contract to Section 3 Business Concerns for work not classified through the Davis-Bacon Act and the U.S. Department of Labor. This category generally applies to professional service contracted activity. The Contractor will satisfy this goal through contracts awarded by its Subcontractors.

The order of preference for subcontracting is specified in Section E. below.

C. The Other Economic Opportunities Method of Compliance

Every Contractor choosing to provide other economic opportunities in order to comply with Section 3, must commit, in writing, to the following:

Undertake efforts to provide economic opportunities other than training, employment and subcontract awards to Section 3 residents, Section 3 Business Concerns or entities that administer Family Self-Sufficiency (FSS) programs as defined by 24 CFR Part 984.

Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge", and hiring Section 3 residents in part-time positions.

Contractors or Subcontractors may provide economic opportunities to establish, stabilize or expand Section 3 Business Concerns. Such opportunities may include, but are not limited to, the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, or purchase of supplies and materials from Section 3 Business Concerns.

Contractors and Subcontractors may utilize these methods directly or may provide financial incentives to non-Section 3 business concerns to provide economic opportunities to Section 3 residents.

This Other Economic Opportunities method of compliance provides for Contractors to meet their Section 3 requirements by providing resources to Section 3 Residents or Business Concerns which may be more achievable based on the operations of the Contractor. Implementation of other economic opportunities may be accomplished using the following examples. The examples provided are not all inclusive.

- a. Extending purchasing discounts to a Section 3 Business Concern who would otherwise not qualify for volume discounts.
- b. Donating materials or equipment to a Section 3 Resident, Section 3 Business Concern or an entity administering FSS programs.
- c. Use of “upward mobility”, “bridge”, and hiring Section 3 residents in long-term part-time positions.

All actions intended to meet Other Economic Opportunities must directly or indirectly contribute to a Section 3 Resident’s increase in earned income or reduction of their dependence on rental subsidy or other State or Federal housing related assistance.

D. The Education/Training Fund Method of Compliance

A Contractor may satisfy its Section 3 goal by contributing an amount equivalent to 2% of the amount paid (not awarded) to the Contractor through a Section 3 Contract to a FHC approved education and/or training fund that provides assistance to Section 3 residents, Section 3 Business Concerns or an entity that administers a FSS program.

This method of compliance may be selected at any point during the award, execution or closeout of a Section 3 Contract in order for a Contractor to satisfy their Section 3 obligation. If it is determined a Contractor did not satisfy their Section 3 obligations “to the greatest extent feasible” FHC may impose a liability of 2% payment due to the Flint Housing Commission Educational & Training Fund. The amount due by the Contractor to the Educational and Training fund may be reduced by an amount less than 2% of the payments received by the Contractor if the Contractor made an effort to meet their Section 3 obligations that can be assigned a monetary value which was less than 2% of the Contract. Payments to the Educational & Training Fund are due within one (1) year after the expiration of the Contract. Failure by Contractors to meet their Section 3 obligations, including making payments to the Educational & Training Fund, may impact consideration for future awards.

Example: A Contractor receives \$100,000 in payments through a Section 3 Contract. The Contractor, through an Other Economic Opportunity, provides a laptop computer with a value of \$1,500 to an entity administering a FSS program and makes no other efforts to comply with Section 3. The Contractor would then be liable to pay the Educational & Training Fund \$500. ($\$100,000 * 2\% = \$2,000$; $\$2,000 - \$1,500 = \$500$)

E. The Section 3 Certified Business Concern Method of Compliance

Contractors and Subcontractors may demonstrate compliance by becoming a certified Section 3 Business Concern. Section 3 Business Concerns are defined as follows:

1. Category 1 Businesses - Section 3 Business Concerns that are 51% or more owned by Section 3 Residents.
2. Category 2 Business – A Section 3 Business Concern whose full-time, permanent workforce includes 30% Section 3 Residents as employees.
3. Category 3 Businesses – Section 3 Business Concerns that subcontracts in excess of 25% of the total amount of subcontracts to Category 1 or Category 2 business concerns.

If this compliance method is chosen, a Contractor or Subcontractor seeking to become a Section 3 certified Business Concern shall submit such evidence, as may be reasonably required by FHC that the Contractor or Subcontractor qualifies as a Section 3 Business Concern in one of the 4 categories outlined above. Such evidence may include, but is not limited to, an affidavit certifying that 30% of the subject Contractor's or Subcontractor's employees are low-income as defined by federal guidelines; documentation to prove the Business Concern is actively recognized as a Certified Section 3 Business Concern by HUD or MSHDAS; household income of the business owner; a list of employees and the household income of each employee, etc.

Also, a Section 3 Business Concern seeking a contract or subcontract shall submit such evidence, as may be reasonably required, sufficient to demonstrate to FHC that the Section 3 Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

F. Consideration of Section 3 Compliance/Plan in the Awarding Section 3 Covered Contracts

FHC will take the proposed Section 3 plan into consideration in awarding Section 3 covered contracts as follows:

1. For competitively negotiated contracts (when price is not the primary determination for award) compliance with Section 3 requirements must be one of the evaluation criteria. This criterion shall have a minimum value of 5 points to a maximum value of 15 points depending upon the nature of the services requested under the Section 3 covered contract.
2. For fixed price contracts, generally sealed bids, (when price is the primary determinate for an award) the following procedure will be applied:

Preference in the award of Section 3 covered contracts awarded under a sealed bid process will be provided as follows:

Bids shall be solicited from all businesses (Section 3 Business Concerns, and Non-Section 3 business concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking and with the lowest responsive bid if that bid is not more than "X" higher than the total bid

price of the lowest responsive bid from any responsible Non-Section 3 Concern bidder. “X” is determined as follows:

When The Lowest Responsive Bid Is:	X-lesser of:
Less than \$100,000	10% of that bid or \$9,000.
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
At least \$7 million or more	1-1/2% of the lowest responsive bid, with no dollar limit.

If **Flint Housing Commission (FHC)** elects to award the Contract, FHC will make the award to the Bidder who submitted the lowest responsive, responsible Bid (including the Section 3 preference) conforming in all material respects with the requirements stated above, that is, the Contract shall be awarded to a responsible Bidder with the lowest responsive bid.

G. Right to Reject Bid/Proposal as Non-Responsive

If the Offeror fails to submit a Section 3 plan with its proposal, the Offeror’s proposal may be rejected as non-responsive.

IV. COMPLIANCE MONITORING AND PERFORMANCE REVIEWS

FHC has the right, authority and responsibility to monitor the Contractor’s implementation of each element of the Contractor’s Section 3 plan, including awarding subcontracts and Section 3 hiring and training. FHC staff shall develop and implement a Section 3 SOP that includes strategies required to accomplish the monitoring function and to implement this Section 3 policy. If voluntary compliance cannot be obtained, sanctions, described and referenced in Section VI below, may be imposed by FHC to enforce compliance. FHC reserves the right to allow contractors to comply with Section 3 by combining or adjusting methods of compliance when necessary to ensure the overall goal of compliance with Section 3 is being met to the greatest extent feasible. It is desired that contractors select a single method of compliance. However, in some instances particularly when contractors have difficulty complying with a single method, an alternative method of compliance may be approved by FHC.

The Contractor shall provide status report(s) as requested by FHC staff identifying its progress in meeting its Section 3 goals. The status report shall be in at least the same level of detail as the approved Section 3 Plan and provided within ten (10) days of request. For any goal not met, the report shall identify any other economic opportunities, which the Contractor has provided, or intends to provide to Section 3 Residents and the dollar value of each.

V. INFORMATION REGARDING FLINT HOUSING COMMISSION EDUCATIONAL & TRAINING FUND

A Contractor may satisfy its Section 3 goal by contributing to the FHC Section 3 Education & Training Fund an amount equivalent to 2% of the amount paid to the Contractor under the Section 3 Contract. These funds will be used to pay for resources which reduce barriers or provide opportunities for Section 3 Residents to increase their earned income or reduce their dependence on rental subsidy or other State or Federal housing related assistance. The Fund can provide assistance to Section 3 Residents, Section 3 Business Concerns or entities administering FSS programs. These funds can be used for education, training, testing, certifications or licensing for Section 3 residents. Contributions shall be made payable and mailed to the Flint Housing Commission Education & Training Fund, 3820 Richfield Road, Flint, MI 48506.

Payments from the FHC Education & Training Fund to Section 3 Residents will not exceed \$1,500 per calendar year. Payments to a Section 3 Business from the Educational & Training Fund will not exceed \$1,500 per year. A Section 3 Resident who owns a Section 3 Business(es) may not receive more than \$1,500 combined from the Educational & Training Fund per calendar year.

Examples of eligible uses of Flint Housing Commission Education & Training Funds:

- a. Rental or purchase of equipment required for employment or educational training purposes.
- b. Supplies needed for education and training purposes.
- c. Assistance with first-time license or exam/test fees.
- d. Approved transportation expenses for Section 3 Residents to attend a Section 3 activity.
- e. ACT/SAT prep courses, college entrance exams, and college/technical/vocational application fees.
- f. First pay-period stipend.
- g. Uniform, tools, or supplies required as a term of employment prior to first pay-period.
- h. Passing or successful course completion, certifications, examinations or licensing.

Examples of ineligible uses of Flint Housing Commission Educational & Training Funds:

- a. Utility payments
- b. Payment of unsuccessful course completion, certifications, examinations or licensing.
- c. Payments for licenses or certifications which will not contribute to the Section Residents financial self-sufficiency
- d. Payments to assist with the establishment of a medical marijuana dispensary business.
- e. Payment for medical expenses
- f. Payment for counseling unless directly related to employment of the Section 3 Resident
- g. Payment of administrative expenses incurred by FHC to administer these funds.

FHC shall maintain Educational & Training Funds separate from all other funds.

The FHC Finance Department will track individual contributions and expenditures and will report this information to the Board annually.

VI. ENFORCEMENT MEASURES

If the Contractor fails to submit a Section 3 plan with its bid, the Contractor's bid may be rejected as non-responsive.

If the Contractor fails to comply with its Section 3 obligations, enforcement measures that FHC may utilize singularly or in combination, at its sole discretion, include but are not limited to:

- (a) Withhold some or all future contract payments pertaining to the Section 3 Contract determined to be in non-compliance or any other contract the Contractor may have with FHC until compliance has been achieved;
- (b) Withhold a portion of the Contractor's final payment as liquidated damages;
- (c) Terminate the contract;
- (d) Impose a suspension from future FHC contracting opportunities for a period not to exceed 12 months; or
- (e) Impose debarment from future participation in FHC contracting opportunities for up to three years.

Contractors may appeal sanctions imposed by FHC for non-compliance with this Section 3 Policy utilizing the appeal procedures in Section VIII. B., Suspension and Debarment, of FHC's Procurement Policy.

VII. REPORTING

The Executive Director or designee shall submit an annual report to the FHC Board of Commissioners detailing the accomplishments related to the Section 3 policy.