Instructions to Proposers & Contractors (ITPC)

Table of Contents

Section	Description	Page
1.0	General Conditions	2
1.1	Applicability	2
1.2	Definitions	2
2.0	Conditions To Propose	4
2.1	Pre-qualification of Proposers	4
2.2	RFP Forms, Document Specifications and Drawings	4
2.3	Proposal Preparation, Submission and Receipt by the Authority	4
2.4	Exceptions to Specifications	6
2.5	Lump Sum Cost Breakdown (LSCB)	6
3.0	Proposal Evaluation	7
3.1	Proposal Opening Results	7
3.2	Award of Proposal(s)	7
3.3	Rejection of Proposals	8
3.4	Cancellation of Award	8
3.5	Mistake in Proposal Submitted	8
3.6	Irregular Proposal Submitted	9
3.7	Disqualification of Proposers	9
3.8	Burden of Proof	10
4.0	Right To Protest	10
4.1	Rights	10
4.2	Administrative Powers	10
4.3	Procedure to Protest	10
5.0	Disputed Billings (Charges)	12
5.1	Procedures	12
6.0	Additional Considerations	13
6.1	Right of Joinder	14
6.2	Non-escalation	14
6.3	Funding Restrictions and Order Quantities	14
6.4	Required Permits	14
6.5	Taxes	14
6.6	Government Standards	14
6.7	Freight on Bill and Delivery	14
6.8	Work on the Authority Property	15
6.9	Estimated Quantities	15
6.10	Warranty	15
6.11	Official, Agent and Employees of the Authority Not Personally Liable	15
6.12	Subcontractors	15
6.13	Assignability	15
6.14	Salaries and Expenses Relating to the Successful Proposer's Employees	15
6.15	Independent Contractor	16
6.16	Severability	16
6.17	Amendments/Modifications	16
6.18	Force Majeure	16
6.19	Governing Law	16
6.20	Waiver of Breach	16
6.21	Time of the Essence	16
6.22	Limitation of Liability	16
6.23	Indemnity	16
6.24	Lobbying Certification	19
6.25	Privacy	19
6.26	Publicity	19
6.27	2 CFR Appendix II to Part 200 (F), Procurement	19

6.28	Additional Federally Required Orders/Directives	23
6.29	Nondiscrimination	24
6.30	Headings	25

1.0 GENERAL CONDITIONS:

1.1 Applicability: If referred to within the text of such, these ITPC shall be applicable to all Requests For Proposals (RFP) solicitations that the Cincinnati Metropolitan Housing Authority (the Authority) conducts and shall be applicable to any contract that the Authority awards to or signs with any firm, agency or individual pursuant to that RFP. A copy of these ITPC shall be made available to any actual or prospective proposer, or contractor who does business with or intends to do business with the Authority.

1.1.1 Unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within these ITPC, the provision in the RFP or contract document shall govern. Further, in the case of any attached HUD forms (more specifically: HUD-5369-C (8/93); HUD-5369-B (8/93); and HUD-5370-C (1/2014), Section I and/or Section II), the information within such HUD form(s) shall govern any other information issued, especially that issued within any Authority-created forms that are issued as a part of this solicitation.

1.2 Definitions (pertaining to all RFP documents issued by the Authority pertaining to this RFP, including the attachments and the ensuing contract)**:**

1.2.1 **"Contracting Officer"** when named within an RFP document shall refer to either the CEO or the person he/she has delegated such responsibilities to.

1.2.2 **"Contract"** refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the RFP document, such is referring to both the RFP documents and the ensuing contract document.

1.2.3 **"Contractor"** and the term "successful proposer" may be used interchangeably.

1.2.4 **"Days"** unless otherwise directed, shall refer to calendar days.

1.2.6 **"CEO"** is the Authority Chief Executive Officer.

1.2.8 **"The Authority"** is the Cincinnati Metropolitan Housing Authority. Unless otherwise defined herein or within the ensuing contract, whenever the term "the Authority" is used without clearly designating a responsible Authority staff person, the proposer(s) shall assume that responsibility for that item rests with the PO.

1.2.9 **"HUD"** is the United States Department of Housing and Urban Development. HUD is the Federal agency that the Authority receives some funding from; however, pertaining to this RFP, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).

1.2.10 **"Herein"** shall refer to all documents issued pursuant to the noted RFP, including the RFP documents and the attachments.

1.2.11 **Offer"** is the proposal submittal referred to within the following Section 1.2.14 that the proposer delivers to the Authority in response to the RFP.

1.2.12 **"Offeror" or "Offerors"** are the persons or firm which submit a proposal in response to a request for proposal.

1.2.13 **"Parties" -** When "the parties," "both parties" or "either party" is stated within the RFP documents or the contract, such refers to the Authority and the successful proposer(s).

1.2.14 **"Proposal" and/or "Proposal Submittal"** is the "hard copy" document that the proposer is required to, as detailed within the RFP document, deliver to the Authority.

1.2.15 **"Protestant"** is a prospective proposer or proposer who feels that he/she has been treated inequitably by the Authority and wishes the Authority to correct the inequitable condition or situation. To be eligible to file a protest with the Authority pertaining to an RFP or contract, the protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. registered and received the RFP documents).

1.2.16 **"Prospective Proposer" or "Proposer" -** A prospective proposer is a firm or individual who has been notified of the RFP solicitation and/or who has requested and/or received the RFP documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFP. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFP--meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to proposers and not to all prospective proposers.

1.2.17 **"Request For Proposals" (RFP)** is the competitive proposal process allowed by HUD, especially as defined within Chapter 7 of HUD Procurement Handbook 7460.8 REV 2.

1.2.18 **"RFP Document(s)" -** Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information posted on the cintimha.com Internet System (hereinafter, the "noted Internet

System" or the "System), that the Authority makes available to all prospective proposers wherein is detailed the Authority's requirements.

1.2.19 **"Solicitation" or "Competitive Solicitation"** is the RFP process detailed herein.

2.0 CONDITIONS TO PROPOSE:

2.1 **Pre-Qualification of Proposers:** Prospective proposers will not be required to pre-qualify in order to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective proposer to provide the requested information may, at the Authority's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information (in the case of a successful proposer(s), these requirements shall also apply in the context of the successful proposer or proposers).

2.2 **RFP Forms, Documents, Specifications and Drawings:**

2.2.1 It shall be each prospective proposer's responsibility to, prior to submitting a proposal in response to the RFP, examine carefully and, as may be required, properly complete and submit all documents issued pursuant to this RFP.

2.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

2.2.3 The Authority shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual proposer. Such changes that are issued before the deadline for receipt of proposals shall be binding upon all prospective proposers. Such changes that are issued after the receipt of proposals, but prior to award shall be binding upon all parties that have submitted proposals; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her proposal. Such withdrawal must be delivered, in writing, to the PO within the 5-day deadline period.

2.3 **Proposal Preparation, Submission and Receipt by the Authority:**

2.3.1 **Required Forms:** All required forms furnished by the Authority as a part of the RFP document issued shall, as instructed, be fully completed and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and

completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to it's originally form (for example, signature lines must appear on the page the line was originally intended to be on).

2.3.2 **Manner of Submission:** The proposal submittal shall be submitted in the manner detailed within the RFP document. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the PO, eliminate that proposer from consideration for award.

2.3.3 **Time for Receiving Proposals:** Proposals received prior to the time set as the deadline for the receipt by the Authority of the proposal submittal shall be securely kept, unopened, by the Authority. The PO, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered, except as detailed within Section 6 of Form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*; or if the bid response, modification, or withdrawal would have been timely but for the action or inaction of the Authority personnel. When deemed as late, a bid response, modification, or withdrawal shall be marked as "late", remain sealed and shall be retained in the bid file

2.3.3.1 Proposers are cautioned that any proposal submittal that may be time-stamped as being received by the Authority after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will attach to the Authority or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

2.3.4 **No Public Opening of Proposals:** Pursuant to the competitive proposals or RFP process, proposals are not publicly opened, but are held secure until the submittal deadline has passed. The proposals are then opened in private by the PO (or his/her designee) and are, pursuant to the evaluation plan, examined for minimal responsiveness (i.e. minimum compliance with the requirements of the RFP). Persons other than the Authority staff involved in this process are not allowed to be present during the opening, nor may they inspect the proposals until after award has been completed.

2.3.5 **Withdrawal of Proposals:** Proposals may be withdrawn as detailed within Section 6(h) of Form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.

2.3.6 **Conflicting Conditions:** Any provisions detailed within any of the RFP documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFP documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this ITP, unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this ITP, the provision in the RFP or contract document shall govern.

2.3.7 **Interpretations:** No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective proposer, in writing, pursuant to the schedule set within the RFP document issued and as directed by the Authority. Official interpretations will be issued in the form of addenda, which will be delivered to each proposer; but it shall be the prospective proposer's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful proposer, and all proposers shall be bound by such addenda, whether or not received by the prospective or successful proposer(s).

2.4 Exceptions to Specifications:

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

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

2.5 Lump Sum Cost Breakdown (LSCB):

2.5.1 The Authority reserves the right to, at any time, request and receive from any or all proposers a LSCB of any or all of the costs proposed. The proposal documents constitute an outline of the work to be completed by the proposer. These documents are intended to include all major items, and the

lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the proposer in order to comply with the proposal documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

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

2.5.1.1.1 **Prior to award of proposals:** the Authority may request a LSCB for any or all items reflected within the RFP document as "lump sum" for the purpose of determining an unbalanced cost proposal. The PO, using acceptable methods dictated by the industry, shall conduct the analysis.

2.5.1.1.2 **After award:** the Authority may request a LSCB for any or all items reflected within the RFP document as "lump sum" for the purpose of making partial payments to the successful proposer.

2.5.1.1.3 Under no circumstances, may any cost item reflected as "lump sum" be increased/decreased as a result of the LSCB analysis.

3.0 PROPOSAL EVALUATION:

3.1 **Proposal Opening Results:** It is understood by all proposers/prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until the Authority has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When the Authority issues such notice, the Authority will inform all proposers as to who was awarded the contract and the dollar amount of the contract.

3.1.1 All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, until after award has been completed, be available to be viewed by any interested parties except as approved by the Authority's Legal Counsel (i.e. a proposer will not, prior to completion of award, be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer submitted). The Authority shall, however, upon request, verify that the proposal documents submitted are/were acceptable.

3.2 **Award of Proposal(s):** The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process detailed

within the RFP document issued, provided his/her proposal is reasonable, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the Authority, to the bests interests of the Authority to accept the proposal. All proposers will be notified in a timely manner of the results of the evaluation after award has been completed.

3.3 Rejection of Proposals:

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

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

3.4 Cancellation of Award: the Authority reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

3.5 Mistake in Proposal Submitted:

3.5.1 A request for withdrawal of a proposal due to a purported error need not be considered by the Authority unless the same is filed in writing by the proposer within 48 hours after the proposal deadline (proposers may of their own volition withdraw a proposal prior to the submittal deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the Authority, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the Authority retains the right to accept or reject any proposal withdrawal for a mistake.

3.5.2 Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the Authority's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the PO, for his/her review. This mistake must be corrected before the issuance of contract documents. If a bidder appears to have made a mistake, the Contracting Officer should immediately notify a bidder of any

apparent mistake in his/her bid and request verification of the bid as submitted.

3.6 **Irregular Proposal Submittal:** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at the Authority's discretion, be cause for rejection:

3.6.1 If the forms furnished by the Authority are not used or are altered or if the proposed costs are not submitted as required and where provided.

3.6.2 If all requested completed attachments do not accompany the proposal submitted.

3.6.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

3.6.4 If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

3.6.5 If the individual Pricing Items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from the Authority's cost estimate for that item.

3.7 **Disqualification of Proposers:** Any one or more of the following shall be considered as sufficient for the disqualification of a proposer and the rejection of his/her proposal:

3.7.1 Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as bidders or proposers for any future work of the Authority until such participant shall have been reinstated as a qualified proposer or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

3.7.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the Authority within the proposal documents issued, including by addendum.

3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

3.7.4 Documented unsatisfactory performance record as shown by past work for the Authority or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.

3.7.5 Incomplete work, which in the judgment of the Authority, might hinder or prevent prompt completion of additional work, if awarded.

3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

3.7.7 Failure to comply with any qualification requirement of the Authority.

3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the Authority) who will be employed by the successful proposer(s) to complete the work of the proposed contract.

3.7.9 As required by the RFP documents, failure of the successful proposer to be properly licensed by the City of Cincinnati and/or Hamilton County, Ohio and/or the State of Ohio and/or to be insured by a general liability and/or worker's compensation policy.

3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of the Authority.

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

4.0 Right to Protest:

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

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

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

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

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

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

4.3.2.1 the deadline for receiving proposals;

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

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

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

4.3.4 The PO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the CEO.

4.3.5 **Administrative Appeal:** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the PO, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the PO request an administrative appeal hearing be granted (such request must be delivered in writing to the PO within 5 days of receipt of the written opinion and decision; failure to do so within such 5 days shall relive the Authority of any responsibility to consider such request). The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the Authority from accepting or acting on that request for administrative hearing:

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

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

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

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

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

4.3.5.5 Such written decision delivered to the alleged aggrieved protestant shall exhaust the Authority internal protest and administrative appeal process available to the alleged aggrieved protestant.

5.0 Disputed Billings (Charges):

5.1 **Procedures:** In addition to the procedures detailed within Clause No. 7 of Attachment G-1, Form HUD-5370-C (1/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the Authority disputes any portion of its billing(s), the Authority shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

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

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

5.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Authority shall, within 10 days thereafter, either:

5.1.3.1 pay the disputed charges and reserve the right to submit the matter to mediation, arbitration, or the appropriate court in Hamilton County, Ohio;

5.1.3.2 not pay the disputed charge and submit the matter to mediation, arbitration, or the appropriate court in Hamilton County, Ohio;

5.1.3.3 not pay the disputed charge and allow the Contractor to submit the matter either to mediation, arbitration, or the appropriate court in Hamilton County, Ohio.

5.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the Authority, the Authority shall pay the Authority's receipt of the decision. If the decision is in favor of the Authority, the contractor will either:

5.1.4.1 clear the amount which is ordered from the Authority account; or

5.1.4.2 repay to the Authority the amount ordered.

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

6.0 Additional Considerations:

6.1 Right of Joinder

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

6.1.2 The successful proposer shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful proposer allows another political subdivision to join the Authority contract, it is expressly understood that the Authority shall in no way be liable for the joining political subdivision obligations to the successful proposer in any manner whatsoever.

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

6.3 **Funding Restrictions and Order Quantities:** the Authority reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Authority, if:

6.3.1 funding is not available;

6.3.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

6.3.3 the Authority's requirements in good faith change after award of the contract.

6.4 **Required Permits:** Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the Authority or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and any costs submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits.

6.5 **Taxes:** All persons doing business with the Authority are hereby made aware that the Authority is exempt from paying Ohio State Sales and Use Taxes and Federal Excise Taxes as set forth in state and federal laws. A letter of Tax Exemption will be provided upon request.

6.6 **Government Standards:** It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, State and Federal laws concerning safety (i.e., OSHA) and environmental control (i.e., EPA) and any other enacted ordinance, code, law or regulation. The successful proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

6.7 **Freight on Bill and Delivery:** All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the RFP documents or within the contract.

6.7.1 The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful proposer. Upon default, the successful proposer agrees that the Authority may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

6.8 **Work on the Authority Property:** If the successful proposer's work under the contract involves operations by the successful proposer on the Authority premises, the successful proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Authority's negligence, shall indemnify the Authority, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful proposer, its agents, employees, or subcontractors.

6.9 **Estimated Quantities:** Unless otherwise stated within the RFP documents, the quantities reflected within the RFP documents, to the best of the Authority's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the Authority under the finalized contract; but, pursuant to all RFP documents, these quantities will be used as calculation figures to determine the successful proposer.

6.10 **Warranty:**

6.10.1 The services provided under the contract shall conform to all information contained within the RFP documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

6.11 **Official, Agent and Employees of the Authority Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

6.12 **Subcontractors:** Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.

6.13 **Assignability:** The rights and obligations of Contractor are personal and may be performed only by Contractor. Contractor shall not assign any interest rights or obligations under this Contract without prior written consent of the Authority. Any purported assignment that does not comply with this provision is void. This Contract is

binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.14 Salaries and Expenses Relating to the Successful Proposers Employees: Unless otherwise stated within the RFP documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

6.15 Independent Contractor: Unless otherwise stated within the RFP documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

6.16 Severability: If any provision of this Contract is determined by a court having jurisdiction to be unenforceable to any extent, the rest of the provisions of this Contract will remain enforceable to the fullest extent permitted by law.

6.17 Amendments/Modifications: Any amendments or modifications of the Contract must be made in writing and signed by all Parties.

6.18 Force Majeure: Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

6.19 Governing Law: The Contract must be governed and construed exclusively by its terms and by the laws of the State of Ohio and any suit filed to enforce any term of this Contract shall be filed only in a court of competent jurisdiction in Hamilton County, Ohio.

6.20 Waiver of Breach: A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

6.21 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.

6.22 Limitation of Liability: In no event shall the Authority be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.

6.23 Indemnity:

6.23.1 The successful proposer shall protect, indemnify and hold the Authority, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the Authority, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the Authority, its officers, employees, agents, consulting engineers or other retained consultants such as:

6.23.1.1 as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful proposer, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or

6.23.1.2 as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or

6.23.1.3 through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed or installed so as to give rise to a claim; or

6.23.1.4 because of any claim or amount recovered under any law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the successful proposer in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful proposer under and by virtue of this contract which is considered necessary by the Authority for such purpose, may be retained by the Authority for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the Authority provided, however, that money due the successful proposer will not be withheld when the successful proposer produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

6.23.2 In this connection, it is expressly agreed that the successful proposer shall, at its own expense, defend the Authority, its officers, employees, agents,

consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful proposer has indemnified the Authority, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful proposer shall fail to do so, the Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful proposer including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the Authority shall reimburse the successful proposer for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.

6.23.2 Reimbursement to the successful proposer by the Authority, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful proposer of its responsibility as set forth in the RFP documents.

6.23.3 The successful proposer guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

6.24 Lobbying Certification: By proposing to do business with the Authority or by doing business with the Authority, each proposer certifies the following:

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

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

6.24.3 The successful proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including

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

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

6.25 Privacy: Any Personal information collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure that its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without express written consent of the Authority or otherwise required by law. Contractor agrees to indemnify and hold harmless the Authority for any damages related to Contractor's unauthorized use of personal information.

6.26 Publicity: Contractor agrees to submit to the Authority all advertising and publicity related matter relating to this Contract wherein the Authority's name is mentioned or language used from which the connection of the Authority's name may, in the Authority's judgment, be inferred or implied. Contractor shall not publish or use such advertising and publicity matters without prior express written consent of the Authority.

6.27 2 CFR Appendix II to Part 200 (F), *Procurement*: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the Authority and the contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether actually inserted or by reference:

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

6.27.1.1 If the contractor is in material breach of the contract, the Authority may promptly invoke the termination clause detailed

within Section No. 3, form HUD-5370-C (1/2014), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

6.27.1.2 Prior to termination, the Authority may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Authority shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Authority's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).

6.27.1.3 After termination, if the contractor does not agree with the Authority's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Authority's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).

6.27.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.

6.27.1.5 It is the Authority's policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies have been exhausted. When appropriate, a mediator may be used to help resolve differences.

6.27.1.6 For contracts of $100,000 or less, the bidder/contractor may request to meet with the Procurement Officer.

6.27.1.7 All claims by a contractor relating to performance of a contract shall be submitted in writing to the Procurement Officer or designee for a written decision. The contractor may request a conference on the claim. The Procurement Officer's decision

shall inform the contractor of its appeal rights to the next higher level of authority in the Authority. Contractor claims shall be governed by the Changes clause in the form HUD-5370-C.

6.27.2 **Termination For Cause and Convenience:** As detailed within Clause No. 3 of, Form HUD-5370-C (1/2014), *General Conditions for Non-Construction Contracts, Section I—(Within or without Maintenance Work).*

6.27.3 **Executive Order 11246**: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 the equal opportunity clause provided under 41 CFR 60-1.4(b) is incorporated herein by reference, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.".

6.27.4 **Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor Regulations (29 CFR Part 3).

6.27.5 **Davis-Bacon-Act:** For all construction contracts awarded in excess of $2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented in Department of Labor Regulations (29 CFR Part 5).

6.27.6 **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, both parties hereby agree to comply with the Contract Work Hours and Safety Act (40 U.S.C. 3702 and 3704) as supplemented in Department of Labor Regulations (29 CFR Part 5).

6.27.7 **Rights to Inventions Made Under a Contract or Agreement.** If the contract meets the definition of "funding agreement" under 37 CFR 401.2(a) and one of the parties wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.27.8 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

6.27.9 **Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment G-1, *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, the Authority has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:

6.27.9.1 Except as provided elsewhere in this clause, the Authority shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

6.27.9.2 The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.

6.27.9.3 For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the Authority and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the Authority.

6.27.9.4 The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the

contractor identifies such data and grants the Authority a license of the same scope as identified in the preceding paragraph.

6.27.9.5 The Authority agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the Authority may either return the data to the contractor, or cancel or ignore the markings.

6.27.9.6 The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.

6.27.9.7 Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the Authority shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

6.27.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the Authority except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any Authority location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

6.27.10 **Clean Air Act:** For all contracts in excess of $150,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

6.27.13 **Byrd Anti-Lobbying Amendment** (31 USC 1352): Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6.27.14 **Procurement of recovered materials**: Both parties must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6.28 **Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives that the Authority has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this RFP:

6.28.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

6.28.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Authority hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

6.28.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to

any person because of race, color, religion, sex or national origin. Pursuant to this statute, the Authority requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

6.28.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

6.28.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

6.28.6 HUD Information Bulletin 909-23 which is the following:

6.28.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

6.28.6.2 Clean Air and Water Certification; and

6.28.6.3 Energy Policy and Conversation Act.

6.28.7 The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

6.29 Nondiscrimination: During the performance of this Contract, Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

For construction contracts, the contractor agrees to both:

(1) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

All contractors shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Ohio Revised Code.

6.30 Headings: The headings, titles, and captions in this Attachment are inserted for convenience only and are in no way intended to describe, interpret, define, prioritize or limit the scope, extent, or intent of this Attachment or any provision herein.

Last Revision Date: 01/20/2015