GREATER DAYTON PREMIER MANAGEMENT

Procurement Department

# QUOTATION FOR SMALL PURCHASE (QSP)

**Construction Services Bid Form & Notice to Proceed**

This Quotation for Small Purchase ("QSP") is GDPM's official bid form for small construction contracts. Contractors must complete all sections, sign where indicated, and submit by the due date and method specified in the solicitation. By submitting this QSP, Contractor acknowledges it has reviewed and accepts the GDPM Small Construction Project General Terms and Conditions and the GDPM Small Construction Contractor Guide, both incorporated herein by reference; no other contract documents are necessary unless otherwise agreed in writing on GDPM letterhead and signed by both parties.

## 1. CONTRACT INFORMATION

| | | |
|---|---|---|
| **Contract Name**<br>QSP 26-01: IT MANAGED SERVICES | **QSP/Contract No.**<br>QSP 26-01 | |
| **Contract Term**<br>1 YEAR WITH 2 OPTIONAL YEARS | **Davis-Bacon Apply?**<br>Yes ✔ No | **Section 3 Apply?**<br>✔ Yes No |
| **Bid Due Date & Time**<br>TUES SEPT 8TH, 2026 BY 10AM | **Pre-Bid Walkthrough (if applicable)**<br>NA | |

**Scope of Work**

*See any attached specifications*

SEE ATTACHED

## 2. CONTRACT AWARD PREFERENCE

Indicate below if any of the following contract award preference categories apply to your business. For eligibility information, visit gdpm.org/business-opportunities/diversity-certifications.

| | | | |
|---|---|---|---|
| ☐ Section 3 | ☐ MBE/WBE | ☐ Veteran | ☐ None Apply |

## 3. CONTRACTOR / BUSINESS INFORMATION

| | | |
|---|---|---|
| **Name of Business** | | |
| **Street Address** | **Street Address Line 2** | |
| **City** | **State** | **Zip** |
| **Contact Name** | **Contact Number** | **E-mail** |

## 4. BID PRICING

Contractor shall provide pricing below. Contractor may attach Contractor's detailed form of proposal or cost breakdown in addition to completing this section.

| Description | Amount |
|---|---|
| Total Base Bid (lump sum, all labor, material, and equipment per the Scope of Work) | $ |
| Base Bid – Option Year 1 | $ |
| Base Bid – Option Year 2 | $ |

| | |
|---|---|
| **TOTAL QUOTED PRICE** | **$** |

## 5. CONTRACTOR CERTIFICATION & SIGNATURE

By signing below, Contractor attests that he/she has the legal power, right, and authority to bind Contractor to this Agreement. Contractor agrees that, if selected for contract award, Contractor is qualified and able to perform all work necessary to complete the services described in the Contract Documents at Contractor's quoted price within the time period stated above.

Contractor further certifies that it has reviewed, acknowledges, and accepts the GDPM Small Construction Project General Terms and Conditions and the GDPM Small Construction Contractor Guide in their entirety, and that no other contract documents are necessary. Unless otherwise specified in writing by GDPM on GDPM letterhead and signed by both parties, if any provision of the Contract Documents conflicts with or is inconsistent with the GDPM General Terms and Conditions, the GDPM General Terms and Conditions shall prevail. This order of precedence includes, but is not limited to, provisions concerning indemnification, warranty, payment, order of precedence, and integration, and any conflicting terms are hereby revoked, rejected, and void, even if executed after the GDPM General Terms and Conditions.

*Current versions of the GDPM Small Construction Project General Terms and Conditions and the GDPM Small Construction Contractor Guide are available online at https://www.gdpm.org/development-construction/documents/ or upon email request to housingdevelopment@gdpm.org.*

| | |
|---|---|
| **Contractor Signature** | **Date** |
| | |
| **Printed Name & Title** | |
| | |

## 6. GDPM ACCEPTANCE — NOTICE TO PROCEED

*(GDPM use only.) Upon* GDPM's acceptance and signature below, this QSP constitutes both Notice of Award and Contractor's official Notice to Proceed ("**NTP**"). No separate Notice to Proceed document will be issued. Contractor shall mobilize and commence work in accordance with the Contract Term stated in Section 1, beginning on the NTP Effective Date below.

| **Total Awarded Price (insert dollar amount)** | |
|---|---|
| | |
| **NTP Effective Date (work shall commence on this date)** | **Contract Completion Date (per Contract Term)** |
| | |

| **GDPM Signature** | **Date** |
|---|---|
| | |
| **Printed Name & Title** | |
| | |

*A fully executed copy of this QSP will be returned to Contractor and shall serve as Contractor's official Notice to Proceed. Contractor should not begin work, incur costs, or order materials prior to receipt of a fully executed copy of this document.*

# Quotation for Small Purchase (QSP)

## Office 365 Licensing, Email Backup, Cloud Services, and Hosted VoIP Management

The Dayton Metropolitan Housing Authority (DMHA), doing business as **Greater Dayton Premier Management (GDPM)**, is seeking quotations from qualified, licensed, and insured firms to provide licensing, hosting, management, and support services for the technology solutions identified in this Quotation for Small Purchase (QSP).

The selected vendor(s) will be responsible for providing and managing the required licensing renewals, hosted services, technical support, and ongoing administration for GDPM's Microsoft 365 environment, email backup services, hosted Cisco VoIP phone system, and related cloud services.

## Scope of Services:

The successful vendor shall provide licensing, hosting, management, monitoring, maintenance, and technical support for the following services.

### Microsoft 365 Licensing

| Item | Description | Quantity |
|---|---|---|
| 1 | CS-LIC-M365-BB | 137 |
| 2 | CS-LIC-M365-F3 | 43 |
| 3 | CS-LIC-AZURE-DSP1 | 137 |
| 4 | CS-LIC-O365-EOP-2 | 3 |
| 5 | CS-DW-LIC-365 | 177 |
| 6 | Email mailbox storage upgrade (50 GB to 100 GB per user) | 137 |

### Hosted Cisco Unified Communications (VoIP)

| Item | Description | Quantity |
|---|---|---|
| 1 | Cisco 8841 Color IP Phone (including licensing) | 118 |
| 2 | Cisco 8851 IP Phone | 2 |
| 3 | Cisco 8800 Series Audio Key Expansion Module (28 Button) | 2 |
| 4 | Cisco Emergency Responder Management | 1 |
| 5 | Cisco Unified Call Manager Management | 1 |
| 6 | Cisco Unity Connection (Voicemail) Management | 1 |
| 7 | NU On-Premises Calling CLDS Professional per User | 130 |
| 8 | NU On-Premises Calling Enhanced CLDS | 25 |

### Cloud Services

- Data Backup and Protection for Hosted Services
- Hosted Firewall Services

## Vendor Responsibilities:

The selected vendor shall:

- Manage all required software licensing renewals.
- Maintain and support the hosted Microsoft 365 environment.
- Provide administration and support for the hosted Cisco Unified Communications environment.
- Manage email backup and file server backup services.
- Monitor hosted services and proactively resolve issues.
- Provide technical support for all services included in this QSP.
- Notify GDPM of upcoming licensing renewals and recommend service improvements when appropriate.

## Proposal Requirements:

All bidders shall include the following information with their quotation:

- Detailed pricing for all products and services.
- Licensing costs and annual renewal costs.
- A description of available support services.
- Hours of operation and after-hours support procedures.
- Service Level Agreements (SLAs), including response and resolution times.
- A description of the company's business model and service delivery approach.
- Implementation or transition plan, if applicable.
- Any additional fees or charges not specifically identified in this QSP.
- List the 1-year service pricing with a 2-year option pricing.

## Important Dates:

| | |
|---|---|
| **Issue Date** | TUES AUG 11TH 2026 |
| **Pre-Bid Meeting** | NA |
| **Questions from Contractors Due** | TUES AUG 25TH 2026 BY 10AM |
| **Responses from GDPM to Be Posted By** | SEPT 1ST 2026 BY NOON |
| **Proposals Due** | TUES SEPT 8TH 2026 BY 10AM |
| **Anticipated Award Announcement** | SEPT 17TH, 2026 |
| **Contract Start Date** | OCT 1ST, 2026 |

## Questions and Clarifications:

Questions regarding this QSP shall be submitted by email to the Procurement Department at **procurement@gdpm.org**.

## Reservation of Rights

GDPM reserves the right to accept or reject any or all quotations, waive informalities or irregularities in the proposals received, and award all or portions of this QSP in the best interest of the agency.

Thank you for your interest in providing services to Greater Dayton Premier Management.

# Non-Collusive Affidavit and Full Disclosure Statement

**Non-Collusive Affidavit**: The undersigned party hereby certifies that this proposal/bid is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person, to fix the bid price or any other offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other offeror, or to secure any advantage against the Greater Dayton Premier Management or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**Disclosure:** The undersigned certifies that I, nor any member of my immediate family does not now, and has not for the preceding two years, had any interest, whatsoever, whether direct, or indirect, in GDPM or any of its members or officials including but not limited to any interest which yields or has the potential of yielding directly or indirectly a monetary or other material gain or benefit with any employees, officers and commissioners of GDPM and members of their immediate family, or any interest arising from blood or marriage or from close business association, notwithstanding whether any financial interest is involved with any employees, officers and commissioners of GDPM members of their families or employment or services rendered as a member, official or officer of GDPM.

Signature: _____

Signature: _____

Title: _____

_____
(Company Name)

# General Conditions for Non-Construction Contracts

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

**U.S. Department of Housing and Urban Development**
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

1) **Non-construction contracts** *(without* maintenance) **greater than $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

**Section I - Clauses for All Non-Construction Contracts greater than $250,000**

### 1. Definitions

The following definitions are applicable to this contract:

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

### 2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

### 3. Termination for Convenience and Default

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

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

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

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

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

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

**6. Energy Efficiency**

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

**7. Disputes**

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section 111, Labor Standards Provisions,* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

**8. Contract Termination; Debarment**

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

**9. Assignment of Contract**

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

**10. Certificate and Release**

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

**11. Organizational Conflicts of Interest**

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

**12. Inspection and Acceptance**

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

**13. Interest of Members of Congress**

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

**16. Equal Employment Opportunity**

During the performance of this contract, the Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will 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, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

**17. Equal Opportunity for Workers with Disabilities**

1.The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and changes in compensation;

iv.Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

**18. 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.

**19. Contractor's Status**

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

**20. 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.

**21. Liens**

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

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

**23. Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

# General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

**U.S. Department of Housing and Urban Development**
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

1) Non-construction contracts (*without* maintenance) greater than $250,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than $2,000 but not more than $250,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $250,000 – use Sections I and II.

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

**1. Minimum Wages**

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

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification required is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the industry; and

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

**2. Withholding of funds**

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

**3. Records**

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of daily and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made; and
(viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

**4. Apprentices and Trainees**

(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

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

(ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**5. Disputes concerning labor standards**

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA

(ii) or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor

(iii) Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

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

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

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

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

**7. Subcontracts**

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

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

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

# GREATER DAYTON PREMIER MANAGEMENT

Dayton Metropolitan Housing Authority

# PROFESSIONAL SERVICES AGREEMENT

General Terms and Conditions

## AGREEMENT

This Professional Services Agreement (the "**Agreement**") is entered into between the Dayton Metropolitan Housing Authority d/b/a Greater Dayton Premier Management ("**GDPM**"), a body corporate and politic organized and existing under the laws of the State of Ohio, and the Contractor identified in the applicable solicitation or Notice of Award, for the purpose of Contractor providing professional services to GDPM. GDPM and Contractor are collectively referred to as the "**Parties**."

**NOW THEREFORE,** in consideration of the mutual obligations set forth herein, the Parties agree to the following general terms and conditions:

## Section 1 Services

**1.1** Contractor agrees to perform all services in a prompt, satisfactory, and professional manner as required by the Scope of Work. Services, materials, and products are limited to those described in the Scope of Work.

**1.2** The solicitation documents, Contractor's accepted quote, and this Agreement constitute the contractual obligations between the Parties. Failure to accept these terms may result in termination, assessment of liquidated damages, and removal from future GDPM contracting opportunities.

**1.3** Contractor may not subcontract any portion of the Work without the prior written approval of GDPM's Contracting Officer.

## Section 2 Contract Term

**2.1** This Agreement becomes effective upon the date GDPM issues its acceptance of quote or notification of contract award. If the solicitation includes renewal options, GDPM may, in its sole discretion, exercise those options upon expiration. The total term of this Agreement, including all options, shall not exceed five (5) years.

**2.2** All work shall commence upon written authorization from GDPM and shall proceed in a timely manner without delays in accordance with the agreed schedule.

## Section 3 Mandatory HUD Terms and Federal Requirements

**3.1 HUD Non-Construction Form.** The Parties acknowledge that Form HUD-5370-C, General Conditions for Non-Construction Contracts, Section I, contains mandatory terms prescribed by the U.S. Department of Housing and Urban Development. Those terms are incorporated into this Agreement by reference and may not be modified or amended. Any conflicting term—including any provision in Contractor's Solicitation Response or other contract document, even if signed by GDPM—is void and unenforceable.

**3.2 Uniform Guidance – 2 CFR Part 200**. This Agreement is subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and all mandatory contract provisions set forth in 2 CFR Part 200, Appendix II, which are incorporated by reference. Applicable provisions include, without limitation: Equal Employment Opportunity (Executive Order 11246); Davis-Bacon Act and related acts (for construction task orders); Contract Work Hours and Safety Standards Act (for construction task orders over $100,000); Clean Air Act and Federal Water Pollution Control Act (for contracts over $150,000); Byrd Anti-Lobbying Amendment; and Debarment and Suspension.

**3.3 Design Services.** If the Scope of Work includes architectural, engineering, or other design services, Form HUD-51915, Model Form of Agreement Between Owner and Design Professional, and all of its provisions are incorporated into this Agreement. This provision applies only when design services are expressly included in the Scope of Work.

## Section 4 Mandatory GDPM Terms

**4.1** The terms of this Agreement are mandatory and shall not be modified or amended without the express written approval of GDPM's Contracting Officer. Any conflicting term in Contractor's Solicitation Response or other contract document is void and unenforceable.

**4.2** Any provision of this Agreement that is similar to or has the same heading as a provision in Form HUD-5370-C shall be treated as a supplemental provision and is binding. In the event of a conflict, the HUD provision controls.

## Section 5 Subject to Appropriation of Funds

GDPM's obligations under this Agreement are contingent upon the availability of lawful appropriations by the United States Congress and the U.S. Department of Housing and Urban Development. If federal funding for this Agreement is reduced, suspended, or terminated, GDPM's obligations under this Agreement shall be reduced or terminated correspondingly, and GDPM shall have no further payment obligation after the date funding lapses.

## Section 6 Compensation and Payment

**6.1** GDPM will pay Contractor at the rate specified in the accepted proposal within approximately thirty (30) calendar days of receipt of a properly completed and accepted invoice. GDPM may withhold payment if Contractor fails to comply with any term of this Agreement. No payment will be made for incomplete, inaccurate, or defective work.

**6.2** GDPM shall not pay any fees not expressly specified in the Contract Documents, including one-time fees, staging fees, training fees, recurring fees, annual fee increases, early termination fees, late fees, or other miscellaneous charges.

**6.3** Unit prices reflected in the accepted Request for Quote Form shall remain firm with no provision for price increases during the Contract term, unless expressly specified in the Contract Documents. This price-firm requirement applies to labor rates and professional fees; if the Scope of Work includes any material or equipment procurement component, Contractor shall provide a separate itemized breakdown of such costs, which shall be subject to GDPM's prior written approval and shall not be subject to adjustment for tariffs, duties, or other import-related cost increases without GDPM's express written consent.

**6.4 Invoice Requirements.** To be a proper invoice, Contractor's invoice must include: (a) a description of services rendered; (b) the invoice number; (c) the GDPM purchase order number; (d) the date(s) services were provided; and (e) the name and contact information of Contractor's authorized representative. Invoices may be submitted electronically to the address designated by GDPM. GDPM may, at its option, make payment by ACH/EFT; Contractor shall provide banking information upon request.

**6.5** GDPM shall not be obligated for any costs incurred prior to contract award. All costs of proposal preparation are borne by the Contractor.

**6.6 Retainage.** For phased or milestone-based contracts, GDPM may, at its discretion, withhold retainage of up to ten percent (10%) of each progress payment. Retainage shall be released within thirty (30) days of final acceptance of all deliverables and receipt of a final invoice, provided no claims or disputes are pending.

## Section 7 Warranties and Representations

Contractor represents and warrants that all services, materials, and products provided under this Agreement will be of good quality, consistent with the professional skill and care ordinarily provided by professionals performing the same or similar services, and in accordance with generally accepted industry standards. Contractor further represents and warrants that:

**7.1** Contractor has the full right and authority to enter into this Agreement.

**7.2** All services, materials, and products are provided in accordance with sound professional standards and without material defect.

**7.3** No services or materials provided under this Agreement will infringe upon the intellectual property rights of any third party.

**7.4** All services, materials, and products are merchantable and fit for the particular purpose described in this Agreement.

**7.5** Contractor has the right to grant any license for materials or products in which title does not pass to GDPM.

**7.6** Contractor will observe and comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes, and will obtain all required licenses and permits.

**7.7** Contractor has not entered into any other contract or employment relationship that restricts its ability to perform under this Agreement.

**7.8** All equipment, hardware, software, and physical machinery provided under this Agreement complies with applicable governmental and environmental safety standards and will perform substantially in accordance with manufacturer specifications.

If any services, materials, or products fail to comply with these warranties, and Contractor is notified in writing, Contractor shall: (a) correct the failure with all due speed, or (b) refund the amount paid for the non-conforming services, materials, or products. Contractor shall also indemnify GDPM for any direct damages and third-party claims arising from a breach of these warranties.

## Section 8 Non-Exclusivity

This Agreement is non-exclusive. GDPM reserves the right to contract with other entities for the same or similar services whenever GDPM determines, in its sole discretion, that doing so is in GDPM's best interest.

## Section 9 Indemnification

**9.1 General Indemnity**. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless GDPM and its officers, employees, and agents from and against any and all claims, damages, lawsuits, costs, judgments, expenses, and liabilities—including all litigation costs and attorney fees—that arise directly or indirectly from any act or omission of Contractor, its agents, subcontractors, or employees in connection with this Agreement, including privacy-related claims.

**9.2 Intellectual Property Indemnity.** Contractor will indemnify GDPM against liability, including costs, for any actual or alleged infringement of any copyright, patent, trade secret, or similar intellectual property right arising from GDPM's authorized use of products or supplies under this Agreement. This obligation does not apply if the infringement claim arises solely from GDPM's unauthorized modification or misuse. If an infringement claim arises or appears likely, Contractor shall: (a) modify the infringing item so it is no longer infringing; (b) replace it with a non-infringing equivalent; (c) obtain the right for GDPM to continue use; or (d) cease the related service, remove the item, and refund amounts paid.

**9.3 Limitations on GDPM Indemnity.** No GDPM official, officer, employee, or agent shall be held personally liable under this Agreement. GDPM has no authority to pledge public housing project assets, operating receipts, HCV receipts, Capital Funds, operating reserves, or any other assets subject to the Annual Contributions Contract, without prior HUD approval in writing. Any pledge of such assets is null, void, and unenforceable.

## Section 10 Insurance

**10.1 Required Coverages**. Contractor shall obtain and maintain the following insurance throughout the term of this Agreement. Coverage amounts shall be sufficient to cover all indemnity obligations and shall meet the minimum tiers below based on the total contract value:

| Coverage Type | Contracts < $50K | $50K–$250K | Contracts > $250K |
|---|---|---|---|
| Commercial General Liability – Per Occurrence | $1,000,000 | $2,000,000 | $5,000,000 |
| Commercial General Liability – Aggregate | $2,000,000 | $4,000,000 | $10,000,000 |
| Professional Liability / E&O | $500,000 | $1,000,000 | $1,000,000 |
| Automobile Liability (combined single limit) | $1,000,000 | $2,000,000 | $2,000,000 |

| Coverage Type | Contracts < $50K | $50K–$250K | Contracts > $250K |
|---|---|---|---|
| Workers' Compensation | Statutory | Statutory | Statutory |
| Employer's Liability | $500,000 | $500,000 | $1,000,000 |

**10.2 Cyber Liability Insurance**. For any contract under which Contractor will access, process, transmit, or store GDPM data, resident personally identifiable information (PII), or GDPM information systems, Contractor shall maintain Cyber Liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate, covering first-party and third-party claims arising from data breaches, ransomware, network security failures, and privacy violations. GDPM shall be named as an additional insured on this policy.

**10.3 Additional Requirements.** All policies shall: (a) name GDPM as an additional insured on CGL and automobile policies; (b) be primary and non-contributory with respect to any GDPM coverage; (c) include a waiver of subrogation in favor of GDPM; and (d) provide at least forty-five (45) days' prior written notice to GDPM before cancellation or non-renewal.

**10.4 Certificates of Insurance**. Contractor shall provide GDPM with certificates of insurance evidencing required coverages upon execution of this Agreement and annually thereafter. GDPM may request updated evidence of coverage at any time during the contract term, and Contractor shall respond within ten (10) business days.

**10.5 Excess/Umbrella Coverage.** Excess or umbrella liability policies may be used to satisfy the required coverage limits. GDPM retains the right to require higher limits for any engagement it determines presents elevated risk, including environmental, legal, financial advisory, or information technology contracts.

## Section 11 Limitation of Liability

In no event shall GDPM be liable for any indirect, incidental, or consequential loss or damage of any kind, including loss of profits, anticipated profits, or loss of data, arising from or in connection with the performance or non-performance of this Agreement, even if GDPM had been advised of the possibility of such damages.

## Section 12 Amendments

No oral representations shall be made as to the meaning of this Agreement. No amendment or modification is effective unless it is in writing, on GDPM letterhead, and signed by both Parties. No amendment may conflict with any mandatory provision of Form HUD-5370-C General Conditions for Non-Construction Contracts, Section I.

## Section 13 Confidentiality and Data Security

**13.1 General Confidentiality.** Contractor will have access to sensitive information, documents, data, records, and other materials that are confidential under this Agreement. Contractor shall treat all such information as confidential and shall not disclose any information obtained under this Agreement without the express written permission of GDPM. The Contractor is liable for unauthorized disclosure of confidential information. GDPM shall be entitled to seek injunctive relief in addition to any other available remedies in the event of a breach.

**13.2 Privacy Act Compliance**. Contractor agrees to comply with the Privacy Act of 1974, 5 U.S.C. §552a, and all rules and regulations issued thereunder, to the extent applicable to services performed under this Agreement.

**13.3 Data Security and Resident PII.** Contractor shall implement and maintain reasonable administrative, technical, and physical safeguards to protect all GDPM data and resident personally identifiable information (PII), including names, addresses, income information, Social Security numbers, and family composition data. In the event of a known or reasonably suspected data breach involving GDPM data or resident PII, Contractor shall notify GDPM in writing within forty-eight (48) hours of discovery. Contractor shall not disclose resident PII to any third party without GDPM's prior written consent, except as required by applicable law. Upon termination of this Agreement, Contractor shall promptly return or certifiably destroy all GDPM data and resident PII in its possession, and provide written certification of such return or destruction. Contractor shall flow down these obligations to any subcontractors or agents with access to GDPM data or resident PII.

**13.4 Artificial Intelligence and Third-Party Tools.** Contractor shall not input, upload, transmit, or otherwise make available any GDPM confidential information, resident PII, or GDPM proprietary data to

any third-party artificial intelligence tool, large language model, generative AI platform, automated document processing system, or similar technology without the prior written consent of GDPM's Contracting Officer. This restriction applies regardless of whether such tools are used as part of Contractor's standard business practices.

## Section 14 Ohio Public Records Law

Correspondence, materials, and documents received or produced in connection with this Agreement may constitute public records subject to the Ohio Public Records Act, R.C. §149.43 et seq. Contractor acknowledges that GDPM may be required to disclose such records upon request, and that GDPM's confidentiality obligations under Section 13 are subject to that legal requirement.

## Section 15 Publicity

Contractor shall submit to GDPM all advertising and publicity materials that mention GDPM's name or from which GDPM's connection may be inferred, for GDPM's prior written approval before publication or use.

## Section 16 Non-Waiver of Rights

Failure by either Party to seek compensation for a breach or to insist upon strict performance of any provision shall not prevent that Party from seeking compensation or strict performance for any future breach of the same or similar provision. Failure of GDPM to assert any right shall not be deemed a waiver of that right.

## Section 17 Taxes

GDPM is exempt from Ohio state and local sales tax and does not agree to pay any taxes on services or materials provided under this Agreement.

## Section 18 Remedies

**18.1 Actual Damages.** Contractor is liable to GDPM for all actual and direct damages caused by Contractor's default. If Contractor fails to provide required services or materials, GDPM may procure substitute services or materials from a third party and recover the associated costs, less any amounts saved by Contractor's default.

**18.2 Liquidated Damages**. If actual damages are uncertain or difficult to calculate, GDPM may recover liquidated damages at a rate of one percent (1%) of the total contract value per day that a default remains uncured. If a default requires GDPM to re-solicit for the contracted services, Contractor shall also pay GDPM the sum of Two Thousand Two Hundred Dollars ($2,200) to reimburse re-solicitation costs, which the Parties agree reasonably reflects the anticipated cost.

**18.3 Deduction from Contract Price.** Upon prior written notice to Contractor, GDPM may deduct all or any part of damages resulting from Contractor's default from any amounts remaining due under this Agreement.

## Section 19 Contractor Suspension and Debarment

**19.1 Suspension**. If Contractor fails to perform any obligation under the Contract Documents, it shall be in default. GDPM may, at its sole discretion, suspend rather than terminate this Agreement when suspension better serves GDPM's interests. Compensation during suspension shall be determined in the same manner as provided in the Termination provisions of Form HUD-5370-C, less any damages to GDPM resulting from Contractor's breach.

**19.2 SAM.gov Exclusions.** No contract award shall be made to any party listed as excluded in the System for Award Management (SAM.gov), in accordance with 2 CFR Part 180, implementing Executive Orders 12549 and 12689. Contractor represents and warrants at time of award and throughout the contract term that it is not debarred, suspended, proposed for debarment, or otherwise excluded from federal contracting.

## Section 20 Contractor Performance Evaluation

GDPM may conduct periodic performance evaluations at any time, including during the contract term, before exercising renewal options, and after contract completion. GDPM will retain evaluations on file. Contractor may request a copy and submit written comments or exceptions within thirty (30) days of contract completion or termination. Poor evaluations may result in a determination that Contractor is non-responsible, making Contractor ineligible for future GDPM contract awards for a period of not less than one (1) year. A breach by Contractor or its

subcontractors may be considered in responsibility determinations for up to five (5) years, or for the duration of any debarment period if applicable.

## Section 21 Piggyback / Cooperative Purchasing

Other public agencies may seek to utilize this Agreement under the same terms, conditions, and prices through a cooperative purchasing arrangement ("Piggyback"). Contractor may agree or decline Piggyback requests on a case-by-case basis. GDPM shall obtain Contractor's written approval before permitting another agency to Piggyback. GDPM shall have no liability for the Piggybacking agency's obligations to Contractor.

## Section 22 Anti-Assignment and Anti-Delegation

Contractor may not assign this Agreement or any rights hereunder, or delegate any of its obligations, to any third party without the prior written consent of GDPM. Any purported assignment or delegation without such consent is void and of no force or effect. GDPM may assign this Agreement to any successor agency, instrumentality, or entity without Contractor's consent.

## Section 23 Survivorship

The following provisions shall survive the expiration or termination of this Agreement: payment obligations, confidentiality and data security (Section 13), warranties (Section 7), limitation of liability (Section 11), publicity (Section 15), governing law (Section 31), indemnification (Section 9), record retention (Section 28), and ethics and conflicts of interest (Section 26).

## Section 24 Federal Requirements

The work performed under this Agreement is paid for in part or in whole by federal funds and is therefore subject to all applicable federal statutes, rules, regulations, orders, and directives. In the event of any conflict between a federal requirement and any provision of this Agreement, the federal requirement shall prevail. Applicable federal requirements include, without limitation:

24.1 Federal Drug-Free Workplace requirements.

24.2 Executive Order 11061, as amended, prohibiting discrimination in programs receiving federal funds.

24.3 The Civil Rights Act of 1964, as amended.

24.4 The Age Discrimination Act of 1975, as amended.

24.5 The Anti-Drug Abuse Act of 1988, as amended.

24.6 The Americans with Disabilities Act, as amended.

24.7 Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act, as amended. Contractor shall not discriminate against any person on the basis of disability or any protected class in performing services under this Agreement, and shall take appropriate steps to ensure program accessibility.

24.8 The Byrd Anti-Lobbying Act Amendment, 31 U.S.C. §1352, as amended. Contractors awarded contracts exceeding $100,000 must file the required certification and disclosure forms.

24.9 Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 75. Contractor shall comply with all applicable Section 3 requirements and shall submit documentation of Section 3 hiring and contracting activity as required by GDPM.

24.10 For any task order or scope of work that includes physical construction, alteration, or repair activities: the Davis-Bacon Act, 40 U.S.C. §3141-3148, as amended, and 29 CFR Part 5; the Contract Work Hours and Safety Standards Act, 40 U.S.C. §3701-3708; and the Copeland Anti-Kickback Act, 18 U.S.C. §874. Professional, consulting, and advisory services that do not include physical construction activities are not subject to Davis-Bacon requirements. GDPM will specify in each Scope of Work whether Davis-Bacon requirements apply.

24.11 The Clean Air Act, 42 U.S.C. §7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. §1251-1387, as amended (for contracts exceeding $150,000).

24.12 2 CFR §200.322 – Domestic Preferences. To the extent practicable, Contractor shall give preference to domestic end products and domestic construction materials in the performance of this Agreement consistent with applicable law.

## Section 25 State Requirements

GDPM is an Ohio political subdivision subject to applicable state statutes, rules, regulations, laws, orders, and directives. In the event of a conflict between a state requirement and any provision of this Agreement, and absent federal preemption, the state requirement shall prevail. Contractor agrees to comply with all applicable state requirements, including Ohio drug-free workplace requirements and any applicable Ohio prevailing wage laws.

## Section 26 Ethics, Conflicts of Interest, and Anti-Kickback

**26.1 Anti-Kickback.** Contractor shall not, directly or indirectly, offer, pay, solicit, or accept any kickback, gratuity, gift, or thing of value to or from any GDPM officer, employee, or agent in connection with this Agreement, as prohibited by the Anti-Kickback Act, 41 U.S.C. §8702, and applicable HUD regulations.

**26.2 Conflicts of Interest**. Contractor shall immediately disclose in writing to GDPM's Contracting Officer any actual or potential conflict of interest that arises during the term of this Agreement. A conflict of interest includes any financial, personal, or professional relationship that could impair Contractor's ability to perform its obligations objectively and independently.

**26.3 Contingency Fees**. Contractor warrants that it has not employed or retained any person or company to solicit or obtain this Agreement on a contingency or commission basis dependent on the award of this Agreement.

**26.4 GDPM Code of Conduct.** Contractor acknowledges GDPM's obligations under HUD's procurement integrity requirements and agrees to conduct itself in a manner consistent with those requirements throughout the contract term.

## Section 27 Force Majeure

Neither Party shall be liable for failure or delay in performance directly caused by a Force Majeure Event. A "Force Majeure Event" means an event beyond a Party's reasonable control, including: acts of God; natural disasters; fires; floods; earthquakes; declared national, state, or local emergencies; pandemics or public health emergencies declared by an authorized governmental authority; acts of war or terrorism; government-imposed restrictions or embargoes; labor strikes not involving the affected Party's own employees; or supply chain disruptions caused by any of the foregoing.

The Party experiencing a Force Majeure Event shall provide written notice to the other Party within five (5) business days of its onset, describing the nature of the event and its expected duration, and shall provide reasonable supporting documentation upon request. That Party shall use commercially reasonable efforts to mitigate the event's impact and resume performance as soon as practicable.

If a Force Majeure Event prevents Contractor's performance for more than ninety (90) consecutive calendar days, GDPM may terminate this Agreement upon written notice without further payment obligation, except for services satisfactorily rendered and accepted prior to the date of termination.

## Section 28 Record Retention and Access

Contractor shall maintain all records related to this Agreement, including financial records, personnel records, project documentation, and correspondence, for a minimum of three (3) years from the date of final payment under this Agreement, or longer if required by applicable federal or state law, an ongoing or pending federal audit, or pending litigation or legal proceeding. Records must be retained longer if Contractor has been notified that an audit, investigation, or litigation is pending or anticipated.

GDPM, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Inspector General, and their authorized representatives shall have the right to access, examine, and audit all such records upon reasonable notice. Contractor shall cooperate fully with any such audit or review.

## Section 29 E-Verify / Employment Eligibility

Contractor represents and warrants that it is enrolled in and actively uses the E-Verify program operated by the U.S. Department of Homeland Security and the Social Security Administration to verify the employment eligibility of all new employees assigned to perform work under this Agreement in the United States, as required by Executive Order 13465 and applicable law.

## Section 30 Dispute Resolution

The Parties shall attempt to resolve any dispute arising under or relating to this Agreement through good-faith negotiation before initiating litigation. The Party asserting a dispute shall provide written notice to the other Party describing the nature of the dispute and the relief sought. The Parties shall meet and confer, in person or by telephone, within fifteen (15) business days of such notice and shall negotiate in good faith for a period of thirty (30) calendar days (or such longer period as the Parties may agree in writing). If the dispute is not resolved within that period, either Party may pursue its rights and remedies under this Agreement or applicable law. Nothing in this section prevents either Party from seeking emergency injunctive or equitable relief in a court of competent jurisdiction in Montgomery County, Ohio, as provided in Section 31 to prevent irreparable harm.

## Section 31 Governing Law and Venue

This Agreement shall be governed and construed exclusively in accordance with the laws of the State of Ohio. Venue for any legal proceedings arising under this Agreement shall be exclusively in the court of appropriate jurisdiction in Montgomery County, Ohio. Prior to commencing any litigation, the Parties shall comply with the dispute resolution procedure set forth in Section 30.

## Section 32 PBV and RAD Supplemental Requirements

This Section applies when the Scope of Work under this Agreement relates to GDPM's Project-Based Voucher (PBV) program or any Rental Assistance Demonstration (RAD) conversion project.

**32.1 Regulatory Compliance.** Contractor shall comply with all applicable requirements of 24 CFR Part 983 (PBV Program), PIH Notice 2017-21 (HCV Inspection and PBV), and any successor HUD guidance. Contractor shall comply with all RAD program requirements, including the applicable RAD Notice and any executed RAD Use Agreement.

**32.2 Independence Certification**. Contractor certifies that it is not a GDPM employee and does not hold a financial interest in any PBV-assisted unit or property that would impair its independence in performing the contracted services, as required by 24 CFR §983.103.

**32.3 HAP Contract Compliance.** Contractor shall maintain the confidentiality of all Housing Assistance Payments (HAP) contract information and shall not disclose HAP-related financial information to any unauthorized party.

**32.4 Certifications and Qualifications**. Contractor shall maintain all certifications, licenses, and qualifications required by GDPM's PBV Administrative Plan and applicable HUD requirements for the duration of the contract term.

## Section 33 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable to any extent, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

## Section 34 Ownership of Work Product

All documents, materials, data, and records generated as a result of this Agreement are and shall remain the property of GDPM. If any deliverable is copyrightable, the author may hold the copyright; however, GDPM and the U.S. Department of Housing and Urban Development shall have a royalty-free, nonexclusive, irrevocable license to reproduce, publish, use, and authorize others to use the work for government purposes.

## Section 35 Order of Precedence and Entire Agreement

**35.1** This Agreement and the Contract Documents constitute the entire agreement between the Parties and supersede all prior understandings. In the event of any conflict among the Contract Documents, the following order of precedence controls:

(a) Applicable federal and State of Ohio statutes and regulations, including mandatory provisions of 2 CFR Part 200, Appendix II.

(b) Form HUD-51915, Model Agreement Between Owner and Design Professional (if applicable).

(c) Form HUD-5370-C, General Conditions for Non-Construction Contracts, Section I.

(d) This Agreement (Professional Services General Terms and Conditions).

(e) GDPM purchase orders, Notice of Award, and supplemental contract terms.

(f) Contractor's accepted Fee Submission or Best and Final Offer.

(g) Contractor's Proposal (subject to limitations in this Agreement).

(h) Contractor's form of Agreement, if applicable.

(i) Other documents incorporated by reference.

**35.2** No additional terms submitted by Contractor that would modify the order of precedence, impose additional liabilities on GDPM, or limit Contractor's obligations shall have any force or effect. Contractor's authorized signature on its Proposal attests that these General Terms and Conditions are the governing terms.

## Section 36 Contract Award and Commencement

By submitting a response to GDPM's solicitation, Contractor accepts the terms of this Agreement. Upon GDPM's issuance of a Notice of Award, GDPM accepts Contractor's offer as submitted. No additional contractual documents are required unless expressly identified in the Notice of Award.