

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

INTRODUCTION

This contract by and between the Licking Metropolitan Housing Authority (hereinafter “the Agency”), and XXX, (hereinafter “the Contractor”) is hereby entered into this **# day of MONTH, 2018**.

Service pursuant to this contract shall begin on the **# day of MONTH, 2018, and shall end on the # day of MONTH, 2019**, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to “days” shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term “herein” is referred to, such refers to this contract form, the appendices and all listed attachments.

1.0 Definitions:

- 1.1 **Contracting Officer (CO):** The Agency Contracting Officer, typically the Agency Executive Director, but may be another person delegated such authority by the ED.
- 1.2 **Executive Director (ED):** The Agency Executive Director.
- 1.3 **Housing Authority:** Any reference herein or within any Appendix to the “Housing Authority” or the “HA” shall be interpreted to mean the same as the Agency.
- 1.4 **Request for Proposal (RFP):** A competitive solicitation process conducted by the Agency wherein award was completed to the top-rated responsive and responsible proposer.

2.0 Service and Payment:

- 2.1 **Scope of Services:** The service provided pursuant to this contract generally consists of those services for the Agency as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the Agency at the designated Agency community and facilities. In addition, the Agency shall retain the right to implement and/or enforce any item issued as a part of RFP No. 030718.
- 2.2 **Provisions of any and all Work (Task Orders):** The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Contract Task Order from the authorized Agency representative. This Task Order may take the form of an e-mail.
- 2.3 **Cost/Value of Services:**
 - 2.3.1 **Contract Value:** The current total Not-To-Exceed (NTE) value of the contract is:

\$XXXX

 - 2.3.1.1 The Contractor exceeds the NTE amount at her/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor’s fees to exceed the NTE amount without prior revision of this amount by written change order. Further, the

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

Agency reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when the Agency determines doing so is in its best interest.

- 2.4 Renewal Options:** This contract is initially executed for the period of one (1) year with the option, at the Agency's discretion, of 2 additional one-year option periods, for a maximum total of three (3) years.
- 2.5 Time Performance:** The Contractor will complete each assigned task as assigned by the Agency.
- 2.6 Billing Method:**
- 2.6.1** To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:
- Licking Metropolitan Housing Authority
Attn: Jody Hull-Arthur
144 W. Main Street
Newark, OH 43055**
- 2.6.2** At a minimum, the invoice shall detail the following information:
- 2.6.2.1** Unique invoice number;
- 2.6.2.2** Contractor's name, address and telephone number;
- 2.6.2.3** Date of invoice and/or billing period;
- 2.6.2.4** Applicable Contract Number;
- 2.6.2.5** Applicable Purchase Order Number;
- 2.6.2.6** Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);
- 2.6.2.7** Task Order, approved by the Agency Executive Director; and
- 2.6.2.8** Total dollar amount being billed.
- 3.0 Agency's Obligations:** Pursuant to this contract, the Agency agrees to provide the specific Services detailed herein and shall be responsible for the following:
- 3.1** The Agency agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the approval of the ED.
- 4.0 Contractor's Obligations:** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and shall be responsible for the following:

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

- 4.1 Supervision and Oversight:** The Contractor shall be solely responsible for providing Supervision and oversight to all the Contractor's personnel that are assigned to the Agency properties pursuant to this contract.
- 4.2 Qualified Personnel:** The Contractor warrants and represents that it will assign only Qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.
- 4.3 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.
- 4.4 Insurance Requirements:**
- 4.4.1 Indemnity:** The complete indemnity requirements are detailed within Section 11.15 herein.
- 4.4.2 Insurances:** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:
- 4.4.2.1 General Liability Insurance:** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a Commercially reasonable deductible (example: "commercially Reasonable", meaning at least 1% of the "general aggregate minimum" Of the policy, with a maximum deductible amount of \$50,000.
- 4.4.2.2 Professional Liability Insurance:** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
- 4.4.2.3 Automobile Liability Insurance:** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000, with a deductible not greater than \$5,000.

4.4.2.4 Worker's Compensation Insurance: Worker's compensation coverage evidencing carrier and coverage amount.

4.4.2.5 Certificates/Endorsements: The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-referenced insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency:

**Licking Metropolitan Housing Authority
Attn: Nancy Brown, Executive Assistant
144 West Main Street
Newark, OH 43055**

4.5 Licensing: The Contractor shall also provide to the Agency a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.6 Financial Viability and Regulatory Compliance:

4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

4.6.2 The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Agency in writing within five (5) days of such notification received will constitute a material breach of this contract.

4.6.3 The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this contract.

4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to the Agency within the time period required

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

herein.

- 4.7 Confidentiality:** The Contractor, in connection with performing his/her services hereunder, will have access to or may be provided certain confidential information concerning the Agency and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Agency or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of the Agency or any client or potential client of the Agency at the time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Agency. The Agency will have the right to enforce this Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for entering into this Contract and agrees to be bound by all its terms and conditions. This Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.
- 5.0 Modification:** This Contract shall not be modified, revised, amended or extended except by written addendum, preferable executed by both parties, but the Agency shall retain the right to issue a unilateral addendum (pursuant to HUD regulations, the Contractor shall not have the same right).
- 6.0 Severability:** the invalidity of any provision of this Contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.
- 7.0 Applicable Laws:**
- 7.1 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.
- 7.2 Jurisdiction of Law:** The laws of the State of Ohio shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Licking County, Ohio is the appropriate forum for any action relating to this Contract.
- 8.0 Notices, Invoices and Reports:**
- 8.1** All notices, reports and/or invoices submitted to the Agency by the Contractor pursuant to this Contract shall be in writing and delivered to the attention of the following person representing the Agency:

**Licking Metropolitan Housing Authority
Attn: Jody Hull-Arthur, Executive Director**

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)
144 West Main Street
Newark, OH 43055

or, if appropriate, e-mailed to: jhullarthur@lickingmha.org

- 8.2** All notices submitted to the Contractor pursuant to this contract shall be in writing
And mailed to the attention of:

NAME OF COMPANY
ATTN: NAME OF CONTACT
ADDRESS
CITY, STATE ZIP

or, if appropriate, e-mailed to: xxxxx@xxx.com

9.0 Disputed Billings (Charges):

- 9.1 Procedures:** In addition to the procedures detailed with Clause #7 of Contract Appendix # 1, form HUD-5370-C (1/31/17), General Conditions for Non-Construction Contracts, Section 1 – (With or Without Maintenance Work), in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing initiate the dispute-resolving procedures, as follows:

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

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

9.1.3 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within ten (10) days, the Agency shall, within ten (10) days thereafter, either:

9.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of Ohio;

9.1.3.2 Not pay the disputed charge and submit the matter to the appropriate District Court in the State of Ohio;

9.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter to the appropriate District Court in the State of Ohio.

9.1.4 The decision from arbitration will be binding upon both parties. If the decision is Adverse to the Agency, the Agency shall pay the Agency's receipt of the decision. If the decision is in favor of the Agency, the Contractor will either:

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

9.1.4.1 Clear the amount which is ordered from the Agency account; or

9.1.4.2 Repay to the Agency the amount ordered.

9.1.4.3 Either option shall be completed within ten (10) days after the Contractor's receipt of the arbitrator's decision.

10.0 24 CFR 85.36(i), Procurement: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the Agency and the Contractor each agree to comply with the following provisions:

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

10.1.1 If the Contractor is in material breach of the contract, the Agency may promptly Invoke the termination clause detailed within Section # 3 of Contract Appendix #1, from HUD-5370-C (1/31/17), General Conditions for Non-Construction Contracts, Section I – (With or Without Maintenance Work), which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

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

10.2 Termination for Cause and Convenience: As detailed within Clause # 3 of Contract Appendix # 1, form HUD-5370-C (1/31/17), General Conditions for Non-Construction Contracts, Section I – (With or Without Maintenance Work), attached hereto.

10.3 Reporting: Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

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

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

5

10.5 Copy Rights/Rights in Data: In addition to the requirements contained within Clause #

Of Contract Appendix # 1, for HUD-5370-C (1/31/17), General Conditions for Non-Construction contracts, Section I – (With or Without Maintenance Work), the Agency

Has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the contract specifically:

10.5.1 The Agency 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 Contract for pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks in this Contract.

10.6 Access to Records: Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific Contract for the purpose of making audit, examination, excerpts, and transcriptions.

10.7 Record Retention: Both parties hereby guarantee retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

10.8 Clean Air Act: For all contract in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirement issued under Section 306 of the Clean Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

10.9 Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

11.0 Additional Consideration:

11.1 Right to Joinder:

11.1.1 Any Political subdivision within the State of Ohio (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the RFP documents, including the ensuing Contract, may be passed on to the joining political subdivision by the Contractor.

11.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the Agency contract, it is

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

- 11.2 Non-Escalation:** Unless otherwise specified within the RFP documents, the prices reflected on the Contract shall remain firm with no provision for price increases during the term of the contract.
- 11.3 Funding Restrictions and Order Quantities:** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:
- 11.3.1** Funding is not available;
- 11.3.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- 11.3.3** The Agency's requirements in good faith change after award of the Contract.
- 11.4 Local, State, and/or Federal Permits:** Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the Agency or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 11.5 Taxes:** Any persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Ohio State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 11.6 Government Standards:** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Licking County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted, or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.7 Work on Agency Property:** If the Contractor's work under the contract involves operation by the Contractor on Agency premises, the contractor shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.8 Official, Agent and Employees of the Agency Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

- 11.9 Subcontractors:** Unless otherwise stated within the RFP documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the Contract without the prior written permission of the CO.
- 11.10 Salaries and Expenses Relating to the Contractor's Employees:** Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.11 Independent Contractor:** Unless otherwise stated within the RFP documents or the Contract, the Contractor is an independent Contractor. Nothing herein shall create any association, Agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.12 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 11.13 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.14 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 11.15 Indemnification:**
- 11.15.1** The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind of character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Ohio Industrial Insurance Act", or any other similar law, ordinance, or decree; or (4) ensure that any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

information to the Contractor, or refusal to abide by any recommendation of the Contractor.

11.15.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has

indemnified the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

11.15.3 Any money due to the Contractor under and by virtue of this Contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Agency provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Agency from any potential claims.

11.15.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. the contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor or any other claims that may be made against it or any of its subcontractors in connection with the Contract.

12.0 Lobbying Certification: By execution of this contract with the Agency and Contractor thereby certifies, to the best of his or her knowledge and belief, that:

12.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

12.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

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

- 13.0 Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives, where applicable:
- 13.1 Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
 - 13.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory action and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
 - 13.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1938.**, popularly know as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
 - 13.4 The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
 - 13.5 Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et seq.)
 - 13.6 HUD information Bulletin 909-23** which is the following:
 - 13.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
 - 13.6.2** Clean Air and Water Certification; and,
 - 13.6.3** Energy Policy and Conservation Act.
 - 13.7** That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.
 - 13.8** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

13.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in the agreement, shall be deemed to have been inserted

herein, and this agreement shall be read and enforce as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

14.0 Section 3 Clause: As detailed within 24 CFR 135.38, Section 3 Clause, the following required clauses are hereby included as a part of this contract.

14.1 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.

14.2 The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

14.3 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 subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

14.4 The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

14.5 The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

14.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14.7 With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. section 7(b) requires that to the greatest extent feasible (i) and preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

15.0 Appendices:

15.1 The following noted documents are place under each of the noted appendix and are a part or this contract:

15.1.1 Appendix 1: HUD-5370-C (1/31/2017), General Conditions for Non-Construction Contracts, Section I – (With or without Maintenance Work);

15.1.2 Appendix 2: The Section 3 Plan;

15.1.3 Appendix 4: Scope of Services, as agreed upon by negotiation between the Agency and Contractor;

15.1.4 Appendix 5: The proposed fee(s) submitted by this Contractor in response to the RFP, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this contract.

15.1.5 Inclusion by Reference: Included by reference is any document or clause issued as a part of QUOTE or within the Contractors proposal submittal, that the Agency may choose to include at any time during the performance of this contract or any options exercised thereto by the Agency (NOTE: This inclusion shall be the unilateral right of the Agency and not the Contractor). Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the Agency upon written request for such from the Contractor.

15.2 Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

Request For Proposals (RFP) No. 030718 Legal Services
Contract Form between the Licking Metropolitan Housing Authority
and [Contractor]
(Attachment G)

16.0 CERTIFICATIONS: The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligation as defined herein:

THE CONTRACTOR

Name and Title

Date

Licking Metropolitan Housing Authority

Name and Title

Date