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## STATEMENT OF PROCUREMENT POLICY

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## STATEMENT OF PROCUREMENT POLICY

Established for the Lucas Metropolitan Housing Authority ("LMHA") by Board action, this Statement of Procurement Policy complies with the Annual Contributions Contract (ACC) between LMHA and HUD, 24 CFR 85.36 (2005), HUD Handbook 7460.8 REV 2 "Procurement Handbook for Public Housing Agencies", dated 2/2007, and all HUD forms issued thereunder, State and local laws. To the extent that any part of this Statement is inconsistent with the then-current HUD regulations, policies and forms, it is the intent of the LMHA that the HUD regulations, policies and forms shall take precedence.

### I. GENERAL PROVISIONS

#### A. PURPOSE

The purpose of this Statement of Procurement Policy (Statement) is to: provide for the fair and equitable treatment of all persons or firms involved in purchasing by the LMHA; assure that supplies, services and construction are procured efficiently, effectively, and at the most favorable prices available to the LMHA; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that the LMHA purchasing actions are in full compliance with applicable Federal standards, and State and local laws.

#### B. APPLICATION

This Statement applies to all contracts for the procurement of supplies, services, and construction entered into by the LMHA after the effective date of this Statement. It shall apply to every expenditure of funds by the LMHA for public purchasing, irrespective of the source of funds, including contracts which do not involve an obligation of funds (such as concession contracts); however nothing in this Statement shall prevent the LMHA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with law. The term "procurement," as used in this Statement, includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

#### C. PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a matter of public record to the extent provided for in Ohio's public records statute, R.C. 149.43. However, if LMHA requests additional financial information from a bidder to determine financial responsibility then such additional financial information is not a public record per R.C. 149.43 and is exempt from disclosure per R.C. 9.312(A).

#### D. BOARD OF COMMISSIONERS

This Statement has, and any future changes shall be submitted to the Board of Commissioners for approval. The Board appoints and delegates procurement authority to the Executive Director and is responsible for ensuring that any procurement policies adopted are appropriate for the LMHA.

## **E. DOCUMENTATION**

The LMHA must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:

- A. Rationale for the method of procurement (if not self-evident);
- B. Rationale of contract pricing arrangement (also if not self-evident);
- C. Reason for accepting or rejecting the bids or offers;
- D. Basis for the contract price (as prescribed in HUD's handbook);
- E. A copy of the contract documents awarded or issued and signed by the Contracting Officer;
- F. Basis for contract modifications; and
- G. Related contract administration actions.

The level of documentation should be commensurate with the value of the procurement. Records are to be retained for a period of three years after final payment and all matters pertaining to the contact are closed.

## **F. DISPOSITION OF SURPLUS PROPERTY**

Property no longer necessary for the LMHA's purposes (non-real property) shall be transferred, sold, or disposed of in accordance with applicable Federal, state, and local laws and regulations and LMHA's Non-Expendable Equipment and Fixed Asset Control procedure.

## **G. FUNDING AVAILABILITY**

Before initiating any contract, the LMHA shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

## **H. SELF-CERTIFICATION**

The LMHA self-certifies that this Statement of Procurement Policy complies with all applicable Federal regulations and, as such, the LMHA is exempt from prior HUD review and approval of individual procurement action.

## II. PROCUREMENT AUTHORITY AND ADMINISTRATION

A. All procurement transactions shall be administered by the Contracting Officer, who shall be the Executive Director or other individual he or she has authorized in writing. Authorization of any employee will state clearly the limitations on the appointee's procurement authority. The Executive Director shall issue procurement procedures to implement this Statement, which shall be based on HUD handbook 7460.8 REV 2. The Executive Director shall also establish a system of sanctions for violations of the ethical standards described in Section IX. below, consistent with State law.

B. The Executive Director or his/her designee shall ensure that:

1. procurement requirements are subject to an annual planning process to assure efficient and economical purchasing;

2. contracts and modifications are in writing, clearly specifying the desired supplies, services or construction, and are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price;

3. for procurements other than small purchases, public notice is given of each upcoming procurement at least 10 days before a solicitation is issued; responses to notices are honored to the maximum extent practical; a minimum of 15 days is provided for preparation and submission of bids or proposals; and notice of contract awards is made available to the public;

4. solicitation procedures are conducted in full compliance with Federal standards stated in 24 CFR 85.36, and applicable State and local laws and regulations, provided they are consistent with 24 CFR 85.36;

5. an independent cost estimate is prepared before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements;

6. contract award is made to the low bidder who is responsive and responsible to perform the work (for sealed bid contracts) or to the offeror whose proposal is most advantageous to the LMHA, considering price, technical and other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms are notified within ten days after contract award;

7. there are sufficient un-encumbered funds available to cover the anticipated cost of each procurement before contract award or modifications (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted; and

8. LMHA complies with applicable HUD review requirements.

C. Only an individual who serves as a Contracting Officer may obligate procurement funds on behalf of the LMHA. Each contract, modification, cooperative purchasing agreement, purchase order, or other purchase should bear the Contracting Officer's signature, typed or printed name, and position title. An LMHA contract is not valid unless an authorized Contracting Officer has signed it. Please see LMHA's "Authorized Signatories for LMHA's Contracts", attached. All actions which could be misinterpreted as committing the LMHA to purchase should be clarified with a

statement such as, "This Request for Price Quotation is not an offer to buy, and shall not be assumed as such."

### III. PROCUREMENT METHODS

#### A. SELECTION OF METHOD

If the LMHA decides to purchase the required items, one of the following procurement methods shall be chosen, based on the nature and anticipated dollar value of the total requirement.

#### B. SMALL PURCHASE PROCEDURES

1. General. Any contract not exceeding \$50,000 may be made in accordance with the small purchase procedures authorized in this section. However, any Contract exceeding \$50,000<sup>1</sup> shall be approved by the Board of Commissioners. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with Section VIII. of this Statement). After evaluating quotations, the LMHA may award a purchase order to the lowest acceptable quoter.

2. Petty Cash Purchases. Small purchases under \$75.00, which can be satisfied by local sources, may be processed through the use of a petty cash account. The Contracting Officer shall ensure that: the account is established in an amount sufficient to cover small purchases made during a reasonable period (e.g., one week); security is maintained and only authorized individuals have access to the account; the account is periodically reconciled and replenished by submission of accumulated vouchers to the LMHA finance officer; and, the account is periodically audited by the finance officer or designee to confirm proper use and to verify that the account total equals cash on hand plus the total accumulated vouchers.

3. Small purchases of \$2,000 or less. For small purchases of \$2,000 or less, only one written quotation need be solicited if the price received is reasonable. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order. Department Head or Regional Manager approval required.

4.a. Purchases of \$2,001 to \$10,000. For small purchases in excess of \$2,000 but not exceeding \$10,000 no less than three offerors shall be solicited to submit written price quotations. Deputy Executive Director approval required.

4b. Purchases between \$10,001 and \$50,000, a minimum of three (3) price quotations submitted in writing is required. No public advertisement will be necessary. Written quotations must be kept in accordance with LMHA's Record Retention Policy. Executive Director's written approval is required

4c. Purchases exceeding \$50,000 shall use the sealed bids procedure set forth in Section III.C., below, which require public advertisement. And, the Board of Commissioners must approve the contract award. The award shall be made to the lowest responsive and responsible bidder, unless justified in writing based on price and other specified factors, such as for architect-engineer

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<sup>1</sup> At the Committee of the Whole Meeting on February 4, 2009, Member Culp made a motion to raise the spending threshold for the Executive Director from \$20,000 to \$50,000, with the request to receive a monthly report of spending at Board Meetings. The motion was seconded by Member Carter and passed.

contracts. If non-price factors are used, they shall be specified in the bidding documents. The names, addresses, and/or telephone numbers of the offerors and persons contracted, and the date and amount of each quotation shall be recorded and maintained as a public record.

5. Emergency purchases. In the event of an emergency as defined herein involving a purchase in excess of \$2,000 but not exceeding \$10,000, LMHA may choose not to follow the procedure set forth in the preceding paragraph III.B.4. Instead, LMHA may contract at a reasonable price with any qualified contractor on its Qualified Bidders' List. An "emergency" is an event or incident that threatens the life, health or safety of LMHA residents or staff or threatens the structural integrity of a building or dwelling unit, and requires the immediate attention of LMHA, including broken gas or water lines, downed utility wires or trees, or lack of heating or air conditioning.

### C. SEALED BIDS

1. Condition for use. Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete and adequate specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction procurement. Sealed bidding shall be used for all construction and equipment contracts exceeding the small purchase limitation. For professional services contracts, sealed bidding should not be used.

2. Solicitation and Receipt of Bids. The LMHA will publicize each upcoming procurement (e.g., in local newspapers or trade journals). An invitation for bids (IFB) shall then be issued including specifications and all contractual terms and conditions applicable to the procurement and a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB. The IFB shall be publicly advertised and state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening.

3. Bid Opening and Award. Bid opening time shall be controlled by LMHA's time and date-stamp device. Bids shall be opened publicly and in the presence of at least one witness. The LMHA will read aloud the names of bidders and the prices received. A tabulation of bids shall be recorded and the bids shall be available for public inspection. After determining that the low bidder is both responsive to the IFB and responsible to perform the work, the LMHA will award the contract. Award shall be made as provided in the IFB by written notice to the successful bidder. If equal low bids are received from responsible bidders, award shall be made by drawing lots or similar random method, unless otherwise provided in State or local law and stated in the IFB. If only one responsive bid is received from a responsible bidder, award shall not be made unless a cost or price analysis verifies the reasonableness of the price.

#### 4. Responsive and Responsible Bidders.

a) Responsive bidder: A bidder shall be considered responsive if the proposal responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give the bidder a competitive advantage.

b) Responsible bidder: for contracts over \$20,000, a bidder shall be considered responsible in accordance with Section IV., Contractor Qualification and Duties, below.

c) Responsible bidder: for contracts under \$20,000, a bidder shall be considered responsible in accordance LMHA's form titled "Contractor/Vendor Qualification Statement For Awards Under \$20,000" attached.

d) An apparent low bidder found not to be responsive and/or responsible shall be notified of that finding and the reasons for it. The notification shall be given in writing and mailed simultaneously by ordinary first class mail, postage prepaid and by certified mail. Such apparent low bidder may file a protest in accordance with Section VII., Appeals and Remedies, below.

#### 5. Mistakes in Bids.

- a. Before bid opening, a correction or withdrawal of a bid may be permitted by written notice received in the office designated in the Invitation for Bid ("IFB"), 24 hours before bid opening.
- b. After bid opening, in general, bidders are not permitted to change a bid. A bidder must notify LMHA within 24 hours after bid opening of bidder's math error. In rare cases, the Contracting Officer may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to the Contracting Officer, of a mistake and the intended bid price. Allowing changes to bids without appropriate evidence may compromise the integrity of the public bid process and serve to undermine public confidence in the LMHA's bidding process. Therefore, the Contracting Officer should request as much evidence as he or she deems necessary. Examples of evidence may include: original work papers, bids from suppliers and subcontractors used to develop the bid, bonding or insurance evidence supporting a different bid price, etc. Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged. LMHA personnel should consult with their legal counsel before allowing a change in bid. If justified, a low bidder can be replaced with the next lowest bidder. However, no changes in bid prices or other provisions of bids prejudicial to the interest of the LMHA or fair competition shall be permitted. The decision to allow correction of a bid shall be supported by a written determination signed by the Contracting Officer.

#### 6. Bonds. In addition to the other requirements of this Statement, the following requirements apply:

a. For construction contracts exceeding \$50,000 other than those specified below in subsections III.C.5.b. and 5.c., contractors shall be required to submit, unless otherwise required by State or local laws or regulations:

- 1) a bid guarantee from each bidder equivalent to 5% of the bid price; and
- 2) a performance bond for 100% of the contract price; and
- 3) a payment bond for 100% of the contract price.

b. In the case of construction of conventional development projects funded pursuant to the U.S. Housing Act of 1937, the contractor shall be required to submit the following, unless otherwise required by State or local laws or regulations:

- 1) a bid guarantee from each bidder equivalent to 5% of the bid price; and
- 2) one of the following:

- (i) a performance and payment bond for 100% of the contract price; or
- (ii) separate performance and payment bonds each for 50% or more of the contract price;  
or
- (iii) a 20% cash escrow; or
- (iv) a 25% irrevocable letter of credit.

c. In the case of construction under the Capital Fund Program (CFP) funded pursuant to the U.S. Housing Act of 1937, for any contract over \$50,000, the contractor shall be required to submit the following, unless otherwise required by State or local laws or regulations:

1) a bid guarantee from each bidder equivalent to 5% of the bid price; and

2) one of the following:

- (i) a performance and payment bond for 100% of the contract price; or
- (ii) separate performance and payment bonds, each for 50% or more of the contract price;  
or
- (iii) a 20% cash escrow; or
- (iv) a 25% irrevocable letter of credit.

#### D. COMPETITIVE PROPOSALS

1. Conditions for Use. Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and the LMHA determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited. Competitive proposals are the preferred method for contracting for professional services.

2. Solicitation. The LMHA begins the process by describing its needs in a statement of work, publicizing the upcoming procurement (e.g., advertising in local newspapers or trade journals), and preparing both an independent cost estimate and a technical evaluation plan for analyzing proposals received. The LMHA then prepares a request for proposals (RFP), which identifies the technical and price evaluation factors and the format for submitting technical and price proposals. The RFP is issued to the respondents to the public notice and those on the mailing list. Proposals shall be kept confidential and not be publicly opened. The LMHA evaluates the proposals from both a technical and price standpoint, documents the evaluation in a written report, and establishes a range of offerors who have a reasonable chance of receiving a contract. The proposals shall be evaluated only on the evaluation factors stated in the RFP.

3. Negotiations. The LMHA notifies those offerors whose proposals are so deficient as to preclude their being considered from award. Unless there is no need for negotiations with any of the offerors, separate negotiation sessions shall be conducted (in person or by phone) with each offeror in the competitive range, to discuss both technical and price issues. At the conclusion of

negotiations, the LMHA will establish a common cut-off date for receipt of best and final offers. Any offeror in the competitive range is permitted to change its offer at this time by submitting a revised proposal by the due date. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award.

4. Award. The best and final offers are then evaluated and the contract awarded to the best-evaluated offeror, based on the price and technical factors stated in the RFP.

5. Architectural/Engineer (A/E) Services. A/E services in excess of the small purchase limitation may be obtained by either the competitive proposals procedure or qualifications-based selection (QBS) procedures, unless State law mandates the specific method. Sealed bidding shall not be used to obtain A/E services. Under the QBS method, the RFP shall not request prices, because only technical qualifications are reviewed, and the best firm is selected on that basis. The LMHA then negotiates a fair and reasonable price with the best qualified firm, unless an agreement cannot be reached, at which time the LMHA may negotiate with the next best qualified firm. Qualifications-based selection procedures shall not be used to purchase other types of services even though A/E firms are potential sources.

#### E. NON-COMPETITIVE PROPOSALS

1. Conditions for use. Procurements shall be conducted competitively as often as possible. Procurement by non-competitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids or competitive proposals, and one of the following applies:

a. The item is available only from a single source.

b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods. The emergency procurement shall be limited to those supplies, services or construction necessary to meet the emergency;

c. HUD authorizes non-competitive proposals; or

d. After solicitation of a number of sources, competition is determined inadequate.

2. Justification. Each procurement based on non-competitive proposals shall be supported by a written justification for using such procedures. The justification shall be approved in writing by the Executive Director. Any approval required by HUD must be obtained before proceeding with a non-competitive proposal.

3. Price reasonableness. The reasonableness of the price for all procurements based on non-competitive proposals shall be determined by performing cost analysis, as described below in Section III.F.

## F. COST AND PRICE ANALYSIS

1. General. A cost or price analysis shall be performed for every procurement, including contract modifications. The extent of the analysis depends on the dollar value and complexity of the procurement. The method of analysis shall be determined as follows.

2. Submission of Cost or Pricing Information. When competition is not obtained, a change order or other modification is being negotiated, the procurement is for a complex item such as professional services, or for other procurements as deemed necessary by the LMHA, the offeror shall be required to submit:

- a. a cost breakdown analyzing the labor, material, indirect costs and proposed profit; or
- b. commercial pricing and sales information, sufficient to enable the LMHA to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
- c. documentation showing that the offered price is set by law or regulation.

3. Cost Analysis. Cost analysis shall be performed if an offeror/contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted: a cost analysis shall be performed of the individual cost elements and profit shall be analyzed separately. The LMHA reserves the right to audit any offeror's or contractor's books and records relating to proposed costs. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles, for commercial firms, which are found at 48 CFR 31.2. In establishing profit, the LMHA shall consider factors such as the complexity and risk of the work involved, the contractor's investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area for similar work.

4. Price Analysis. A comparison of prices shall be used in all cases other than those described above in subsection III.F.3.

## G. CANCELLATION OF SOLICITATIONS

1. An invitation for bids, request for proposals, or other solicitation may be canceled before offers are due if: the LMHA no longer requires the supplies, services or construction; the LMHA can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.

2. A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, services or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the LMHA; prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds, as determined by the LMHA; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interests of the LMHA.

3. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

4. A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

5. If all otherwise acceptable bids received in response to an invitation for bids are at unreasonable prices, or only one bid is received and the price is unreasonable, the LMHA shall cancel the solicitation and either:

a. re-solicit using a request for proposals; or

b. Complete the procurement by using the competitive proposals method, following the procedures outlined above in subsections III.D.3. and D.4. (when more than one otherwise acceptable bid has been received), or by using the non-competitive proposals method including the procedure outlined above in subsection III.E.2. (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of the LMHA's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

#### H. COOPERATIVE PURCHASING

The LMHA may enter into State and local inter-governmental agreements to purchase or use common goods and services. The decision to use an inter-governmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the inter-governmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment and other relevant terms and conditions. The LMHA will strive to use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

#### I. HUD REQUIREMENTS

The LMHA and all bidders and potential contractors will follow and use, to the extent applicable, "Instructions to Bidders for Contracts: Public and Indian Housing Programs," Form HUD-5369; "Representations, Certifications, and Other Statements of Bidders: Public and Indian Housing Programs," Form HUD-5369-A; "Instructions to Offerors, Non-Construction," Form HUD-5369-B; "Certifications and Representations of Offerors: Non-Construction Contract," Form HUD-5369-C; and bidders/offerors will include the certifications and representations set out in Form HUD-5369-C, "Certifications and Representations of Offerors, Non-Construction Contract," and/or such other forms as are required by HUD.

## IV. CONTRACTOR QUALIFICATIONS AND DUTIES

### A. CONTRACTOR RESPONSIBILITY

LMHA shall not award any contract until the prospective contractor, i.e., low responsive bidder or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

- 1.a. Be current in all applicable city, state and federal tax obligations. This requirement shall also apply to all bidder's and offeror's businesses in which the bidders or offerors have an interest. If there is such a delinquency, the bidders or offerors shall have at least two (2) weeks to provide evidence of payment in full or proof that such delinquency is being resolved with a repayment agreement.
1. Have adequate financial resources to perform the contract, or the ability to obtain them, per R.C. 9.312 the provision of a bid guaranty in accordance with R.C. 153.54 (A) (1) and (B) issued by a surety licensed to do business in Ohio is evidence of financial responsibility, however, LMHA may request additional financial information to review from an apparent low bidder after it opens all submitted bids (LMHA will check their credit reports and verify their lines of credit and account balances with the financial institution officer servicing their account);
2. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; (Verify experience with other customers. Request copies of any audits. Verify that necessary personnel will be available to work on the LMHA's contract);
3. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; (Request evidence that the offeror has all the equipment and facilities he/she will need or the capability to obtain them. Visit the offeror's place of business or other job sites to verify equipment and facilities. Contact equipment dealers and/or facility owners from whom the offeror indicates that he/she will rent or lease equipment or space); and
4. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments; (verification by information on all other active contracts the offeror is performing and status); be able to comply with all safety rules; and be able to comply with all local, state, and federal equal opportunity laws.
5. Have a satisfactory performance record; (LMHA will consider offeror's past job performance and conduct with LMHA. LMHA will also require offerors to submit contact information for recent contracts they have performed for other customers and contact them to ascertain the offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable. Inquire of past customers whether or not they would contract with the offeror again and why. LMHA will research the offeror's performance history with the LMHA).
6. Have a satisfactory record of integrity and business ethics; (verification with the Better Business Bureau and various State and Federal Government offices). LMHA will consider

offeror's past job performance and conduct with LMHA as well as past performance on LMHA contracts.

7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended or debarred from Federal Programs, or not being under a HUD-imposed Limited Denial of Participation. (LMHA will check to determine if HUD has issued a Limited Denial of Participation to a contractor. This HUD website is [www.hud.gov/enforce](http://www.hud.gov/enforce). LMHA will check to determine if a contractor has been suspended or debarred from participation in Federal Programs. This GSA website is <http://epls.arnet.gov>. LMHA will check to see if the contractor has been suspended by LMHA from bidding on LMHA's bid/offers.

B. Timing:

1. Bidders/offerors must be determined to be responsible before the award of the contract. For sealed bidding this means at the point where the low, responsive bidder has been determined. For the competitive proposal method, this means after the successful offeror has been selected for award. Bidders/offerors may provide acceptable evidence of their ability to meet the stated requirements after bid opening. The Contracting Officer shall give the potential bidders/offerors five (5) business days to submit evidence that they meet the above requirements.

C. Determination:

1. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination. Such prospective contractor may file a protest in accordance with Section VII., Appeals and Remedies, below.

D. All contractors shall:

1. Provide LMHA with a copy of its current Ohio Worker's Compensation certificate.
2. Name LMHA as an additional insured on its general liability insurance policy, which shall be made "primary" to LMHA's general liability policy.
3. Be licensed under the jurisdiction having authority.
4. Pay its hourly workers the wages required by the Davis-Bacon Act for jobs over \$2,000. (Contractors may obtain a copy of the most recent wage schedules from the Web or from LMHA's Purchasing Department.)
5. Pay its hourly workers the wages required by HUD for jobs under \$2,000. (Contractors may obtain these wage schedules from LMHA's Purchasing Department.)
6. Provide payroll-reporting slips with the invoice in order to be paid. This is required for all jobs over \$2,000 covered by the Davis-Bacon Act.
7. Provide all documentation required by LMHA.
8. Sign in at the Management Office each day, so that LMHA knows when a contractor is working on its properties.

E. QUALIFIED BIDDERS' LIST

Interested businesses shall be given an opportunity to be included on qualified bidders' lists.

1. For contract awards over \$20,000, LMHA encourages businesses to complete LMHA's form titled "Contractor/Vendor Qualification Statement For Awards In Excess of \$20,000" to pre-qualify to bid on LMHA's contract awards. (Form is attached.) Such businesses shall meet the requirements set forth in paragraph IV.A., above and shall provide LMHA with a copy of their Drug and Alcohol Free Work Place Policy.
2. For contract awards under \$20,000, LMHA encourages businesses to complete LMHA's form titled "Contractor/Vendor Qualification Statement For Awards Under \$20,000" and to follow LMHA's Basic Contractor Requirements for LMHA Awards Under \$20,000 (Forms are attached.)
3. Any pre-qualified lists of persons, firms, or products, which are used in the procurement of supplies and services, shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers.
4. A database of "active" vendors shall be maintained by LMHA and reviewed annually. Vendors shall be considered "inactive," and may be removed from LMHA's vendor database if they have not received payment for any service or supply during a twenty-four (24) month period prior to the review date.

#### F. LMHA'S TEMPORARY DENIAL OF CONTRACTOR PARTICIPATION

Contractors or bidders shall be temporarily denied participation in LMHA procurement processes if: 1) any bidder has violated the certifications in Forms HUD-5369-A or HUD-5369-C; 2) any contractor or subcontractor has falsified a Final Wage Payment Affidavit, Non-Collusive Affidavit, Certified Payroll Report, Subcontractor's Submittal, or any other affidavit or document submitted to LMHA; 3) any contractor improperly restricts or attempts to restrict participation by any other individual or entity in LMHA procurement processes; or 4) if a contractor fails to qualify in accordance with LMHA's "Contractor/Vendor Qualification Statement For Awards In Excess of \$20,000." Such contractor temporarily denied participation or bidder found unqualified may file a protest in accordance with Section VII., Appeals and Remedies, below. If such contractor or bidder loses his/her/its protest, then LMHA shall deny such contractor or bidder's participation in LMHA's procurement processes for a period of six (6) months from such determination.

### **V. TYPES OF CONTRACTS, CAUSES AND CONTRACT ADMINISTRATION**

#### A. CONTRACT TYPES

Any type of contract which is appropriate to the procurement and which will promote the best interests of the LMHA may be used, provided that the cost-plus-a-percentage-of-cost and percentage-of-construction-cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the LMHA's needs otherwise, and the proposed contractor's accounting system is adequate to allocate cost in accordance with applicable costs principles, for commercial organizations, which is found at 48 CFR Sub-part 31.2. A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

#### B. OPTIONS

Options for additional quantities or performance periods may be included in contracts, provided that (i) the option is contained in the solicitation; (ii) the option is a unilateral right of the LMHA; (iii) the contract states the limit on the additional quantities and the overall term of the contract; (iv) the options are evaluated as part of the initial competition; (v) the contract states the period within which the options may be exercised; (vi) the option may be exercised only at the price specified in or reasonably determinable from the contract; and (vii) the options may be exercised only if determined to be more advantageous to the LMHA than conducting a new procurement.

### C. CONTRACT CLAUSES

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, Executive Orders, and their implementing regulations, as provided in 24 CFR 85.36(i), including but not limited to Form HUD-5370, 5370-C, 5370-EZ (unless 5370 is more appropriate) and 51915-A. HUD wage or Davis-Bacon wage decisions shall be incorporated in certain contracts. Mandatory contract clauses for small purchases other than construction are found in the below Table: HUD's Mandatory Contract Clauses for Small Purchases Other Than Construction.

Table: HUD's Mandatory Contract Clauses for Small Purchases Other Than Construction

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA 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 the Contract.

**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.

**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.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA 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 (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

## D. CONTRACT ADMINISTRATION

A contract administration system designed to insure that contractors perform in accordance with their contracts and purchase orders shall be maintained.

The operational procedures required by Section II. A. shall contain guidelines for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters. For cost reimbursement contracts with commercial organizations, costs are allowable only to the extent that they are consistent with the cost principles in 48 CFR 31.2.

## E. HUD REQUIREMENTS

The LMHA and all contractors will follow and use, to the extent applicable, "General Conditions of the Contract for Construction: Public Housing Programs," Form HUD-5370, "General Contract Conditions, Non-Construction," and/or such other forms as are required by HUD.

## VI. SPECIFICATIONS

### A. GENERAL

All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the LMHA's needs. Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase (but see Section VIII. below). For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

### B. LIMITATIONS

The following specification limitations shall be avoided: geographic restrictions not mandated or encouraged by applicable Federal law (except for architect/engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unnecessary bonding or experience requirement; brand name specifications (unless written determination is made that only the identified item will satisfy the LMHA's needs); brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall pre-empt any State licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of the LMHA's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

## VII. APPEALS AND REMEDIES

### A. GENERAL

It is the LMHA's policy to resolve all contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. When appropriate, the Authority may consider the use of informal discussions between parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. HUD will only review protests in case of violations of Federal law or regulations and failure of the Authority to review a complaint or protest.

Upon the conclusion of the solicitation period and issuance of the Award Notice, all Offerors shall have the right to a debriefing. The request for a debriefing must be made within 10 days from the date of Award Notice. The debriefing meeting may be held either by phone or in-person at LMHA's office. If the debriefing is in-person, travel expenses shall be the sole responsibility of the Offeror and not LMHA.

### B. BID PROTESTS

Any actual or prospective contractor may protest the solicitation or award of a contract only for serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing and submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. A written protest shall contain, at a minimum, the name, address and phone number of the protester; identification of the procurement, including solicitation or contract number; a statement of the reasons for the protest; supporting exhibits, evidence, or documents to substantiate any arguments; and the form of relief requested. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

The LMHA shall issue a decision as expeditiously as possible after receiving all relevant information requested. If the protest is granted, the solicitation or proposed award will be canceled or revised to comply with the protest decision. If the contract has already been awarded, it may be terminated for convenience and the contract re-awarded to the next eligible offeror; the procurement may be resolicited; or, if the LMHA determines in writing that based on compelling circumstances such action would not be in its best interests, may let the award stand and pay the successful protestor bid and proposal costs, along with the costs of filing and pursuing the protest. If the protest is not granted, the Contracting Officer will issue a written decision with justification for the denial and explain the appeal rights of the protestor.

When the LMHA determines to award a contract to a bidder other than the apparent low bidder or bidders for the construction, reconstruction, improvement, enlargement, alteration, repair, painting, or decoration, it shall meet with the apparent low bidder or bidders upon a filing of a timely written protest. The protest must be received within five days of the notification required by Section III.C.4. No final award shall be made until the LMHA either affirms or reverses its earlier determination. [Authority: R.C. 9.312.]

### C. CONTRACT CLAIMS

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee for a written decision. The claim must identify the nature and scope of the claim, including extra costs sought by the contractor. The Contractor may request a conference on the claim.

The Contracting Officer will promptly issue a written decision and immediately furnish a copy to the contractor by certified mail, return receipt requested. The Contracting Officer's decision shall inform the contractor of its appeal rights to the Executive Director. If no decision is issued within 60 days after written request or such longer time as the parties agree, the contractor may proceed as if an adverse decision had been received.

## **VIII. ASSISTANCE TO SMALL AND OTHER BUSINESSES**

### **A. REQUIRED EFFORTS**

1. Consistent with Presidential Executive Orders 11625, 12138 and 12432, and Section 3 of the HUD Act of 1968, the LMHA shall make every feasible effort to ensure that small and minority-owned businesses, women's business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of an LMHA project are used when possible. Such efforts shall include, but shall not be limited to:

- a. Including such firms, when qualified, on solicitation mailing lists;
- b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- f. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 CFR Part 135;
- g. Requiring prime contractors, when subcontracting is anticipated, to take the affirmative positive steps listed in paragraphs a. through f. above.

2. Goals may be established by the LMHA periodically for participation by small businesses, minority-owned businesses, women's business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in the area of the project, in the LMHA's prime contracts and subcontracting opportunities.

## B. DEFINITIONS

1. A small business is defined as a business, which is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operations.

The size standards in 13 CFR Part 121 shall be used, unless the LMHA determines that their use is inappropriate.

2. A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one of which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and Asian Indian Americans, and Hasidic Jewish Americans.

3. A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.

4. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or under-employment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.

5. A business concern located in the area of the project is defined as an individual or firm located within the relevant Section 3 covered project area, as determined pursuant to 24 CFR 135.15, listed on HUD's registry of eligible business concerns, and meeting the definition of a small business. A business concern owned in substantial part by persons residing in the area of the project is defined in 24 CFR 135.15 as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered by the U.S. small business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

## IX. ETHICS IN PUBLIC CONTRACTING

### A. GENERAL

The LMHA shall adhere to the following code of conduct, consistent with applicable State or local law.

### B. CONFLICT OF INTEREST

No employee, officer or agent of the LMHA shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when a financial or other interest in a firm selected for award is held by:

1. An employee, officer or agent involved in making the award;

2. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister);
3. His/her partner; or,
4. An organization, which employs, or is about to employ, any of the above.

Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification and shall withdraw from further participation in the transaction involved. Any employee who has or obtains any benefit from any LMHA contract with a business in which the employee has a financial interest shall report such benefit to the Executive Director. Any employee who knows or should have known of such benefit and fails to report such benefit to the Executive Director is in breach of these ethical standards.

#### C. RESTRICTIONS ON PRESENT OR FORMER EMPLOYEES

A present or former LMHA employee shall not knowingly act as a principal or agent for anyone other than the LMHA in connection with any contract or claim in which the employee participated while an LMHA employee, where the LMHA is a party or has a direct and substantial interest. A business in which an LMHA employee has a financial interest shall not knowingly act as a principal or agent for anyone other than the LMHA in connection with any contract or claim. Contemporaneous employment of an LMHA employee by persons contracting or actively seeking a contract with the LMHA is prohibited.

A present or former LMHA employee shall not engage in selling or attempting to sell supplies, services, or construction to the LMHA for one year following the date such employment ceased.

#### D. GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION

LMHA officers, employees or agents shall not solicit or accept gratuities, favors, offers of employment, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person. Confidential information shall include bids before bid opening or information contained in proposal before award.

LMHA contracts shall include clauses advising prospective contractors of the prohibitions against gratuities and kickbacks.

#### E. PROHIBITION AGAINST CONTINGENT FEES

Contractors shall not retain a person to solicit or secure LMHA contracts for a commission, percentage, brokerage, or contingent fee, except for bona fide employees.

<u>VALUE OF PURCHASE</u>	<u>AUTHORIZATION REQUIRED</u>	<u>PROCEDURES REQUIRED BY CATEGORY OF PURCHASE</u>
A. < \$75 via Petty Cash	Supervisor	Receipt from purchase
B. up to \$600 via Purchase/Change Order	Maintenance Coordinators	One written quote, if price is reasonable
C. up to \$1,000 via Purchase/Change Order	Executive Assistant to the ED and DED; Program Analysts for Public Housing and Housing Choice Voucher Programs; and Section 3 Compliance Coordinator	One written quote
D. up to \$2,000 via Purchase/Change Order	Property Managers, for their AMPs	One written quote
E. up to \$2,500 via Purchase/Change Order	Assistant Directors of Asset Management and Housing Choice Voucher Programs	Three written quotes
F. up to \$3,000 via Purchase/Change Order	Occupancy Manager, Manager of Resident and Special Services, Manager of Procurement and Contracts, Risk Manager, and Information Systems Manager	Three written quotes
G. up to \$5,000 via Purchase/Change Order	All other Directors	Three written quotes
H. Up to \$20,000 via Purchase/Change Order	Director of Finance	Three written quotes for purchases over \$10,001 no public advertising required
I. \$5,000 to \$25,000 via Purchase/Change Order	Deputy Executive Director	Three written quotes for purchases over \$10,001 no public advertising required
J. \$10,001 < \$50,000 via Purchase/Change Order/ Contract	Executive Director's written approval required (For purchases between \$20,000 and \$50,000, Board of Commissioners to be notified only)	Three written quotes no public advertising required
K. > \$50,000 via Contract Award	Executive Director Board of Commissioners	Public Advertisement; Sealed Bids; Board of Commissioners' Approval

KEY TERMS:

SMALL PURCHASES: procurement of goods and services below \$2,000, may be done via purchase order, with the requisite process documentation and approval as noted above.

SEALED BIDS: written price quotations, where explicit specifications of goods or services are detailed and procurement lends itself to FIRM, FIXED-PRICE bidding, and selection is principally based on price. Typical of Construction/MOD contracts.

COMPETITIVE PROPOSALS: required when other evaluation factors beyond price are being considered. Requires the issuance of an RFP, which details desired goods or services, and specifies the mechanism for evaluation of technical and price proposals. Utilized most often for professional services, like A/E, legal services, audit or banking service contracts, where technical capacity and experience must also be considered in addition to price.

NON-COMPETITIVE PROPOSALS: see Section III.E., above.

**LUCAS METROPOLITAN HOUSING AUTHORITY**  
**Authorized Signatories for LMHA's Contracts**

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The Executive Director's spending threshold remains \$50,000.<sup>2</sup> The Executive Director will execute all contracts and purchase/change orders in excess of \$25,000. The Executive Director has determined that the following persons are authorized to execute contracts, and purchase/change orders as listed below:

1. Deputy Executive Director executes all contracts and purchase/change orders from \$5,000 to \$25,000; and,
2. Director of Finance executes all contracts and purchase/change orders up to \$20,000; and,
3. Director of Asset Management executes all contracts and purchase/change orders up to \$5,000; and,
4. Director of the Housing Choice Voucher Program executes all contracts and purchase/change orders up to \$5,000; and,
5. Director of Human Resources executes all contracts and purchase/change orders up to \$5,000; and,
6. Director of Redevelopment and Modernization executes all contracts and purchase/change orders up to \$5,000; and,
7. Assistant Director of the Housing Choice Voucher Program executes all contracts and purchase/change orders up to \$2,500; and,
8. Assistant Director of Asset Management executes all contracts and purchase/change orders up to \$2,500; and,
9. Occupancy Manager executes all contracts and purchase/change orders up to \$3,000; and,
10. Manager of Resident & Special Services executes all contracts and purchase/change orders up to \$3,000; and,
11. Executive Assistant to the Executive Director and Deputy Executive Director executes contracts and purchase/change orders up to \$1,000; and,
12. Program Analysts for the Public Housing and Housing Choice Voucher Program executes contracts and purchase/change orders up to \$1,000; and,
13. Section 3 Compliance Coordinator executes contracts and purchase/change orders up to \$1,000; and,
14. Property Managers executes contracts and purchase/change orders up to \$2,000 for their AMPs; and,
15. Maintenance Coordinators may execute contracts and purchase/change orders up to \$600 for their AMPs.

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<sup>2</sup> These updates are made pursuant to Resolution No. 7938, adopted December 18, 2013.



Vice President's name:  
Secretary's name:  
Treasurer's name:

If your organization is a partnership, answer the following:

Date of organization:  
Type of partnership (if applicable):  
Name(s) of general partner(s):

If your organization is individually owned, answer the following:

Date of organization:  
Name of owner:

Is your organization a certified minority owned or woman-owned business?  yes  no

If yes, municipality of certification:

Type of Certification:  minority  woman

Type of Minority:  Black American  Native American  Hispanic American  
 Asian/Pacific American  Hasidic Jew  Other

Do you own or rent your equipment?  own  rent

Please provide a statement setting forth the bidder's facilities, equipment inventory and technical resources available for use in fulfillment of bidder's obligations for the project or that same can be obtained.

If the form of your organization is other than those listed above, describe it and name the principals:

Please provide the name and description of the management experience of each of bidder's project managers and superintendents that bidder intends to assign to work on the project:

## **LICENSING**

List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

List jurisdictions in which your organization's partnership or trade name is filed:

List the categories of work that your organization normally performs with its own forces:

Please provide proof of any professional or trade license required by law for any trade or specialty area in which bidder is seeking a contract award; and disclosure of any suspension or revocation within the previous five years of any professional or trade license held by the owner, or of any director, officer or manager employed by the bidder.

Please provide a copy of your Drug and Alcohol Free Work Place Policy.

## **APPRENTICESHIP**

Please provide confirmation that all apprentices, if any, to be used on the project are registered with an apprenticeship training program approved by the State of Ohio and Bureau of Apprenticeship and Training.

## **SUBCONTRACTORS**

Please provide disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project, which the value of the work performed by the subcontractor is at least fifteen thousand dollars (\$15,000.00). Please provide confirmation that the contractor will require such subcontractor to adhere to the submission requirements set forth herein as though it were bidding directly to LMHA.

## **WORKERS' COMP & LIABILITY INSURANCE**

Have you attached a copy of your Workers' Comp Certificate?       yes     no

Have you attached a copy of your Certificate of Liability Insurance?  yes     no

Have you attached a copy of your Company Vehicle Insurance?       yes     no

## **CLAIMS AND SUITS** (If the answer to any of the questions below is yes, please attach details)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers:

Are there any liens filed against you or your company:

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years:

On a separate sheet, list any pending litigation in state or federal courts involving contractor as a party:.

On a separate sheet, list any bankruptcy filings or proceedings:

On a separate sheet, list all pending matters, if any, with the National Labor Relations Board, U.S. Department of Labor, or the Wage and Hour Division of any state:

On a separate sheet, list any and all unsatisfied judgments, injunctions or liens obtained by a governmental agency against contractor:

On a separate sheet, list any determinations of violations of federal, state or local laws, including OSHA violations, prevailing wage law violations, federal or local debarments or suspensions and any denials of pre-qualifications due to a finding of non-responsibility:

**EXPERIENCE**

On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent completed and scheduled completion date:

State total worth of work in progress and under contract:

On a separate sheet, list the construction/vendor experience and present commitments of the key individuals of your organization:

On a separate sheet, list an accurate and complete record of all public work completed in the last three years by the contractor giving the names of the projects, types of work, location, contract price, bid amount, final contract amount paid and the names of the owners and the architects or engineers in charge for the owners and the names of all subcontractors use, if applicable. Also include disclosure of any labor disputes experienced, any penalties for failure to timely complete a contract and include performance evaluations in its possession, if any:

**TRADE REFERENCES**

Company Name	Street Address	City & State & Zip	Phone

**BANK REFERENCES**

Bank Name	Street Address	City & State & Zip	Phone

**BONDING COMPANY**

Bonding Company Name	Street Address	City & State & Zip	Phone

**INSURANCE AGENT**

Company Name	Street Address	City & State & Zip	Phone

## CERTIFICATION

I certify that the information on this application is true and accurate. I understand and agree that LMHA will use this information to pre-qualify me so that I may be considered an LMHA qualified contractor/vendor. I agree that I will pay the appropriate HUD wages or Davis-Bacon wages. I agree to abide by LMHA's Statement of Procurement Policy and applicable HUD regulations, both of which may be amended from time to time. I understand and agree that this information is confidential and will be used for no other purpose. I understand that this application, if approved, will remain in full force and effect until the end of the calendar year. I understand and agree that I will need to qualify every January. I understand and agree that LMHA reserves the right to demand supplemental information. I agree that I will inform LMHA of any material changes within ten (10) days of occurrence. I understand that LMHA may revoke my status for false or deceptive statements or for other cause and that I may file a protest of such revocation in accordance with Section VII, Appeals and Remedies in LMHA's Statement of Procurement. I understand that if I lose my appeal, LMHA shall deny my participation in LMHA's procurement processes for a period of six (6) months from the date of such determination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

The Lucas Metropolitan Housing Authority  
201 Belmont Street, Toledo, OH 43604-3213  
Modernization (419) 259-9462    Maintenance (419) 259-9465    Purchasing (419) 259-9419

LUCAS METROPOLITAN HOUSING AUTHORITY

Contractor/Vendor Qualification Statement  
For Awards Under \$20,000

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LMHA DEPARTMENT SUBMITTED TO: Modernization -- Maintenance -- Purchasing -- Other  
(circle one)

LMHA ADDRESS: 201 Belmont Street, Toledo, OH 43604-3213

SUBMITTED BY:

Company Name:

Corporation

Street Address:

Partnership

City, State & Zip:

Individual

Business Phone:

Joint Venture

Business Fax:

Other

Tax Identification Number:

TYPE OF WORK: (File separate form for each Classification of Work):

\_\_\_\_\_ General Construction

\_\_\_\_\_ HVAC

\_\_\_\_\_ Other

\_\_\_\_\_ Plumbing

\_\_\_\_\_ Electrical

\_\_\_\_\_ Painting

\_\_\_\_\_ Maintenance

ORGANIZATION AND STAFF

How many employees are employed on a full-time basis:

How many years has your organization been in business as a Contractor/Vendor/Supplier:

How many years has your organization been in business under its present business name:

Under what other or former names have or has your organization operated:

Have you operated under previous business names? If so, please list:"

If your organization is a corporation, answer the following:

Date of incorporation:

State of incorporation:

President's name:

Vice President's name:  
Secretary's name:  
Treasurer's name:

If your organization is a partnership, answer the following:

Date of organization:  
Type of partnership (if applicable):  
Name(s) of general partner(s):

If your organization is individually owned, answer the following:

Date of organization:  
Name of owner:

Is your organization a certified minority owned or woman-owned business?  yes  no

If yes, municipality of certification:

Type of Certification:  minority  woman  
Type of Minority:  Black American  Native American  Hispanic American  
 Asian/Pacific American  Hasidic Jew  Other

Do you own or rent your equipment?  own  rent

If the form of your organization is other than those listed above, describe it and name the principals:

### **LICENSING**

List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

List jurisdictions in which your organization's partnership or trade name is filed:

List the categories of work that your organization normally performs with its own forces:

### **WORKERS' COMP & LIABILITY INSURANCE**

Have you attached a copy of your Workers' Comp Certificate?  yes  no

Have you attached a copy of your Certificate of Liability Insurance?  yes  no

Have you attached a copy of your Company Vehicle Insurance?  yes  no

### **CLAIMS AND SUITS** (If the answer to any of the questions below is yes, please attach details)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers:

Are there any liens filed against you or your company:

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years:

**EXPERIENCE**

On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent completed and scheduled completion date:

State total worth of work in progress and under contract:

On a separate sheet, list the construction/vendor experience and present commitments of the key individuals of your organization:

**TRADE REFERENCES**

Company Name	Street Address	City & State & Zip	Phone

**BANK REFERENCES**

Bank Name	Street Address	City & State & Zip	Phone

**BONDING COMPANY**

Bonding Company Name	Street Address	City & State & Zip	Phone

**INSURANCE AGENT**

Company Name	Street Address	City & State & Zip	Phone

I fully understand that this information will be used to establish my qualifications to be certified as a contractor by LMHA. I agree to abide by LMHA's Statement of Procurement Policy. I am also aware that placement of my firm's name and address on the LMHA's Contractors List indicates that my firm is qualified and available for LMHA awarded contracts. Further, I understand that this information is confidential and will be used for no other purpose. I understand that this application, if approved, will remain in full force and effect from the date below and current documentation will be provided when appropriate.

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Signature

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Date

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Company Name

The Lucas Metropolitan Housing Authority  
201 Belmont Street, Toledo, OH 43604-3213  
Modernization (419) 259-9462 Maintenance (419) 259-9465 Purchasing (419) 259-9419

BASIC CONTRACTOR REQUIREMENTS  
for  
LUCAS METROPOLITAN HOUSING AUTHORITY  
Awards Under \$20,000

In order to be a successful CONTRACTOR/VENDOR with LMHA the following is required:

1. Contractor shall provide LMHA with a copy of his/her current Ohio Workers Compensation certificate.
2. Contractor shall name LMHA as an "additional insured" to his/her general liability policy, which shall be made "primary" to LMHA's general liability policy.
3. Contractor shall be licensed under the jurisdiction having authority.
4. Contractor shall pay his/her hourly workers according to Davis-Bacon wages for jobs over \$2,000. You may obtain a copy of the most recent wage schedules from the Web or from LMHA's Purchasing Department.
5. Contractor shall pay his/her hourly workers according to the HUD determined wages for jobs under \$2,000. You may contact LMHA's Purchasing Department for those wage schedules.
6. Contractor shall provide payroll-reporting slips with the invoice in order to be paid. This is required on all plus \$2,000, Davis-Bacon work.
7. Contractor shall provide all documentation, required by LMHA.
8. It is critical that the Authority know when you are working on our properties. You should sign-in at the Management Office each day so that we know that you are there working.

Thank you and LMHA looks forward to successful relationships with its Contractors/Vendors!