PROCUREMENT POLICY Revised 6-25-2019

The Procurement Policy hereinafter set forth must function within the limits set forth by Federal Statutes, the Annual Contributions Contract with HUD, and the laws of the State of Florida. Any and all applicable changes in the law or contract or judicial decision of interpretation or constitutionality will automatically supersede this policy. Such changes will be reflected in a policy revision as appropriate.

I. GENERAL: The purpose of this Statement of Procurement Policy is to assure that goods, services, and construction are procured, and surplus goods are disposed of at the most favorable prices to the Housing Authority of the City of Lakeland, Florida ("LHA") and it's Instrumentalities and Partnerships but not limited to any current or future endeavor in full compliance with the applicable HUD regulations and State and local laws.

II. PROCUREMENT AUTHORITY AND ADMINISTRATION

- A. The Executive Director shall administer the procurement policy or other individuals authorized by him/her. The Executive Director shall be responsible for developing procedures to implement this procurement policy. The Executive Director or his/her designee shall be the depository of all related records.
- B. It is the Executive Director's responsibility to ascertain that (1) the yearly procurements are adequately and timely planned, (2) the procurement documents clearly specify the desired products, construction, and services, as well as the methods of award, (3) the solicitation procedures are conducted in full compliance with the Federal regulations (or state and local laws whichever are more stringent), (4) the awards are made to the responsive and responsible bidders offering the lowest prices, and (5) there are sufficient unencumbered funds for each procurement to defray the costs of the contracts.
- C. The Executive Director shall establish written procedures to monitor the procurement actions ensuring compliance with this Statement of Procurement Policy and to prevent fraud and abuse.
- D. This policy and any changes thereto shall be submitted to the Board of Commissioners ("Board") for approval and if/when requested the HUD Field Office shall be furnished with a copy of each.

III. PROCUREMENT METHODS

Purchases and contracts for equipment, materials, supplies, or services, shall be made in the following manner.

A. Small Purchase Procedure.

- The Housing Authority of the City of Lakeland has streamlined its policy to include HUD's policies:
 - An increases in the small purchase threshold in accordance with revisions to HUD Rules and Regulations;
 - The establishment of a micro-purchase threshold (Threshold as determined by HUD), requiring only one reasonable quote (consistent with the Federal Acquisition Regulations);
 - The use of "incorporation by reference" of mandatory contract clauses into bid specifications and contracts;
 - The elimination of any required forms for small purchases, with the exception of applicable maintenance and construction contracts exceeding \$10,000 or the minimum/maximum as determined by HUD;
 - The use of a simplified contract for construction work that does not exceed \$250,000 or any updated minimum/maximum amount as determined/published by HUD;
 - The elimination of the requirement to conduct a separate cost/price analysis when obtaining products or services of a commercial nature; and
 - The ability of PHAs to "self-certify" that their procurement systems satisfy the requirements of HUD's Rules and Regulations, thereby eliminating the need for prior HUD approval for most change orders and non-competitive purchases.
- 2. Petty Cash Purchases. Expenditures may be made from the Petty Cash Fund providing that payments do not exceed \$600 for any one purchase, and no more than one purchase of any item may be made in one month. The basis for petty cash purchases shall be for minor emergency items or a third-party meeting refreshments only as determined by the Executive Director or his/her designee.
- 3. (Micro) purchases amount will always be in line with the minimum/maximum allowed under the direction of the Department of Housing and Urban Development effective on the date the new limits are published.(Micro Purchases). The Executive Director may delegate to the appropriate staff personnel, the authority to make purchases and contracts, not to exceed the maximum/minimum amount as approved and published by HUD, in the open market after such inquiry as they deem necessary to ensure that the prices obtained are the most advantageous to LHA. Contract requirements shall not be artificially

divided so as to constitute a small purchase under this section. (See HUD Guidelines for limits)

- 4. Small purchases amount will be determined and in line with the minimum/maximum allowed under the direction of the Department of Housing and Urban Development effective on the date the new limits are published. For purchases and contracts under the small purchase threshold, the Executive Director may delegate to the appropriate staff personnel of LHA to solicit bids orally or by telephone, from at least three (3) suppliers, if so many are available, covering identical material specifications. They shall document both the solicitation made and the quotations received by requiring written or faxed follow-up documentation from the vendors to substantiate quotations given and by maintaining a file of such documents. (See HUD Guidelines for limits)
- 5. Competitive proposals may be solicited in accordance with paragraphs (A) 2, (A) 3 and (A) 4. The procurement criteria will be documented.

B. Sealed Bidding.

- 1. Conditions For Use, Purchases over the minimum/maximum amounts as approved and published by HUD. Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete, adequate, realistic 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.
- 2. Solicitation and Receipt of Bids. An invitation for bids shall be issued including specifications and contractual terms and conditions applicable to the procurement, including a statement that the award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the invitation for bids. The invitation for bid will be advertised in, at least, two newspapers of general circulation and, if advantageous, by making invitations to bid to all known and available bidders. The invitation for bid shall 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 at a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.
- 3. Bid Opening and Award. Bids shall be opened publicly and in the presence of, at least, one witness. An abstract of bids shall be recorded and the bids shall be made available for public inspection in accordance with State law. Awards shall be made as provided in the invitation for

bids by written notice to the successful bidder. If equal low bids are received from responsible bidders, drawing lots or similar random method shall make award, unless otherwise provided in the invitation for bids. 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. Consistent with the requirements of 2 CFR Part 200 and in order to promote efficiency and competition in procurement of goods and services, LHA may enter into relationships with other governmental agencies, public housing authorities, and regional or national intergovernmental purchasing networks or associations. The purpose of a cooperative intergovernmental relationship is to take advantage of a competitive selection process already conducted by a governmental agency or public housing authority and thus save LHA the time and expense of conducting its own selection process. In evaluating the use of a cooperative intergovernmental relationship, LHA shall review for reasonableness the standards in the competitive selection process conducted by the governmental agency or public housing authority.
- 5. Mistakes in Bids. (A) Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document, but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. (B) All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the contracting officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of LHA or fair competition shall be permitted.
- Purchases under Federal, State, and Local Governmental Contracts. LHA may enter into any available governmental agreement to procure under (Federal, State, County, or City) contracts. The agreement shall stipulate that LHA is authorized to procure through such governmental agreement and can be in letterform.

C. Competitive Proposals.

 Conditions for Use. Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and where LHA determines that

- conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited. Indefinite delivery contracts will be solicited by competitive proposal.
- 2. Solicitation. A Request for Proposals is a written solicitation for sealed proposals and giving a designated public opening date. The request for proposals shall clearly identify the evaluation factors and their relative importance and shall be published. A mechanism for fairly and thoroughly evaluating the technical and price proposal shall be established before the solicitation is issued. The proposals shall be evaluated, and the responsible firm whose qualifications, price and other factors considered, are the most advantageous to LHA, shall be awarded the contract.
- Mandatory Forms/Contract Provisions. The following forms, which
 contain all mandatory contract provisions, must be included with the
 solicitation/bid package. (Note: the forms listed below assume that
 competitive proposals are used for procuring non-construction services.
 Only under limited circumstances would construction services be
 procured by competitive proposals.)
 - a. Form HUD-5369-B, Instructions to Offerors-Non-Construction.
 - b. Form HUD-5369-C, Certifications and Representations of Offerors
 -Non-Construction Contract.
 - c. Form HUD-5370-C, General Conditions for Non-Construction Contracts.
- 4. Negotiations. Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the request for proposals. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure a full understanding of and conformance to the solicitation's requirements. 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. Offeror shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.
- 5. Award. The award shall be made to the responsive offeror whose

proposal is determined to be the most advantageous to LHA, taking into consideration price and the other evaluation criteria set forth in the Request for Proposals.

D. Architect/Engineer Procurement.

- Procurement of professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping shall be procured in accordance with Florida Statute Section 287.055 known as the "Consultants Competitive Negotiation Act."
- LHA will publicly announce when the agency will procure professional services and solicit qualified firms or individuals to submit proposals for the work.
- 3. Once the proposals are received the agency will rank order the top three firms based on the announced and published criteria for evaluation. In determining whether the firm is qualified the agency shall consider such factors as the ability of the professional personnel, whether the firm is a certified minority business enterprise, past performance, willingness to meet time and budget requirements, location, recent, and current and projected workloads of the firms and the volume of work previously awarded to each firm by the agency with the object of effecting an equitable distribution of contracts among qualified firms.
- 4. Once the firms are rank ordered LHA will competitively negotiate a contract. LHA will negotiate with the topped ranked firm. If LHA is unable to reach a satisfactory contract with the firm considered to be most qualified at a price LHA deems to be fair, competitive, and reasonable, negotiations with that firm will be formerly terminated and the agency will then undertake negotiations with the second most qualified firm. Failing to reach an agreement with the second most qualified firm, those negotiations will then be terminated and LHA will negotiate with the third qualified firm. If LHA is unable to reach a satisfactory contract with any of the top three ranked firms, it may select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

E. Non-Competitive Proposals.

 Conditions for Use. Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive 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, based on a good faith review of available sources;
- b. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to LHA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. 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, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency;
- c. HUD authorizes the use of noncompetitive proposals; or
- d. After solicitation of a number of sources, competition is determined to be inadequate.
- Justification. Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures. The Executive Director or his/her designee shall approve the justification in writing.
- 3. Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis as described in paragraph III F.
- 4. Determination of Emergency. The following procedures will be used in determining if an emergency situation exists:
 - a. The appropriate Manager or Supervisor shall verbally notify the Executive Director or his/her designee of the complete circumstances of the situation as far as he/she knows them and request that an emergency be declared. A written follow-up by the appropriate Manager or Supervisorshould be submitted to the Executive Director or his/her designee as soon after the emergency as possible.
 - b. Once the Executive Director verifies the emergency situation, he/she will advise LHA's Chairman of the Board or the Chairman's designee as to the circumstances surrounding the situation.
 - c). The Executive Director will inform the entire Board of the emergency situation as soon as feasibly possible or at, the very latest, the next regular meeting.

F. Cost and Price Analysis

- General. A cost or price analysis shall be performed for all procurement actions except those under paragraphs III A. (1), (2), and (3), including contract modifications. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement.
- Submission of Cost or Pricing Information. If the procurement is based on noncompetitive proposals or when only one offer is received or for other procurements as deemed necessary by LHA, the offeror shall be required to submit:
 - a. a cost breakdown showing projected cost and profits;
 - b. commercial pricing and sales information, enough to enable LHA 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 law or regulation sets the offered price.
 - 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; LHA shall have the right to audit the contractor's books and records pertinent to such costs; and profit shall be analyzed separately. Costs shall be allowed only to the extent that they are consistent with applicable federal cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR, Chapter 1). In establishing profit, LHA 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 in paragraph III. F.1. above.

G. Contractor Qualifications

- Contractor Responsibility. LHA 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:
 - Have adequate financial resources to perform the contract or the ability to obtain them;

- 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;
- c. Have a satisfactory performance record;
- d. Have a satisfactory record of integrity and business ethics;
- Have the necessary organization, experience, accounting and operational controls, and technical skills or the ability to obtain them;
- f. Have the necessary production, construction, and technical equipment and facilities or the ability to obtain them; and,
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations including not be suspended, debarred or under a HUD-imposed Limited Denials of Participation.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

- Suspension and Debarment. Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations or by other State or Federal agencies, e.g., Dept. of Labor for violation of labor regulations.
- 3. Vendor Lists. All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction) shall be kept current and include enough sources to ensure competition.

H. Assistance to Small and Minority Business Enterprises/Woman Business Enterprises (MBE/WBE)

1. Consistent with Presidential Executive Orders 11625, 12138, and 12432 and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that small and minority-owned businesses, women's business enterprises, and other individuals or firms located in or owned in

substantial part by persons residing in the area of the LHA 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;
- Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- 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, to the greatest extent feasible, a clause requiring contractors, 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 provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- g. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.
- h. Goals shall be established periodically for participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in LHA prime contracts and subcontracting opportunities.

2. Definitions

- a. A small business is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR Part 121 should be used to determine business size.
- b. 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 in 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, Asian Indian Americans, and Hasidic Jewish Americans.

- c. 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 control and operate the business.
- d. "Section 3 business concern" is as defined under 24 CFR Part 135.

I. General

- With respect to the purchases and contracts specified in paragraph III. A.
 above, the appropriate staff shall make the purchase from or award the
 contract to the lowest responsible bidder as to price--who meets the
 requirements. Price shall be considered for these purposes to include
 delivery charges and discounts including any discounts for prompt
 payment.
- 2. No purchases or contracts specified in paragraph III. A. (2), A. (3), and A (4) shall be made without certification of an official designated by the Executive Director that the expenditure is duly budgeted and that the funds are available, except in case of an emergency. Circumstances of such exception due to emergency shall be documented in a formal report submitted to the Board together with a certification or statement justifying the purchase or contract under the circumstances.
- 3. All procurement of equipment, materials, supplies, and repairs of service shall be documented. Expenditures in excess of the small purchase maximum limits as set by HUD shall be made by formal contract, except that those purchases made under Federal, State, or local governmental agency contract, if such are in effect, may be made by purchase order regardless of the amount.
- All contracts shall be reviewed and signed by the Executive Director or designee.
- The Executive Director or his/her designee shall serve as the Contracting Officer of LHA
- 6. All Specifications or Statement/Scope of Work shall describe the work or services required. They shall be written as to not restrict competition to one vendor. A specification is a detailed description of materials, supplies, equipment, pre-cuts, or construction work to indicate to prospective contractors precisely what LHA desires to purchase. A

statement or scope of work (SOW) is normally used for contracts for services, such as accounting or payroll services, energy audits, consultant, legal or A/E services, well as non-professional services such as maintenance and grounds keeping. The primary purpose of a SOW is to provide a basis for mutual understanding between LHA and the offeror and subsequent contractor of LHA's requirements.

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

LHA shall incorporate the following clauses in contracts of \$10,000 or more:

- a. LHA may terminate any contract in whole or from, time to time, in part, for LHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). LHA 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 LHA 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 LHA, LHA 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), LHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by LHA, 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 LHA; 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 LHA by the Contractor. In the event of termination for cause/default, LHA 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 LHA's Executive Director or designee.
- 8. All contracts shall contain the following forms as applicable:

- a. HUD Table 5.1, Mandatory Contract Clauses for Small Purchases other than Construction;
- b. HUD-5370, General Conditions for Construction Contracts—Public and Indian Housing Programs,
- c. HUD-5370-C, General Conditions for Construction Contracts, Section I (with or without Maintenance Work);
- d. HUD-5370-C, General Conditions for Construction Contracts, Section // (with Maintenance Work);
- e. HUD-5370-EZ, General Conditions for Small Construction/ Development Contracts;
- f. HUD-51915, Model Form of Agreement Between Owner & Design Professional; and
- g. the mandatory Section 3 contract clause found at 24 CFR 135.38.
- 9. Record Retention. LHA shall retain all significant and material documentation and records concerning all procurements it conducts. These records will be retained for a period of three years after final payment and all matters pertaining to the contracts are closed. If any claims or litigation are involved, the records shall be retained until all issues are satisfactorily resolved.
- 10. Prohibited Contract Types—cost-plus-a-percentage-of-costs and percentage-of-construction-cost method contracts shall not be used.

J. Bonding Requirements

The standards under this section apply to construction contracts that exceed the minimum threshold amount as determined and published by HUD for purchases above the Small Purchase threshold. There are no bonding requirements for small purchases or for competitive proposals. LHA may require bonds in these latter circumstances when deemed appropriate; however, non-construction contracts should generally not require bid bonds.

 Bid Bonds: For construction contracts exceeding the minimum threshold amount as determined and published by HUD for purchases above the Small Purchase threshold, offerors shall be required to submit a bid guarantee from each bidder equivalent to 5% of the bid price.

- 2. Payment Bonds: For construction contracts exceeding the minimum threshold amount as determined and published by HUD for purchases above the Small Purchase threshold, the successful bidder shall furnish an assurance of completion. This assurance may be any one of the following four, unless state or local laws or regulations require a higher level of guarantee, in which case such higher level shall apply:
 - a. A performance and payment bond in a penal sum of 100% of the contract price; or
 - b. Separate performance and payment bonds, each for 50% or more of the contract price; or
 - c. A 20% cash escrow; or
 - d. A 25% irrevocable letter of credit.
- 3. These bonds must be obtained from guarantee or surety companies acceptable to the U. S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U. S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts; the maximum underwriting limits on each contract bonded; and the states in which the company is licensed to do business. Use of companies on this circular is mandatory.

K. Insurance Requirements

Unless waived by LHA's Executive Director or designee and prior to signing any contract/agreement, the vendor must provide a current certificate(s) of General Liability insurance and Vehicular Liability insurance of, at least, \$1,000,000 per occurrence with LHA named as an *additional insured* as well as a current certificate of Workers Compensation insurance for entire staff to be employed by the vendor on the site of this project. If federal, state or local rules or regulations require higher insurance coverage, then such higher coverage requirement shall apply. The successful respondent shall maintain these insurances in force during the term of the contract.

V. DISPOSITION OF EXCESS PROPERTY

A. Property no longer necessary for the LHA's purposes (non-real property) shall be transferred, sold, or disposed of in accordance with applicable Federal, state, and local laws and regulations.

VI. AFFIRMATIVE ACTION PLAN

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Positive efforts shall be made by the Executive Director to use small, minorityowned and women-owned businesses, and labor surplus area firms for supplies and services. Such efforts shall include, but shall not be limited to:

- 1. developing a bidder's mailing list for these sources, and encouraging them in the form of direct invitation to compete for contracts; and
- 2. assuring them that their participation in the bidding procedures is solicited whenever they are potential sources.

VII. APPEALS AND REMEDIES

The restoration of disputes arising from the solicitation and award of procurement contracts, bid protests, and contract performance claims shall be conducted in full compliance with the applicable HUD, Federal and State regulations. Efforts shall be made to resolve all disputes at LHA level.

VIII. CODE OF CONDUCT

- A. No employee, officer, or agent of LHA shall participate in the selection or in the award or administration of any contract if a conflict--real, apparent, or implied--would be involved. Such conflict would arise when 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. any member of his/her immediate family;
 - 3. his/her partner; or
 - 4. an organization that employs or is about to employ any of the above.
- B. LHA officers, employees, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from vendors, contractors, or parties to subcontracts.