



Lucas Metropolitan Housing Authority  
*Where opportunity lives.*

**NON-SECTION 3 BUSINESS CONCERN  
COMPLIANCE OPTION FORM**

Non-Section 3 Business Concerns who trigger the Section 3 regulation by subcontracting, hiring or training, **must select ONE of the following compliance options:**

OPTION #	Form B OPTION DESCRIPTION	INITIAL
<p><b>Option 1</b> COMMITMENT TO HIRE SECTION 3 RESIDENTS</p>	<p>I commit to hiring and maintaining throughout the life of any contract awarded as part of this solicitation (including changes or modifications). Only if no Category 1 Residents can be secured, the contractor may hire from Category 2, Category 3 or Category 4 in that order. Sufficient justification will be required as to why no Category 1 Resident(s) could be hired. <u>    </u> <b>New Hires are required for this contract as authorized by LMHA.</b></p> <p>Check all activities/methods you will employ to secure Section 3 residents:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Conduct an on-site application and interviewing session at the LMHA</li> <li><input checked="" type="checkbox"/> Defer to the Section 3 database of employment ready Section 3 residents</li> <li><input checked="" type="checkbox"/> Distribute flyers to LMHA public housing developments</li> <li><input checked="" type="checkbox"/> Employ Section 3 residents at 30% of the aggregate number of new hires* <b>Required</b></li> <li><input checked="" type="checkbox"/> Post signs at the entrance to the job site that it is a Section 3 covered project</li> <li><input type="checkbox"/> Run multiple advertisements in the local paper announcing the hiring opportunities</li> </ul>	<p style="text-align: center; color: blue; font-size: 2em;">AB</p>
<p><b>Option 2</b> JOINT VENTURE WITH A LMHA RESIDENT OWNED BUSINESS</p>	<p>An association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by a written joint venture agreement to engage in and carry out a specific business venture. The Section 3 Business Concern must be responsible for a clearly defined portion of the work to be performed, hold management responsibilities in the joint venture, perform at least 25% of the of the work and is contractually entitled to compensation proportionate to its work.</p>	
<p><b>Option 3</b> COMMITMENT TO TRAIN SECTION 3 RESIDENTS</p>	<p>I will commit to funding, from my contract, a qualified Section 3 training in place of Employment or Contracting in the amount of 3% or more of my total contract award as required by the authority's policy. That training will be commenced within thirty to forty-five (30-45) days of my contract start. My training will be:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Employment Readiness Related Training - 40 hours Classroom for up to _____ residents</li> <li><input type="checkbox"/> Employment Skills w/Readiness-Classroom Only 80 - hours Classroom for up to _____ residents</li> <li><input type="checkbox"/> Employment Skills w/Readiness-Classroom and Job Site for a minimum of _____ residents</li> <li><input type="checkbox"/> Other: _____ (Contractor understands that if Job Site training is completed by having the trainee complete work comparable to HUD defined employment categories, then the trainees must be paid Davis-Bacon wages and covered under their workers' compensation insurance)</li> </ul>	
<p><b>Option 4</b> COMMITMENT TO EDUCATION FUND</p>	<p>I will provide payment to the Lucas Metropolitan Housing Authority equal to three percent (3%) of my total contract award to assist the authority in facilitating employment related training.</p> <p><b>Method of payment:</b></p> <ul style="list-style-type: none"> <li>• If my contract is a "Firm Fixed Contract", I will provide a single payment in the amount of 3%. The payment will be payable from the first payment issued on the contract.</li> <li>• If my contract is an "Indefinite Quantity Contract", a 3% contribution will be deducted from each invoice submitted by my company/firm for this contract.</li> </ul> <p>I further agree that if there are any increases to the value of my contract, I will make additional payments to this fund that will maintain the listed percentage level at all times including any final incentives or additional payments. The authority will be fully responsible for soliciting, managing and paying for the selected training services under this part and I will have fully met my obligation to comply with the Section 3 regulation. If for entire Contract Value please explain.</p>	

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying Section 3 compliance.

Company Name: Henry W. Bergman, Inc. Company Address: 218 E 9th St Genaon, OH 43430

Name: Paul Bergman Title: Vice President

Signature: [Signature] Date: 9/4/15

Notary Signature and Seal: [Signature] Date: 9/4/15



**RACHELLE L. THOMAN**  
Notary Public, State of Ohio  
My Commission Expires 11-6-19