



SOLICITATION TYPE:	Request for Proposals (RFP)
DESCRIPTION:	Flooring Installation Services
RFP NUMBER:	RFP# 18-R009
ISSUE DATE:	Tuesday, May 15, 2018
PRE-PROPOSAL CONFERENCE CALL:	Wednesday, May 23, 2018, 10:00 AM ET Call in Number: 1-800-977-8002 Participants Code: 9950119#
PROPOSAL DUE DATE & TIME: <u>ONLINE UPLOAD ONLY:</u> Procurement and Contracts	Monday, June 18, 2018 3:00 PM ET Sherry Tobin, Manager Lucas Metropolitan Housing Authority (LMHA)
DIRECT INQUIRIES TO:	Christine Antonacci Maintenance Crew Leader 419-259-9428 cantonacci@lucasmha.org
SECTION 3 INQUIRIES:	Martice Bishop mbishop@lucasmha.org

Note: All inquiries must be received via email, no later 12:00 P.M. Eastern Time Wednesday, June 6, 2018. All Proposals are subject to the Conditions, Instructions, Requirements and the Specifications attached hereto. These documents are available at web address: www.lucasmha.org.

All proposers shall be required to meet the Affirmative Action requirements and Equal Employment Opportunity requirements as described in Executive Order #11246. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of their race, color, religion, sex, military status, national origin, disability, pregnancy, genetic information, age, ancestry, religious creed, handicap or sexual orientation.

The responsibility for submitting a response to this RFP at the Lucas Metropolitan Housing Authority on or before the stated time and date will be solely and strictly the responsibility of the respondent.

RFP
REQUEST FOR PROPOSALS
#18-R009

Flooring Installation Services



Prepared by: Lucas Metropolitan Housing Authority
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P.O. Box 477, Toledo, OH 43697-0477

Demetria M. Simpson
President and Chief Executive Officer (CEO)

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REQUIREMENTS & SPECIFICATIONS

Project Overview:

The Lucas Metropolitan Housing Authority (LMHA) seeks proposals from qualified, licensed and bonded entities to provide the following detailed Flooring Installation Services for a 15-month period with the option for three (3) additional one-year extensions solely at the discretion of LMHA.

Please note that LMHA will place great emphasis in contracting with a firm that has experience in working with multi-family properties in the performance of these and any other required tasks.

SCOPE OF SERVICES

LMHA intends to enter into one or more “Indefinite Delivery/Indefinite Quantity” contracts for the purchase and installation of flooring for locations owned by LMHA. Services shall include all labor, materials, equipment, transportation, etc. required to install and/or replace flooring. The work shall be performed by a Contractor, be licensed in the State of Ohio to handle the products and materials involved. Proposer(s), upon receiving a Purchase Order (PO) from authorized LMHA staff will arrange for installation within three (3) business days. The locations consist of approximately 2,700 dwelling units, to include high-rise and multi-family complexes and various office buildings.

The term of the contract is to be for a 15-month period with the option for three (3) additional one-year extensions solely at the discretion of LMHA, contingent upon LMHA Board of Commissioners approval.

The intent of this document is to provide interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by LMHA for the installation and/or replacement of carpeting on an as needed basis. The scope of services is required to assist LMHA with renovations, remodels, and maintenance of existing housing units.

Contractor(s) must provide services in a manner that demonstrates sensitivity to the fact that LMHA properties are primarily residential in nature and puts the needs of the residents as the foremost priority.

Contractor(s) will be responsible for acquiring permits, inspections, or fees associated as necessary.

LMHA will provide Contractor(s) with access to the buildings and unit(s) as required. An LMHA employee will accompany Contractor(s) when entering any resident unit.

A. Scope of Work (SOW)/Technical Specifications (TS)

The following specifications pertain to the replacement of carpet, pad and/or cove base in various LMHA sites. The contractor shall examine all aspects of the specifications and visit the sites to determine the square footage, the specific needs of and the general requirements for each location.

It is the responsibility of the contractor to visit each site below and familiarize him/herself with the needs of each property and is responsible for taking accurate floor measurements. Please call ahead and set up a time and day with the property manager to visit each property under their supervision. The contractor is not authorized to inspect the interior of any buildings without the expressed permission and/or supervision of the property manager or assigned staff.

The contractor is advised that the work and materials reflected in their proposal must meet all codes and approved by LMHA. In addition, all materials must meet the specifications described here within and carpet selections are to be submitted in advance to LMHA for approval. Furthermore, the contractor is advised that no substitution of materials will be accepted over the course of the contract, unless approved in advance and in writing by LMHA. The contractor shall immediately report to LMHA any problems he/she discovers.

The LMHA property manager, maintenance supervisor or, maintenance crew leader shall inspect all sites designated for installation prior to service.

Contractors are notified that they are to thoroughly vacuum all areas upon completion of carpet installation.

B. Removal of Existing Materials

The contractor will supply all equipment, labor and supplies necessary to remove existing materials from units designated by the property manager. All materials, trash, and debris related to this work or created by the contractors' employees is the responsibility of the contractor. The contractor will dispose of all removed materials off site, on the same day of removal and at his expense. No materials will be stored or disposed of on site.

1. All underlying layers and/or affected substrates will be repaired from damage caused by removal of existing materials, or from previous circumstances. Preparation may include, but not be limited to the replacement of damaged wood and securing the floor. Where concrete/wood is used as a substrate for the flooring, contractor shall fill holes or cracks or elevations with leveling compound by floating concrete holes or cracks or in areas that would cause damage over a prolonged use of the flooring.
2. Replace missing or broken VCT where VCT is the substrate, floating smoothly with a leveling compound may be needed.
3. If necessary, doors and frames will be undercut to receive new floor coverings.
4. Remove and replace old rubber cove base in areas to receive new carpet. Repair and paint walls (paint color and type furnished by management) that are damaged by such removal.

C. **Baseboards, Cove base, Risers and Stair Treads**

The following sections apply wherever the appropriate conditions exist.

1. Where carpet is installed under wooden baseboard, the contractor will take care not to damage the baseboard. If damaged, the base must be repaired or replaced and finished to match existing wood style, height & width and paint color & type.
2. Purchase and install (P/I) rubber cove base on walls affected by new carpet glued down or other flooring installation. All rubber cove base is four inches in height.
 - a. Corners are to be either wrapped or use preformed corners.
 - b. Use Industry standard adhesive especially made for rubber cove base.
 - c. Joints are to be straight, without gaps.
 - d. Base is to be flat against wall, no bulges beneath.
 - e. Inside corners cut to miter evenly.
 - f. Ends meeting cabinets and doorframes are to be straight without gaps.
 - g. No filler materials will be accepted.

D. **Carpet and Pad Replacement**

1. Remove existing carpet and metal edging where necessary.
2. Remove pad and tack strips, where applicable.
3. Cut carpet and/or pad to size and install. Use industry standard tack strips at walls when necessary for installing carpet with pad. Points are not to protrude above carpet facing. Stretch carpet to walls using industry standards if a pad is used.
4. Seams shall be tight and to industry standard. No seamed carpet shall be installed with weft running against warp (90 degrees to each other). No seamed pieces shall be less than 3 feet in length.
5. All carpet edges ending against tile, or other form of non-carpeted flooring. Thresholds shall have metal trim, color to be determined. The trim shall be properly positioned and adhered to flooring by nails that are appropriate to type of base.

E. **Glued-Down Carpet Replacement**

1. Cut carpet to size and install. Use industry standard glue to meet the manufacturer's specifications where carpet is being installed.
2. Seams shall be tight, sealed with seam sealer, to industry standard. No seamed carpet shall be installed with weft running against warp (90 degrees to each other). No seamed pieces shall be less than 3 feet in length.
3. Roll carpet with appropriate roller to ensure proper adhesion to adhesive.
4. All carpet edges ending against tile, or other form of non-carpeted flooring. Thresholds shall have metal trim, color to be determined. The trim shall be properly positioned and adhered to flooring by nails that are appropriate to type of base.

F. **Carpet, Pad & Cove base - Manufacturers, Colors and Styles**

1. For carpet replacement or new installation of carpeting, the color of the carpet is to be chosen by LMHA from a wide range of samples provided by the contractor. Up to 2 colors can be selected for use in all the apartments. Only 1 color carpet will be used in each apartment unit. For partial replacement, contractor is to match existing color being used in that apartment at that complex.
2. Rubber cove base shall be comparable to existing base at each property.

3. The contractor shall provide certification from the mill that the carpet to be installed meets the necessary Flame Spread Tests.
4. Contractor will verify type of installation with property manager. Contractor shall guarantee & warrant all materials for one (1) year from time of acceptance by LMHA.
5. All carpet materials are to be static free, non-raveling, stain resistant and have a polypropylene backing, approved by LMHA.

G. **Carpet, Pad and Cove base Type and Grade**

1. Engineered Floors, Pure Color Fiber System, Solution Dyed with a 10-year limited warranty, or equivalent, Style RENEW. Padding to be 3/8 maximum thickness and 8 LB no cove base.
2. Engineered Floors, Pure Color Fiber System, Solution Dyed with a 10-year limited warranty, or equivalent, Style RENEW. Padding to be 3/8 maximum thickness and 8 LB cove base shall be black 4" rubber.
3. Engineered Floors, Pure Color Fiber System, Solution Dyed with a 10-year limited warranty, or equivalent, Style RENEW. Padding to be 3/8 maximum thickness and 8 LB no cover base.
4. Engineered Floors, Pure Color Fiber System, Solution Dyed with a 10-year limited warranty, or equivalent, Style RENEW. Padding to be 3/8 maximum thickness and 8 LB no cover base.

H. **Workmanship**

All materials shall be installed by competent, qualified installers employed directly by the contractor. No 1099 sub-contractors are to be used. The contractor may subcontract to a legitimate sole proprietor but must complete the Subcontractor Listing form (Attachment C) for each job, and insure that the subcontractor provides a certificate of insurance with the same limits and requirements as the Contractor. All workers shall conduct themselves in a professional manner and perform in a workman like manner as to not cause any inconvenience to adjoining residents. The installers will have a supervisor, employed by the contractor, on-hand to inspect the work. The contractor is a reflection on LMHA.

1. Carpet seams are to be in non-conspicuous areas and carpet size shall be chosen to minimize seams.
2. Glued down carpet will be rolled with industry standard rollers sufficient in weight to smooth any wrinkles. No glue or residue will be left on the carpet or surfaces. Glue removers (commercial grade) will be used to effectively remove any glue residue.
3. Carpet that is installed over pad will be pole stretched and/or power stretched over the entire area. Completed installation will be uniformly taut, wrinkle free with no loose areas. Strips will be parallel with walls and installed per standard practice.
4. Any flooring, drywall, wooden base or wall material affected/damaged or otherwise disturbed by the removal of old carpet/cove base shall be repaired by qualified tradesmen to previous condition. The tradesmen shall be employed by the contractor at the contractor's expense. Note: Tradesmen are not required to be employees of the contractor and may be a sub-contractor.
5. Carpet will be left clean and apartment free of debris. All waste materials, old carpet, new carpet scraps, etc. will be removed from the apartment, hauled off the premises and disposed of property.

6. Contractor will verify type of installation with property manager. Contractor shall guarantee & warrant all materials for one (1) year from time of acceptance by LMHA.

I. **Inspection and Acceptance of Work**

The contractor is expected to perform a walk-thru of all work and complete punch list items prior to having the work inspected by the Authority for final acceptance. Acceptance will meet all the requirements of the Scope of Work and the materials and workmanship sections of the contract. No invoices from the contractor will be submitted for signature & payment without these requirements being satisfied. The property manager and/or the construction inspector will inspect the initial installation of carpet to indicate any deficiencies made by the contractor. Periodical inspections will be made during the term of the contract and the same standards are to be upheld. The Contractor is to make available designated personnel to assist in the inspections by the Authority when requested.

J. **Materials Stored**

No materials and/or supplies can be stored on the premises. All materials, equipment and products shall be removed and taken with the contractor at the end of the day.

K. **Access**

Prior to installation, the contractor and property manager will agree to a schedule. The property manager, or assigned personnel, will coordinate access to the apartment designated for carpet replacement/installation. All keys are to be returned to the management office at the end of each day. The Contractor shall maintain strict control of keys and/or access codes before, during and after the work is completed. A \$100.00 key replacement charge will apply for lost keys. All apartments are to remain secure during and after the work has been completed. Upon departure, windows and doors are to remain locked and lights turned off.

L. **Protection**

The Contractor and/or his/her employees shall exercise care in their performance and in the use of materials and equipment utilized for this project so as not to injure anyone or themselves or cause damage to any property, directly or indirectly.

Contractor shall prevent liability to LMHA, officers, employees, residents or others against all losses, damages, expenses, and claims and/or demands made by anyone whomsoever resulting directly or indirectly from your performance of this contract. It is the responsibility of the contractor to report any damages made to the walls, surfaces, fixtures or appliances.

Contractor is responsible for the supervision of his/her personnel and their access to the buildings at all times. Contractor shall inform LMHA management upon the firing and hiring of his/her staff, and if LMHA management needs to re-key locks and/or reset access codes. Contractor will be responsible for the cost to re-key locks. Workers are limited to the areas of designated work only.

M. **Safety Provisions**

Contractors working under contractual agreement with Lucas Metropolitan Housing Authority must follow OSHA standards. Non-compliance shall be a basis for making a proposal non-

responsive and if a contractor or subcontractor is found to be in violation at any time, this will be the basis for termination of the contract.

Contractor and all non-1099 subcontractors performing work under this RFP shall acknowledge OSHA safety regulations and Lucas County and local traffic regulations. Contractor shall not place, store, nor park any vehicle or materials in the streets, corridors, or passageways that may interfere with operations and/or resident access.

Contractor shall build and maintain temporary enclosures, barricades, bracing and shoring as necessary to protect the public and all workmen from injury. Contractor is responsible and will repair any damage done by their employees in the performance of this work at no expense to LMHA.

Contractor shall comply with all recommendations and requirements for accident prevention of Associated General Contractors of America and United States Standards Association Standard A10.2. Field supervisor of the Contractor or other authorized proposer personnel shall conduct regular and frequent inspections of the site for compliance with safety regulations.

N. Summary of Proposed "Equal" Product Specifications

All brand names used within the following specifications (and within the entirety of the RFP document) provided by LMHA are only provided so that prospective proposers are aware of the quality and functionality of the product(s) that LMHA desires. LMHA is, pursuant to HUD regulation, required to consider any product that is "equal to" or the "same as" the "brand name" product that the HA has specified ("equal to" or "same as" means that the "Proposed Brand Name & Product" is, in the opinion of LMHA, substantially equivalent to the specification detailed within the "Floor Covering and Base Specifications"). Each proposer shall enter in a legible manner within the "RFP Specification" column for each listed item the "Proposed Brand Name and Product Number" of the product that he/she is proposing to provide as an "equal" or "same as" product to that specified by LMHA within the "RFP Specification" column. Further, as detailed within Floor Coverings and Base Specifications section (pages 10-12) of the RFP Document, each proposer shall attach hereto a Technical Data Sheet (for flooring) and a Manufacturer's Specification Sheet (for supplies) for each such item identified. Please note that all specifications are subject to normal manufacturing tolerances.

LMHA will NOT conduct a full review of such "or equal" or "same as" specifications prior to the submittal deadline but will conduct such review (typically for the items proposed by the successful proposer only) after the submittal deadline. For any such proposed specifications that LMHA finds to not be an "equal" or "same as" item, such proposer shall be given a chance to, in a timely manner, substitute such items deemed not "equal" or not a "same as" with items that are, in the opinion of LMHA, deemed to be an "equal" or "same as" item. Failure or refusal by such proposer to provide such items in a timely manner ("timely," meaning within 5 days of the written request of such by LMHA), shall give LMHA the right to reject such proposer as non-responsive and to proceed with such review with the next highest scoring proposer.

Floor Coverings and Base Specifications:

A. **Vinyl Plank Flooring**

Allure floating resilient vinyl plank flooring. Color and pattern to be selected by LMHA. Substrate to be prepared and flooring installed as per manufacturer's instructions.

B. **Ceramic Tile Floor**

Ceramic floor tile shall be Marazzi Montanga Cortina 12x12 with coordinating 6" ceramic cove base. Color to be approved by LMHA. New ceramic tile to be installed in strict accordance with ANSI specification A108.3 and Tile Council of America F113 latest editions using latex Portland cement mortar. Provide expansion and control joints where shown on the drawings and where otherwise recommended by the tile Council of America. For each installation method as outlined by EJ711 C.O.F. to meet or exceed .60 (wet/dry) as required by the ceramic tile institute. Provide Laticrete 245 on Durock waterproof membrane over existing floor. Prepare existing floor as required by the membrane manufacturer.

C. **Ceramic Tile Shower Surround**

Ceramic tile shall be Marazzi Montanga Cortina 6x6. Ceramic tile to come with all associated trim pieces including coves, outside corners, inside corners and transition pieces. Color to be approved by LMHA. Provide new Durock waterproof membrane in surround. Membrane to return up 12" high at all walls (provide reinforcing mesh at all wall returns). Provide Durock cement board substrate. The contractor is responsible for all substrate penetration as required by the membrane manufacturer. Provide Laticrete 254 for ceramic tile bond coat and Latapolyx 2000 epoxy grout.

D. **Carpet Tiles**

All carpet shall be of first quality manufacture. No seconds will be acceptable. The carpet shall be equal in all aspects to:

Manufacturer: Shaw

- Brand: Philadelphia
- Style: Sound Advice
- Style Number: 54288
- Color: 88200 Make it Work
- Construction: Textured Loop
- Pile Yarn Type: 100% Solution Q Nylon
- Dye Method: Solution Dyed
- Gauge: 1/10
- Stitches Per Inch: 7
- Pile Height: 0.299"
- Pile Weight: 22 oz
- Finished Pile Thickness: 0.135
- Primary Backing: Polypropylene
- Secondary Backing: Polypropylene
- Width: 12'
- Total Weight: 52.12 oz/sq yd
- Density: 5,867 oz/cu yd
- Weight Density: 129,074 oz/cu yd
- ASTM E-648 Radiant Panel: Class 1

- NBS Smoke Chamber Test: Less than 450 (flaming)
- Static Propensity: Less than 3.5 K.V.
- Warranty: Ten Year Quality Assurance, Ten Year Commercial Stain Warranty

E. Carpet Tile Installation

Perform all substrate preparation procedures in strict accordance with the carpet and adhesive manufacturer's recommendations. Surfaces to receive carpet must be free of dirt, solvents, oil, grease, paint, plaster, moisture and other substances detrimental to proper performance of adhesive and carpet. Install all carpet and accessories per the manufacturer's directions. Carpet shall be installed in strict accordance with manufacturer's written instruction. Carpet tile shall be installed wall to wall except where indicated on the plans. Carpet edges shall be installed tightly together to form seams without gaps, fit neatly to walls, columns, registers, adjacent flooring, abutting surfaces, etc. Remove adhesive promptly from the face of the carpet. Proper edge molding shall be used at carpet transitions. Upon completion of the installation remove all waste materials, tools and equipment. Before final acceptance thoroughly vacuum the entire floor surface using commercial vacuums.

F. Vinyl Base

Johnsonite Millwork vinyl base in the Delineate profile. To be primed and painted, color as selected by LMHA.

G. Vinyl Base Installation

All voids at intersection of wall and floor line must be filled, flush with finish wall face, to provide solid backing for installation of vinyl base. Fill must be continuous plaster, wood or solid fiber material, but, in all cases, must fill the full height and length of the void.

H. Stair Treads

To be carpeted in broadloom to match carpet tile as specified.

Davis Bacon Applicability

Depending on the site location and type of work being performed, Contractors may be required to adhere to the provisions of the Davis Bacon Act (DBA). As such, Contractors shall be required to pay applicable worker's prevailing wages for work performed at all applicable locations to include all public housing development locations for work that involves construction related tasks.

Contractors are notified that LMHA expects (but does not guarantee) that all issued Task Orders may fall under the requirements of DBA. Upon the need for a Task Order, the Contractor shall be asked for a price proposal to include the current, applicable wage rates at that time and provide LMHA a Task Order quote. Once approved, the Contractor shall be required to submit weekly Certified Payrolls for all applicable workers (including all laborers and mechanics) during the Task Order contractual period.

Where applicable, the contractor is responsible for obtaining weekly certified payrolls from his Sub-contractors. Failure to do so may hold up payment.

GENERAL INFORMATION

Introduction

Lucas Metropolitan Housing Authority is a metropolitan housing authority organized and existing under the Ohio Revised Code Section 3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulation under Title 24 of the Code of Federal Regulation.

LMHA is governed by a five (5) person Board of Commissioners, appointed pursuant to the above - cited statute. The President and Chief Executive Officer controls the daily operations.

The mission of LMHA is that "Housing is vital to our past, present and future! We create quality housing opportunities and build communities through collaborative partnerships. While stimulating economic growth, we empower individuals and develop the neighborhoods of tomorrow for the people of today."

LMHA owns and manages approximately 2,700 public housing units and administers 4,391 federal Housing Choice rental assistance vouchers. The Housing Choice Voucher Program has achieved high performer status.

LMHA is committed to a goal of thirty-five percent of all contract funds being awarded to Minority Business Enterprises (MBE). The firms submitting proposals are encouraged to include MBE participation to the maximum extent possible.

Green Procurement

LMHA is committed to purchasing products and services that meet the local, state, and national environmental goals. Purchasing preference (whenever feasible) will be given to products that:
Decrease greenhouse gas emissions or are made with renewable energy;

Decrease the use of toxins detrimental to human health and to the environment;

Contain the highest possible percentage of post-consumer recycled content (a finished material that would normally be thrown away as solid waste at the end of its life cycle, and does not include manufacturing or converting wastes);

Limit air, land, and/or water pollution;

Reduce the amount of waste they produce;

Are reusable or contain reusable parts (rechargeable batteries, refillable pens, etc.); or

Are multifunctional (i.e., scanner/copier/printers, multipurpose cleaners) and serve to decrease the total number of products purchased.

If feasible, preference will also be given to suppliers who offer environmentally preferable products, who work to exceed their environmental performance expectations, and who can show documentation of their supply-chain impacts.

LMHA hopes to engage producers and suppliers of products and services it uses to utilize business practices that reduce negative environmental impact.

OSHA Hazard Communication Standard

The Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (29CFR 1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. To comply with this requirement, Lucas Metropolitan Housing Authority has developed a list of all the hazardous chemicals known to be present in our facility. A Safety Data Sheet (SDS) is also on file for each of the chemicals and / or hazardous substances. This information is available to you and to your employees upon request.

To protect the safety and health of our own employees, contractors/supplies must provide (upon request) an SDS on any hazardous chemical (s) or material (s) which they bring into the facility. Failure to provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.

Each employer is also responsible for notifying any subcontractor they employ regarding the requirements of OSHA Hazard Communication Standard and other provisions described in this notice.

Each contractor is responsible for identifying conditions where Personal Protection Equipment (PPE) is required, and they are to furnish the necessary filtering face pieces, gloves, masks, eye protection, coveralls, steel toed shoes or any other type of gear that will keep their employees safe from a hazardous condition.

AFFH Compliance

The parties agree to affirmatively further fair housing. For purposes of the AFFH rule, the duty to “affirmatively further fair housing” means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.

LMHA Reservation of Rights

LMHA reserves the right to:

- Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- Not to award a contract pursuant to this RFP.
- Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- Determine the days, hours and locations that the successful proposal(s) shall provide the services called for in this RFP and the right to increase or decrease sites and locations as LMHA desires.

- Retain all proposals submitted and not permit withdrawal for a period of 90 days after the deadline for receiving proposals without the written consent of LMHA.
- Negotiate the fees proposed by the bidder entity.
- Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- Have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
- Make an award to multiple proposals (including joint ventures).
- Select a proposal(s) for specific purposes or for any combination of specific purposes
- To defer the selection and award of any proposer(s) to a time of LMHA's choosing.
- At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the nahro.economicengine.com Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document or by reviewing the RFP received via email, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform LMHA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by LMHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve LMHA, but not the prospective proposer, of any responsibility pertaining to such issue.
- LMHA reserves the right to withhold payment of invoices if in their opinion the work is not completed to Agency satisfaction.
- Cancellation of the ensuing contract may be done at any time for unsatisfactory work, untimely service, or any other reason deemed necessary by LMHA.

Contractor Right to Debriefing and Protests

It is LMHA's policy to resolve all procurement and 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. HUD will only review protests in cases involving violations of Federal law or regulations or failure of the Authority to review a complaint or protest.

Any actual or prospective contractor may protest the solicitation or award of a contract only for serious violations of the principles of LMHA's Statement of Procurement. All protests shall be in writing. If the protest is regarding the solicitation, the notice of protest must be received prior to the solicitation deadline. If the protest is regarding award, the notice of protest must be received within ten (10) business days after the issuance of the award notice. 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. LMHA shall issue a decision as expeditiously as possible after receiving all relevant information requested.

Upon the conclusion of the solicitation period and issuance of the Award Notice, Offerors shall have the right to a debriefing. The request for a debriefing meeting must be made within ten (10) days of the date listed on the 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.

Vendor Disclosures

Vendor must provide disclosure of any pending or threatened court actions and/or claims against the Vendor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

Conflict of Interest

No vendor will promise or give to any LMHA employee anything of value that could influence that employee in their decision on awarding contracts. No vendor will try to influence an employee of LMHA to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

Applicable Statutes, Regulations and Orders

Proposer(s) shall comply with all statutes, rules, regulations, and executive orders affecting procurements by Housing Authorities, including Copeland "Anti-Kickback" Act (18 USC 874), Fair Labor Standards Act (29 USC 201 et Seq.), etc. A full list may be obtained from the Procurement Department.

Record Retention Policy

Contractor shall retain all books, documents, papers and records pertaining to an awarded contract for three (3) years after final payment and all other pending matters are closed.

Proof of Insurance for Contractors and Vendors

Workers' Compensation:

1. LMHA requires that contractors and vendors supply LMHA with a current Workers' Compensation Certificate.
2. LMHA requires that the Workers' Compensation Certificate be valid for the term of the contract.
3. Contractors and vendors will immediately provide verification of coverage for the contract term.

General and Commercial Liability:

1. Contractor agrees to name **LMHA** as an **additional insured** on its general and commercial liability policy, which shall be primary to LMHA's general liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work.

2. These policies shall also be primary to and non-contributory to LMHA's General Liability policy.
3. Contractors and subcontractors shall name LMHA as an additional insured on their General Liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work.
4. Contractor and subcontractor shall indemnify LMHA, to the fullest extent provided by law, for any and all claims arising out of the contractor's and subcontractor's performance of this contract.
5. Contractor and subcontractor shall provide proof of General Liability insurance coverage with combined single limit for bodily injury and property damage not less than \$1million per occurrence. (2 million for armed guard services)
6. LMHA reserves the right to request a copy of the contractor's and subcontractor's full insurance policies and applicable endorsements.
7. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

Insurance Automobile Liability:

Contractors and subcontractors shall provide proof of Automobile insurance of owned and non-owned vehicles used on the sites or in connection therewith for combined single limit for bodily injury and property damage not less than \$500,000 per occurrence.

Indemnity:

Contractors and vendors agree to indemnify LMHA, to the fullest extent provided by law, for any and all claims arising out of their performance of the contracts.

Processing:

LMHA's Manager of Procurement shall be responsible for obtaining proof of the listed above documents and ensuring that LMHA contracts have the appropriate indemnifications.

Vendor Examination of the RFP

Vendors are expected to be familiar with the entire RFP. The vendor is expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP.

If a vendor discovers any mistakes or omissions in the RFP they must notify LMHA's Contact Person in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency for the RFP.

Changes to RFP

LMHA may make changes to this RFP by addendum, which shall be posted at <https://nahro.economicengine.com>.

Availability of Funds

This RFP and all agency contracts are contingent upon the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The vendor will be notified at the earliest possible time. LMHA is not required to compensate the vendor for any expenses incurred as a result of the RFP process.

Non-Appropriation Clause

The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment or other services performing similar functions and services.

Termination

LMHA reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of LMHA. If terminated, LMHA will notify the contractor of the termination in writing by certified mail, return receipt requested, and shall pay contractor for services rendered prior to contractor's receipt of the Notice of the Agreement Termination.

Holidays

LMHA recognizes the following holidays as vacation days for its employees:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr.'s Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
	New Year's Eve

TERMS & CONDITIONS

The RFP and the commitments made in the selected proposal will be contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract will incorporate the requirements of the RFP, the vendor's proposal, and all other agreements that may be reached.

The proposer shall be responsible for the execution of the project/program and contract requirements.

If subcontracting shall be involved in this contract the proposer shall clearly describe the responsibilities of each party and the assurances of the performance, you offer. The subcontractor will be a responsible contractor, having a business license and a license to perform the work for which he is subcontracting. The subcontractor must provide a certificate of insurance with the same criteria as the proposer. LMHA reserves the right to final approval of the use of a subcontractor.

The successful vendor's proposal, this RFP, HUD documents and other applicable addenda will become part of the final contract and will merge into the contract.

Contract Period – Funding & Invoicing

Contracts shall be for a 15-month period with the option for three (3) additional one-year extensions solely at the discretion of LMHA. Requests for payment shall be subject to the requirements of HUD 5370. LMHA payment terms are N30. Payment by LMHA is made within 30 days of receipt of invoices and any required documentation.

All invoices require the following mandatory submittals for approval:

- Purchase Order Number
- Date of Service
- Property Name
- Service Address
- Description of Service(s) Provided
- Who ordered the service (dept or name)
- Invoice Number
- Invoice Date

Additionally, all invoices require electronic submittals for approval. Please adhere to the below submission procedure.

Go to LMHA website – www.lucasmha.org , select “*Business Partners*” at the top, *Doing Business with LMHA*. The first menu item is Vendor Invoice Submission, click on ‘Vendor Invoice Submission Portal’, and fill out the cover sheet. Attach your invoice to the cover sheet. Make sure that you have a purchase order number.

Invoices not submitted as directed above will result in delay of payment.

Confidentiality & Security

Any vendor that has access to confidential information will be required to keep that information confidential.

SUBMITTING PROPOSALS

Preparation of Proposal

Proposals must provide a clear picture of the vendor's qualifications to provide the services required in the RFP. The vendor should respond to the RFP instructions and requirements. The proposal must include all costs that relate to the responses submitted.

All proposals become the property of LMHA to use. All proposals will be considered public information and will be open for inspection.

All Proposers will be evaluated on a point system for technical and price factors. Proposers shall submit, as a part of the proposal package, evidence of the following:

- Evidence of the proposer's experience in providing services to other public housing agencies or similar public entities as described herein.
- Proof of the proposer's qualifications to include copies of all licenses and certifications of staff that may be assigned to work for LMHA.

The Proposer is solely responsible for submitting all documentation to substantiate those items listed above. Failure to submit adequate documentation may result in a lower score or no points awarded for that item. Proposers are encouraged to expand on the information required.

Proposal Cost

The cost of creating proposals is the responsibility of the vendor and shall not be chargeable to LMHA. The vendor must guarantee the pricing listed in the proposal will remain in effect for a minimum of 365 days after the proposal submission date.

False or Misleading Statements

Proposals containing false or misleading statements may be rejected.

Vendor Representative's Signature

An officer of the Respondent, who is legally authorized to enter into a contractual relationship on behalf of the Respondent, must sign the submission package, and Respondent(s) must affix the organization's corporate seal to these documents. In the absence of a corporate seal, a Notary Public must notarize the submission package signature. The signature must indicate the title or position the individual holds in the vendor's organization.

Delivery of Proposals

An electronic PDF file is to be submitted to the attention of “Sherry Tobin, Manager, Procurement & Contracts”.

The above link can also be found by going to our website – www.lucasmha.org , select “*Business Partners*” at the top, then Procurement under *Doing Business with LMHA*. Under *Open Solicitations & Bids*, click on ‘*Submit a Proposal*’, and fill out the cover sheet. Attach your PDF proposal to the cover sheet.

The completed submission package must be received by the time and date listed on the cover of this RFP. Proposals received after the deadline will not be considered. Submissions delivered by any other method (to include U.S. Mail, courier or fax) will not be accepted.

All vendors must carefully review their final proposals. Once the file has been opened, proposals cannot be changed; with the exception that LMHA may request information or respond to inquiries for clarification purpose only.

All vendors submitting a proposal must agree to honor the terms and conditions contained herein for the life of the contract.

Proposal Details

The detailed proposal must include information as follows:

1. Submission Contents:

The proposal shall be divided into sections, as follows;

- Section A – Letter of Transmittal
- Section B – Organization
- Section C – Statement of Qualifications and Experience
- Section D – Supporting Materials
- Section E – Scope of Services
- Section F – Cost Proposal
- Section G – MBE/WBE Participation
- Section H – References
- Section I – Exhibits

Acceptance and Rejection of Proposals

LMHA reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of LMHA staff, LMHA President and Chief Executive Officer, as well as LMHA’s Board of Commissioners shall be final.

Withdrawal of Proposal

Proposals may be withdrawn by written request dispatched by the Respondent in time for delivery in the normal course of business prior to the proposal due date and time. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of proposal data after such documents are opened.

Evaluation and Award of Contract

The Competitive Negotiation Process will be used to select the agreement award, beginning with the highest ranked firm. LMHA reserves the right to negotiate an agreement with individual (s), firm (s), or organization (s) that provide the greatest benefit to LMHA, not necessarily the lowest price. Firms in the competitive range may be required to be interviewed by the evaluation panel.

LMHA will select the respondent that is the most advantageous to LMHA based upon the evaluation criteria stated herein. LMHA reserves the right to negotiate price and other factors with any acceptable respondent.

LMHA reserves the right to waive any minor irregularity or technicalities in the proposals received. LMHA reserves the right to award without discussion (s) and may make an award to multiple vendors. The Request for Proposals selective process will involve the ranking of proposers by the appointed LMHA evaluation committee. Once the proposals have been evaluated, LMHA will negotiate with the Respondent (s) who fall within the competitive range. Fees for these services will be a negotiation factor as well as any other relevant factor identified by the evaluation committee.

Initial Proposal Review

The review process will be conducted in two parts. The preliminary review will consist of a review to be sure the proposal meets the minimum requirements (and mandatory conditions) specified in the RFP. If they do not, they will be rejected.

Proposals in response to the RFP must meet the following requirements:

- **The proposal must be received electronically as indicated in the RFP no later than the time and date listed on the cover of this proposal.** Proposals not received at the designated address by the specified date may be rejected.
- Proposal signed by authorized vendor representative.
- Proposals that pass this initial review will be considered a valid proposal and will move on to the final review. Those that do not will be filed as rejected.

Final Review

- All valid proposals will be reviewed, evaluated, and rated by the Review Committee. The Review Committee will be composed of LMHA staff.

- The Review Committee will evaluate each proposal against the criteria in the RFP. During the review, the Committee may request additional information from the vendor. Such information requests and vendor's responses must always be in writing.
- All qualified proposals shall be reviewed by the Review Committee using the included evaluation criteria sheet. The number of evaluation points for each section varies according to the value assigned for that aspect of the program.

The Review Committee members may request information from sources other than the written proposal to evaluate vendor's programs. Other sources of information may include oral presentations by vendors, written responses to clarifying questions posed by the Review Committee, vendor's history/experience in providing similar services, and contacting the references that the vendor has provided.

Review Committee member rating sheets will be used to focus discussion. The final composite Evaluation Rating Sheet that includes the prioritized vendor's rankings will be maintained on file by LMHA. The end result of the review process is a prioritized list from best to least.

Written notification will be made to all vendors who submitted a proposal. In awarding the contract, LMHA's evaluation will include, but will not be limited to:

- Criteria for the Stage 1 review;
- Strength and stability of the vendor to provide the requested services;
- Ability to meet the project/program time lines;
- Overall responsiveness and completeness of the proposal as well as the likelihood that, in LMHA's opinion and at LMHA's discretion, the proposal best meets or exceeds LMHA's specifications;
- Scope of service being proposed;
- Customer references;
- Cost of proposed service;
- Any other factors considered relevant by LMHA and demonstrated by the proposal or investigation by LMHA; and
- Experience with a similar project/program of comparable size and scope

Responsive proposers will be notified of their non-selection after the preferred vendor is notified. If the successful vendor fails to execute the contract, LMHA may award the contract to another vendor whose proposal met the requirements of the RFP and any addenda. The period of time within which such an award of the contract may be made shall be subject to the written agreement between LMHA and the vendor.

Contractor Selections

LMHA reserves the right to make an award based solely on the respondent or to negotiate further with one or more contractors. The contractor selected for the award will be chosen on

the basis of the greatest benefit to the Authority, not necessarily on the basis of the lowest price.

EVALUATION CRITERIA

The selective process will involve the ranking of proposals by the appointed LMHA evaluation committee.

Evaluation criteria to be used in reviewing proposals and their respective weights are as follows:

General Evaluation Criteria Point Value (Total: 100 Points Maximum)

Max Value	FACTOR DESCRIPTION
25	No. 1: Capacity, Demonstrated Quality of Performance and Past Record of Professional Experience in undertaking assignments similar to those described in the Scope of Services. The proposer’s Technical Capabilities (in terms of personnel, equipment and materials, and certifications).
25	No. 2: Completeness of Proposal and Demonstrated Grasp of Performance Expectations of services to be performed under Scope of Services.
35	No. 3: Itemized Proposal Budget (price) to provide the services required.
15	No. 4: Qualifications of the staff who will provide services including resumes, licenses, educations, client and business references, government, non-profit and housing authority experience, and technical expertise in the areas requested per the scope.
Max Value 100	Total Points (Other than Section 3 Business Preference of Compliance Points)

Section 3 Requirements

Section 3 requirements apply to all projects and activities funded in whole or in part with covered funds. If any HUD funding is used for the project/activity, then the entire project budget is then subject to Section3 requirements.

Section 3 requirements do not apply to any agreement or contract for the purchase of supplies and materials only.

It is LMHA’s policy to achieve Section 3 goals by providing opportunities in one or more of the following areas:

A. Training and Employment Opportunities for Section 3 Residents

When the Section 3 regulation is triggered by the need for new hires, LMHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to hire Section 3 residents amounting to at least 30% of the aggregate number of full-time new hires.

When hiring opportunities are offered and all requirements are met and remain equal, LMHA, contractors and subcontractors shall direct their efforts to hire Section 3 residents in the order of priority preference provided below:

1. Residents at the housing development where the work is being performed (Category 1 residents).
2. Residents of other LMHA public housing developments and holders of housing choice vouchers (Section 8 rent assistance) managed by LMHA (Category 2 residents).
3. Other Section 3 area residents (Category 4 residents).

B. Contracting Opportunities for Section 3 Business Concerns

When the Section 3 regulation is triggered by the need for subcontracting a portion of the work to another business, LMHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to subcontract:

1. **Building Trades:** At least 10% of the total dollar amount of all Section 3 covered contracts or purchase orders for building trades work, maintenance, repair, modernization, or development of public housing to Section 3 business concerns.
2. **Other contracts (Non-building trades):** For other Section 3 covered contracts or purchase orders that are not building trades work covered above, the goal is to subcontract at least 3% of the total dollar amount to Section 3 business concerns. This includes professional service contracts such as legal, architects, engineers, consultants, or any other contract or purchase order for services that are not building trades.

Self-Certification of Section 3 Residents and Section 3 Business Concerns

To receive preference as a Section 3 resident or Section 3 business concern, the resident or business must self-certify that they meet the eligibility requirements. (see Section 3 Form #4 and Section 3 Form #2, respectively).

Contractor Responsibilities in meeting Section 3 goals

All contractors are held to the same Section 3 compliance requirements of LMHA as stated in its Section 3 policy. The LMHA Section 3 policy states that when the Section 3 regulation is triggered by a need for new hires or by a need to subcontract a portion of the work, every effort within the contractor's disposal must be made to the greatest extent feasible to direct all available employments, training, and contracting opportunities to Section 3 residents.

Contractors must also proactively facilitate compliance with Section 3 subject to the definition of a Section 3 covered contract. Contractors will have fulfilled their responsibility when they

can provide evidence that the following have occurred in the case of hiring, contracting, solicitation and recruitment effort:

1. Extra or greater efforts in notifying Section 3 residents of opportunities through posting job openings in the offices of procurement, in the local media and on the LMHA website;
2. Conveying that the hiring/contract work is a Section 3 Covered opportunity in any advertisement for bids / proposals by placing the following language in each advertisement/public notice and website “This job is covered under the requirements of Section 3 of the HUD Act of 1968”.
3. Notifying subcontractors in each pre-bid meeting of the Section 3 requirements.
4. Providing “Section 3 Resident Self-Certification Forms” for employment at the contractor/subcontractor business offices.
5. Encouraging the training of Section 3 residents by the subcontractors.
6. Facilitating an opportunity or job fair for the contractor and subcontractor to meet interested Section 3 residents for possible employment.
7. Documenting actions taken to comply with Section 3 requirements including all results and impediments using the LMHA prescribed mechanism or form.
8. Posting all job sites funded by LMHA with a location or phone number of whom and how to apply for any opportunities for employment, training or contracting. The sign should be no smaller than a 24” x 24” and should specifically read “This project is covered under Section 3 of the HUD Act of 1968 which requires that any new opportunities be directed to low- and very low-income persons in the community. Please contact _____ at _____ for information on any Employments, Contracting and Subcontracting opportunities.
9. Distributing or posting flyers advertising positions to be filled.
10. Notify the local workforce development board about open positions.

Other Economic Opportunities to achieve Contractor Compliance

A contractor may provide one or more of the following “other economic opportunities” under this section:

1. Training and Employment: A detailed plan for training should be described in a written narrative and provided for LMHA review. Contractors seeking to provide training may identify a qualified training firm that has the proper experience working with low-income and public housing residents in particular. The contractor will procure the training/firm individual at its expense to provide direct recruitment and solicitation to LMHA residents for employment related training. Verification of the agreement between the contractor and training firm/individual must be provided to LMHA’s Section 3 Compliance Coordinator.
2. Other Results-Oriented Economic Opportunities: Other Results -Oriented Economic Opportunities are programs designed to provide economic

opportunities to Section 3 residents, including, but not limited to: Section 3 joint ventures, teaming agreements or combination of other economic opportunities. A contractor must submit to LMHA a plan detailing these “Other Results-Oriented Economic Opportunities” and receive an approval prior to implementation.

Section 3 Forms

Form #1: Section 3 Clause Acknowledgement - This is a mandatory form that is completed and returned by all contractors answering a solicitation.

Form #2: Section 3 Business Self-Certification Form – This form is to be submitted by a Section 3 Business that is seeking preference.

Form #3: Contractor Section 3 Assurance of Compliance and Action Plan – This mandatory form (6 pages) is to be returned with an action plan, list of subcontractors, and an outreach plan. Part 3 of the form is to be used by businesses who do not anticipate triggering Section 3 regulations and both boxes in Part 3 must be initialed.

Form #4 Section 3 Resident Self-Certification and Skills Data Form – this form can be returned if you are a Section 3 resident seeking preference, or it can be used during the interview and application process when hiring for a Section 3 Covered project.

Section 3 Business Concern Preference Point Value (Total: 5 Points Maximum)

Preference means, if at any time a contractor should bid or issue a response to a Request for Proposal (RFP) or Request for Qualifications (RFQ), and your price and qualifications or proposal are equal to any Non-Section 3 Business Concern, you will receive Preference in that contract award. Preference points shall be added to the total number of available rating points.

Preference Chart:

Max Value	SECTION 3 BUSINESS PREFERENCE PARTICIPATION FACTORS
5	Resident-Owned Business Concern Entity – A Business Concern that is 51% or more owned by Section 3 Resident(s). A Business claiming Section 3 status, because at least 30% of their permanent full-time employees are Section 3 residents; or within three years of the date of employment with the business concern were Section 3 residents. Or a joint venture with Resident-Owned Business concern.
3	Direct hiring of Section 3 residents. Supporting documentation required.
1	A Business Concern that provides evidence of a commitment to subcontract in excess of twenty-five (25%) of the total dollar award of all subcontracts to qualified business concerns.
Max Value 5	Section 3 Business Preference Participation Bonus Points

Total Evaluation Criteria Point Value – General Evaluation Criteria AND Section 3 Bonus Points (Total: 105 Points Maximum).

Non-Section 3 Business Concerns Compliance Requirements

Non-Section 3 Business Concerns are required by LMHA to remain compliant with Section 3 for the life of the proposed contract. In compliance with 24 CFR 135 (Appendix, Section III., Item 3, iv), contract awards in competitive bidding processes such as a Request for Proposal (RFP), Request for Qualifications (RFQ), or Invitation for Bids (IFB) shall be made to the responsible firm whose proposal is most advantageous with respect to Section 3.

The following are contractor compliance points applied when evaluating bids/proposals received as the result of an RFP, RFQ or IFB selection. Compliance points shall be added to the total number of available rating points. Compliance chart below:

Max Value	SECTION 3 COMPLIANCE OPTION SELECTION FACTORS
5	Direct hiring of Section 3 residents. Supporting documentation required. (Certified Payroll)
3	Joint venture with LMHA resident-owned business.
1	Contractor provides training opportunities. Supporting documentation required.
Max Value 5	Section 3 Compliance Option <u>Bonus</u> Points

PROPOSAL FORMAT

An electronic PDF file, properly indexed, complete with table of contents and clearly noted Sections; inclusive of an executive summary are to be submitted to the attention of “Sherry Tobin, Manager, Procurement & Contracts” via the instructions listed under “Delivery of Proposals” section of this RFP. The file must be labeled with the Respondent’s name, and RFP title, and RFP number.

To simplify the process for evaluating proposals, and to assure each proposal receives the same review; all proposals must be submitted electronically in the following format. Proposals must contain all the items listed here.

Proposals must be indexed corresponding to the following format and lettering:

TABLE OF CONTENTS

SECTION (A) – LETTER OF TRANSMITTAL

A letter of transmittal (preferably on letterhead) bearing the signature of an authorized representative of the firm and the name(s) of the individual(s) authorized to negotiate services and costs with LMHA. Authorized individual contact information, including phone number and email address shall be included within this letter.

SECTION (B) – ORGANIZATION

Information about the company: size, structure, history and any relevant certifications as a Minority-owned or Disadvantaged Business Enterprise

SECTION (C) – STATEMENT OF QUALIFICATIONS AND EXPERIENCE

1) The Offeror should describe the qualifications of staff to be assigned to the Project.

Descriptions should include:

- Project team make-up (only include resumes of staff to be assigned to the project.)
- Assigned Project Manager (the main liaison/contact person for LMHA).
- Overall supervision to be exercised (including if subcontractors will be used and in what capacity).
- Professional Licenses or credentials held by team members.
- If any subcontractors are used, then all aforementioned information should be provided about each potential subcontractor.

2) Experience - List assignments within the past two (2) years that best demonstrate the proposer's competence to perform work similar to the required Scope of Services, including:

- Description of project and key participants started and completed
- A brief narrative of the project Contact Person

SECTION (D) – SUPPORTING MATERIALS

Provide materials that the proposer deems useful to further assist the Evaluation Panel in determining qualifications. Please provide a sample of your work including but not limited to sample reports, schedule, etc.

SECTION (E) – SCOPE OF SERVICES

State specifically your intended practices addressing the materials in the “Scope of Services.” Please cite previous examples of providing such services and your organization’s commitment to meeting or exceeding the expectations and duties set forth.

SECTION (F) – COST PROPOSAL

All submissions MUST include a fixed price for the services described in the scope of services (in addition to any other requested itemized costs). Complete the attached “Price Proposal Form” and submit under this section, Section F, within your proposal.

SECTION (G) – MBE/WBE PARTICIPATION

The proposal should include percentage participation of MBE/WBE of the firms that comprise the proposer’s team. LMHA has established an administrative goal of 35% utilization of disadvantaged and historically underutilized businesses for performance of the work under this procurement.

SECTION (H) – REFERENCES

Contractors shall completely fill out the attached “Reference Release Form.” Contractors shall provide a minimum of three (3) forms and sign the top of each, giving LMHA authorization to check their references. Contractors **MUST** sign the top of the form and completely fill in the section titled “REFERENCE” for a minimum of three (3) companies/organizations; therefore, a minimum of three (3) forms shall be placed under Section H by the Contractor. These forms shall be sent by LMHA via email or via fax to the Contractor’s reference so that the Contractor’s performance can be rated. If the Contractor has performed work for LMHA, only ONE (1) of the reference release forms may be addressed to an LMHA staff person.

SECTION (I) – EXHIBITS

(Exhibit 1) Complete and return Level of Interest Form at earliest opportunity.

(Exhibits 2-8) All other required information is set forth by each of the following exhibits.

Please index and label each exhibit individually as noted below **and** notarize if required.

(Other) **Any remaining attachments are for your information only and NOT to be returned.**

Exhibit (1) – Level of Interest Form (*Complete and return promptly*)

Exhibit (2) – Proposal Request Form (*return*)

Exhibit (3) – Non-Collusive Affidavit and Disclosure Statement (*return*)

Exhibit (4) – Contractor/Vendor Qualifications Statement (*return*)

Exhibit (5) – Section 3 Forms (*Complete and notarize*) (*return*)

Exhibit (6) – Contractor’s Certificate Concerning Equal Employment Opportunities (*return*)

Exhibit (7) – Reference Release Forms (Complete the top portion and the section titled **Reference** for **each** reference. A minimum of 3 forms **MUST** be placed under Section H) (*return*)

Exhibit (8) - HUD Form 5369-B /Instructions to Offerors (Non-Construction) (*return*)

Attachment A - HUD Form 5370-C/ General Conditions for Non-Construction Contracts (Part II)

Attachment B – Davis Bacon Wage Determinations for Residential and Building.

Attachment C – Subcontractor Listing Form



Lucas Metropolitan Housing Authority
201 Belmont Avenue
Toledo, Ohio 43604
419-259-9400 Fax 419-254-3495
TDD 419-259-9529
www.lucasmha.org

LEVEL OF INTEREST
Flooring Installation Services - Request for Proposals

RFP #18-R009

GAUGE LEVEL OF INTEREST: So that we may gauge the level of interest in this Request for Proposal; if you have not previously done so, please advise us as to whether, or not, you anticipate delivering to us a submittal in response to this RFP. Please complete information below and **return via email or fax** (stobin@lucasmha.org).

Thank you for your interest in doing business with the LMHA and we look forward to receiving a submission from your company.

Sherry Tobin
Manager, Procurement & Contracts

ACKNOWLEDGEMENT:

- Will Submit
- No Submission Currently Due To:
 - I cannot comply with Specifications
 - I cannot meet delivery requirements
 - Other: _____
- I do desire to be considered on future procurement contact lists. I have registered with your Vendor Registration List at the LMHA website (“Procurement”; then “Vendor Registration”)
- I do NOT desire to be considered on future procurement contact lists

Authorized Signature

Date

Company

Printed Name

E-Mail Address



Lucas Metropolitan Housing Authority
201 Belmont Avenue
Toledo, Ohio 43604
419-259-9400 Fax 419-254-3495
TDD 419-259-9529
www.lucasmha.org

Price Proposal Form

Offeror: <hr/> <hr/> <hr/>	Terms: N30 Proposal Expiration Date: _____
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To Whom It May Concern:

We are currently developing a program of vendor sources. Therefore, we would appreciate a proposal from you on the service listed within the Request for Proposals (RFP) #18-R009 / Flooring Installation Services. Please forward this Price Proposal Form and all required documentation requested via the instructions listed under "Delivery of Proposals" section of this RFP. Use an additional sheet if necessary. Indicate when your price proposal shall expire.

Thank you,

Sherry Tobin
Manager
Procurement & Contracts
Lucas Metropolitan Housing Authority
stobin@lucasmha.org

Qty	U/M	Service Description	Four Stories or Less	Five Stories or Above
1	SF	Remove and replace cut-pile broadloom and pad		
1	SF	Remove and replace level loop broadloom		
1	SF	Remove and replace carpet tiles		
1	SF	Remove and replace vinyl composition tile		
1	SF	Remove and replace vinyl sheet		
1	SF	Remove and replace rubber tile		
1	SF	Remove and replace ceramic tile		
1	SF	Remove and replace vinyl plank		
1	LF	Remove and place vinyl base		
1	LF	Remove and replace ceramic base		
1	LF	Remove and replace stair treads		
1	Hour	Hourly rate to perform floor preparation/repair when needed		

Price Proposal Form

Company Name: _____

Federal I.D. # _____ Phone #: _____ Date: _____

Authorized Signature: _____

Title: _____

Email: _____

Contractor/Vendor Qualification Statement
(Page 1 of 2)

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attached a brief biography/resume of the company, including the following information:
(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Other (Specify): _____%

WMBE Certified _____ by _____ Certification Number: (Agency): _____
 (NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

 Signature Date Printed Name Company

Contractor/Vendor Qualification Statement
(Page 2 of 2)

- (8) Federal Tax ID No.: _____
- (9) [APPROPRIATE JURISDICTION] Business License No.: _____
- (10) State of _____ License Type and No.: _____
- (11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.
- (17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

Section 3 Requirements

Section 3 requirements apply to all projects and activities funded in whole or in part with covered funds. If any HUD funding is used for the project/activity, then the entire project budget is then subject to Section 3 requirements.

Section 3 requirements do not apply to any agreement or contract for the purchase of supplies and materials only.

It is LMHA's policy to achieve Section 3 goals by providing opportunities in one or more of the following areas:

A. Training and Employment Opportunities for Section 3 Residents

When the Section 3 regulation is triggered by the need for new hires, LMHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to hire Section 3 residents amounting to at least 30% of the aggregate number of full-time new hires.

When hiring opportunities are offered and all requirements are met and remain equal, LMHA, contractors and subcontractors shall direct their efforts to hire Section 3 residents in the order of priority preference provided below:

1. Residents at the housing development where the work is being performed (Category 1 residents).
2. Residents of other LMHA public housing developments and holders of housing choice vouchers (Section 8 rent assistance) managed by LMHA (Category 2 residents).
3. Participants in Youthbuild programs being carried out in the metropolitan area in which Section 3 covered assistance is expended (Category 3 residents).
4. Other Section 3 area residents (Category 4 residents).

B. Contracting Opportunities for Section 3 Business Concerns

When the Section 3 regulation is triggered by the need for subcontracting a portion of the work to another business, LMHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to subcontract:

1. **Building Trades:** At least 10% of the total dollar amount of all Section 3 covered contracts or purchase orders for building trades work, maintenance, repair, modernization, or development of public housing to Section 3 business concerns.
2. **Other contracts (Non-building trades):** For other Section 3 covered contracts or purchase orders that are not building trades work covered above, the goal is to subcontract at least 3% of the total dollar amount to Section 3 business concerns. This includes professional service contracts such as legal, architects, engineers, consultants, or any other contract or purchase order for services that are not building trades.

Self-Certification of Section 3 Residents and Section 3 Business Concerns

In order to receive preference as a Section 3 resident or Section 3 business concern, the resident or business must self-certify that they meet the eligibility requirements. (see Section 3 Form #4 and Section 3 Form #2, respectively).

Contractor Responsibilities in meeting Section 3 goals

All contractors are held to the same Section 3 compliance requirements of LMHA as stated in its Section 3 policy. The LMHA Section 3 policy states that when the Section 3 regulation is triggered by a need for new hires or by a need to subcontract a portion of the work, every effort within the contractor's disposal must be made to the greatest extent feasible to direct all available employments, training, and contracting opportunities to Section 3 residents.

Contractors must also proactively facilitate compliance with Section 3 subject to the definition of a Section 3 covered contract. Contractors will have fulfilled their responsibility when they can provide evidence that the following have occurred in the case of hiring, contracting, solicitation and recruitment effort:

1. Extra or greater efforts in notifying Section 3 residents of opportunities through posting job openings in the offices of procurement, in the local media and on the LMHA website;
2. Conveying that the hiring/contract work is a Section 3 Covered opportunity in any advertisement for bids / proposals by placing the following language in each advertisement/public notice and website "This job is covered under the requirements of Section 3 of the HUD Act of 1968".
3. Notifying subcontractors in each pre-bid meeting of the Section 3 requirements.
4. Providing "Section 3 Resident Self-Certification Forms" for employment at the contractor/subcontractor business offices.
5. Encouraging the training of Section 3 residents by the subcontractors.
6. Facilitating an opportunity or job fair for the contractor and subcontractor to meet interested Section 3 residents for possible employment.
7. Documenting actions taken to comply with Section 3 requirements including all results and impediments using the LMHA prescribed mechanism or form.
8. Posting all job sites funded by LMHA with a location or phone number of whom and how to apply for any opportunities for employment, training or contracting. The sign should be no smaller than a 24" x 24" and should specifically read "This project is covered under Section 3 of the HUD Act of 1968 which requires that any new opportunities be directed to low- and very low income persons in the community. Please contact _____ at _____ for information on any Employments, Contracting and Subcontracting opportunities.
9. Distributing or posting flyers advertising positions to be filled.
10. Notify the local workforce development board about open positions.

Other Economic Opportunities to achieve Contractor Compliance

A contractor may provide one or more of the following “other economic opportunities” under this section:

1. **Training and Employment:** A detailed plan for training should be described in a written narrative and provided for LMHA review. Contractors seeking to provide training may identify a qualified training firm that has the proper experience working with low-income and public housing residents in particular. The contractor will procure the training/firm individual at its expense to provide direct recruitment and solicitation to LMHA residents for employment related training. Verification of the agreement between the contractor and training firm/individual must be provided to LMHA’s Section 3 Compliance Coordinator.
2. **Other Results-Oriented Economic Opportunities:** Other Results -Oriented Economic Opportunities are programs designed to provide economic opportunities to Section 3 residents, including, but not limited to: Section 3 joint ventures, teaming agreements or combination of other economic opportunities. A contractor must submit to LMHA a plan detailing these “Other Results-Oriented Economic Opportunities” and receive an approval prior to implementation.

Section 3 Forms

Form #1: Section 3 Clause Acknowledgement - This is a mandatory form that is completed and returned by all contractors answering a solicitation.

Form #2: Section 3 Business Self-Certification Form – This a form to be submitted by a Section 3 Business that is seeking preference.

Form #3: Contractor Section 3 Assurance of Compliance and Action Plan – This mandatory form (6 pages) is to be returned with an action plan, list of subcontractors, and an outreach plan. Part 3 of the form is to be used by business who do not anticipate triggering Section 3 regulations, and both boxes in Part 3 must be initialed.

Form #4 Section 3 Resident Self-Certification and Skills Data Form – this form can be returned if you are a Section 3 resident seeking preference, or it can be used during the interview and application process when hiring for a Section 3 Covered project.



Section 3 Form #1: SECTION 3 CLAUSE ACKNOWLEDGEMENT

Economic Opportunities for Low- and Very Low-Income Persons (Section 3, HUD Act of 1968; 24 CFR 135)

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

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

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

I have read and understand these requirements of this Section 3 funded project:

Business Name: _____

Business Address: _____

Print Name: _____

Signature

Date

Section 3 Form #2: SECTION 3 BUSINESS SELF-CERTIFICATION FORM



<p>Please return this form to the following address:</p> <p><i>Martice Bishop Lucas Metropolitan Housing Authority 201 Belmont Avenue Toledo, OH 43604-0477</i></p>	<p>LMHA's Section 3 Self Certification</p> <p>For assistance completing the certification form, please email: <i>Martice Bishop at MBishop@lucasmha.org</i></p>
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Section 3 Business Criteria: Your business is eligible for Section 3 Business Certification if it meets any one of the following criteria. Please note that the definition of Section 3 qualified person is on Section 3 Form #3, "Section 3 Resident Self-Certification Form."

- 1. Fifty-one percent or more of your business is owned by a Section 3 resident or residents.
- 2. Thirty percent or more of your permanent, full-time employees are Section 3 residents.
- 3. You can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to Section 3 businesses: (a) that are fifty-one percent or more owned by public housing residents or (b) that has thirty percent or more of their permanent, full-time employees as public housing residents.

Section 3 Business Certification Statement: I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to Lucas Metropolitan Housing Authority that all of the information on this form is true and correct. I understand that it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business concern status. I also understand that failure to complete this form completely and accurately may result in debarment or other administrative remedies available to HUD, and criminal or civil penalties under federal, state, and local laws.

- My business is a Section 3 business in accordance with the standard checked above under Section 3 Business Criteria.
- My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name		
Address		
Telephone Number		
Type of Business: (Check One): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other		



Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 1 of 7)

PART I-- Purpose: To ensure that regulations promulgated under 24 CFR Part 135 “Economic Opportunities for Low- and Very Low-Income Persons” is met, LMHA has developed and approved a Section 3 Policy for LMHA. Information on specific compliance with Section 3 is found in LMHA’s Section 3 Policy, or in the regulations at 24 CFR Part 135.

This form, along with all related required documents included shall serve as the ‘assurance of compliance’ certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by LMHA.

Name of Business: _____

Business Address: _____

Contract Name/Solicitation #: _____

Total amount of Bid: _____

PART II: PRIOR COMPLIANCE CERTIFICATION

I am certifying that my business has complied with the HUD Section 3 regulations in its past HUD contracts/purchase orders.

Signature/Title

Print Name

Date

PART III: IS SECTION 3 TRIGGERED BY THIS CONTRACT?

IF CONTRACTOR DOES NOT ANTICIPATE TRIGGERING THE SECTION 3 REGULATIONS, YOU MUST INITIAL BOTH BOXES BELOW:

I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

I do not anticipate subcontracting any portion of the work on this contract.

If you checked both boxes, do NOT check any other boxes or select any other options on this form! Review all other pages and execute the attestation and notarized signature on page 7 Form #3.

IMPORTANT: IF THIS CHANGES AT ANY POINT DURING YOUR CONTRACT, YOU MUST IMMEDIATELY CONTACT YOUR LMHA CONTRACT CONTACT AS WELL AS LMHA SECTION 3 Compliance Coordinator, Martice Bishop: MBishop@lucasmha.org

Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 2 of 7)

PART IV: CONTRACTING/SUBCONTRACTING NEEDS:

If you plan to subcontract, please list the proposed subcontractors and amounts below. Attach a Section 3 Business Concern Self-Certification form for each Section 3 Business identified.

Subcontractor Name	Work to be performed (Building trade or other type of work)	Are they Section 3 Business? Yes/No	Contract Amount	% of Total Contract

Use an additional sheet if required

Total amount to be sub-contracted to Section 3 Business Concerns: \$ _____

Percentage of total \$ value of bid/contract: _____

IMPORTANT: Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to Section 3 business concerns and shall immediately contact your LMHA contract contact as well as LMHA Section 3 Coordinator.

Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 3 of 7)

PART V: WORKFORCE NEEDS AND HIRING PLAN

Preliminary Statement for Workforce Needs: LMHA intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and business concerns during the course of your contract funded by LMHA via its contractors. Please list the status of all planned employment position and opportunities for this contract. **Preference for all opportunities must be given to low- and very low-income residents if they qualify. If awarded a contract, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute new hires. You are hereby notified that you must notify LMHA or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. Anticipated workforce list may be provided on a separate sheet or in a different format.**

1. List Job Title/Trade	2. Total # of Employees Needed to complete Scope of Work by Job Title	3. Total # from Current Staff	4. Of the total # in column (3), how many are Section 3 Hires within the past 3 years?	Total # of New Hires Needed (Column 2 – Column 3)	Total # of New Hires expected to be Section 3 Residents
TOTALS					

Use an additional sheet if required

PART VI. OTHER REQUIREMENTS

Outreach Plan:

Check all methods you will employ to hire Section 3 residents. Posting the position in community sources that are generally available to low-income residents and the general public is a standard requirement.

Check at least three (3) other methods you will employ:

- The local community newspaper(s)
- The most widely distributed newspaper
- LMHA website
- LMHA properties management offices in a conspicuous location
- Homeless service agencies
- Local HUD-supported housing communities
- Local Workforce Board
- Other locations as approved by LMHA
- Email blast residents on LMHA Section 3 Resident List
- Post notices on social media controlled by LMHA

Documentation of “To the Greatest Extent Feasible”:

The contractor will work with LMHA Section 3 Coordinator and other designated staff to notify residents of any opportunities afforded under the contract. The contractor will collaborate with LMHA by giving preference of any employment opportunities to the Section 3 persons or business concerns.

The contractor and subcontractor(s) shall recruit or attempt to recruit from LMHA’s Section 3 area, based on the priority order in LMHA’s Section 3 Plan, the necessary number of low-income and very low-income residents through documentation of their efforts and of any impediments to comply. LMHA’s contractors and subcontractors shall:

1. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise qualified and if a vacancy exists.
2. Review and consider the Section 3 Resident List provided by LMHA prior to making new hires. If those hired are not Section 3 residents, or are in a lower preference category, the Contractor must explain in writing the qualifications that those on Section 3 Resident List lacked, or other reason for non-hire (e.g., job offer declined).
3. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.

Review and determine if low-income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority-hiring list and offered positions upon the occurrence of the first available appropriate job opening.

Recordkeeping:

The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from subcontractors, etc., in connection with this contract. If there is a report that is needed as part of the submission, you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records to LMHA, its staff, or agents.

Reports:

The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The contractor will certify that any vacant employment positions, including training positions, that filled...

- (1) after the contractor is selected but before the contract is executed; and
- (2) with persons other than Section 3 residents

...were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Other Economic Opportunities:

If a contractor has demonstrated that it has no need or plans to subcontract or hire, and can demonstrate that it has attempted, to the greatest extent feasible, to hire/contract Section 3 residents and/or contractors, it has fully complied and may move forward and secure non-Section 3 persons or firms.

If a contractor does not trigger the requirements of Section 3 but chooses to offer other economic opportunities such as training, mentoring, or business development for Section 3 residents of LMHA, it may offer to do so in a thorough written plan to the Section 3 Coordinator. These opportunities must be described in a written plan on how the contractor will offer other economic opportunities expressing the outreach, number of persons to be affected, and outcomes.

A contractor that has a need to hire or sub-contract may not use other economic opportunities as a substitute to attempt to meet hiring or contracting goals; the contractor must still demonstrate how it attempted to the greatest extent feasible, to meet the goals.

Grievance and Compliance:

The contractor or sub-contractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

SECTION 3 CONTRACT COMPLIANCE CURE AND TERMINATION PROCESSES (p. 6 of 7)

This language is a component of contract compliance with the work contractors and sub-contractors including developers respond to in LMHA solicitations. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms 5370-C or 5370 C1 as may be applicable.

All contractors claiming a Preference in contracting by meeting any of the three Preference requirements including a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of contract award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through contract execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with LMHA Section 3 Action Plan.

LMHA shall execute these remedies to achieve compliance in this order:

- A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail from LMHA notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance.
- B. If at any time a contractor fails to bring the contract into compliance, LMHA must withhold all future payments until the contract is in compliance.
- C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to LMHA why it cannot meet compliance. LMHA must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If LMHA deems the cause to be unacceptable, at its option, LMHA can extend the cause period one time for up to 5 days to allow the contractor to identify and secure other compliance options, or
- D. If the contractor fails to take any corrective action to bring the contract into compliance within seven (7) business days from the most recent notice of non-compliance, or LMHA does not accept any of the contractor's corrective plans or justifications for non-compliance, LMHA must terminate the contract immediately. **All funds due to the contractor shall be held** and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement.

Any contractor claiming to meet Section 3 compliance by committing to hire residents, fund training itself **shall meet compliance within seven (7) calendar days of contract start** or LMHA shall halt all payments to the contractor and its sub-contractors related to the agreement and the actions listed in steps A-D in this Section shall apply.

Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 7 of 7)

ATTESTATION:

I attest that the above information is true and correct and that by signing below, the Contractor hereby agrees to comply with Section 3 requirements.

Name of Prime Contractor: _____

Name of Authorized Officer: _____

Title of Authorized Officer: _____

Signature

Date

NOTARY REQUIRED

STATE:

COUNTY:

I, the undersigned a Notary Public in and for said authority and in said State, hereby certify that, _____, whose named as _____ (Title) of _____ (Company) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____ (Officer Title), and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20__.

Notary Public My Commission Expires: _____ {SEAL}



Section 3 Form #4-- SECTION 3 RESIDENT SELF-CERTIFICATION AND SKILLS DATA FORM (Page 1 of 2)

The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

Printed Name of Individual: _____

My home address is (must be a street address and NOT a P.O. Box number):

Street Address _____ Apt Number _____ City _____ State _____ Zip _____

Phone #: _____ **Email Address:** _____

I certify that I am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident below:

To qualify as a Section 3 Resident, you must meet one of the following standards:

1. Be a public housing resident or a Housing Choice Voucher program participant (Section 8 rent assistance voucher) managed by LMHA; OR
2. Be a low income or very low income person who resides in the service area where Lucas Metropolitan Housing Authority serves including the total service area in Lucas County Ohio, Monroe County Michigan, Fulton County Ohio and Wood County Ohio with the exception of the city of Bowling Green is located and whose total household income does not exceed the following amounts:

Table of Adjusted Median Income for Lucas Metropolitan Housing Authority

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	34,450	39,400	44,300	49,200	53,150	57,100	61,050	64,950

(Check all that apply):

I am a public housing resident (Name of housing development: _____)

I am a Section 8 rent assistance participant with LMHA (have a Housing Choice Voucher)

I live in the service area of the Housing Commission (Lucas Metropolitan Housing Authority)

My total annual household income is \$_____ and there are a total of _____ people living in my household.

Section 3 Form #4-- SECTION 3 RESIDENT SELF-CERTIFICATION AND SKILLS DATA FORM (Page 2 of 2)

- Graduated High School or GED Yes No
- Read & Speak English Fluently Yes No
- Graduated College, Trade, or Technical School Yes No

Please list degree or certifications: _____

Check the Skills, Trades, and/or Professions you have been employed in or contracted to do for others:

- | | | | | |
|---|--|--|---|--|
| <input type="checkbox"/> Drywall Hanging | <input type="checkbox"/> Drywall Finishing | <input type="checkbox"/> Interior Painting | <input type="checkbox"/> Framing | <input type="checkbox"/> Welding |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Electrical | <input type="checkbox"/> Interior Plumbing | <input type="checkbox"/> Siding | <input type="checkbox"/> Metal/Steel Work |
| <input type="checkbox"/> Cabinet Hanging | <input type="checkbox"/> Door Replacement | <input type="checkbox"/> Trim/Carpentry | <input type="checkbox"/> Heavy Equipment Operator | |
| <input type="checkbox"/> Exterior Plumbing | <input type="checkbox"/> Exterior Framing | <input type="checkbox"/> Stucco | <input type="checkbox"/> Construction Cleaning | |
| <input type="checkbox"/> Concrete/Asphalt Work | <input type="checkbox"/> Roofing | <input type="checkbox"/> Landscaping | <input type="checkbox"/> Fencing | <input type="checkbox"/> Window/Door Repl. |
| <input type="checkbox"/> Telephone Customer Service | <input type="checkbox"/> Personal Care Aide | <input type="checkbox"/> Receptionist | <input type="checkbox"/> Teaching/Training | |
| <input type="checkbox"/> Sales | <input type="checkbox"/> Data Entry | <input type="checkbox"/> Cleaning | <input type="checkbox"/> Administrative/Clerical | |
| <input type="checkbox"/> Driver's License | <input type="checkbox"/> Commercial Driver's License (CDL) | | | |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | | | |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | | | |

I am interested in: **Training opportunities** **Employment Opportunities** **Both**

I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to Lucas Metropolitan Housing Authority that all of the information on this form is true and correct. I attest under penalty of perjury that my total household income and household size is as shown above, and that proof of this information may be requested in the future. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I also understand that failure to complete this form completely and accurately may result in other administrative remedies available to HUD. Finally, I authorize Lucas Metropolitan Housing Authority to include my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me.

Signature

Date

LUCAS METROPOLITAN HOUSING AUTHORITY

I attest that the above information is true and correct.

Print Name

Title

Date

Signature

(STATE OF OHIO

_____ COUNTY)

I, the undersigned authority, A Notary Public in and for said County in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing conveyance, he/she in his/her capacity as _____, and with full authority, executed the same voluntarily for and as the act of said Business entity.

Given under my hand and official seal, this ____ day of _____, 20 ____.

Notary Public

My commission Expires

LUCAS METROPOLITAN HOUSING AUTHORITY
Reference Release Form

I, being _____ of _____
give LMHA authorization to check our company's previous performance.

AUTHORIZING SIGNATURE: _____

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE/FAX NUMBERS/EMAIL ADDRESS:

PROJECT NAME AND/OR REFERENCE NUMBER:

BELOW SECTION TO BE COMPLETED BY REFERENCE

TECHNICAL PERFORMANCE

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Completion of major tasks/ milestones/ deliverables on schedule.							
Responsiveness to changes in technical direction.							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods.							

MANAGEMENT PERFORMANCE

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Overall communication with staff.							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to manage multiple and diverse projects/tasks from planning through execution.							
Ability to effectively manage subcontractors.							
Ability to accurately estimate and control cost to complete tasks.							
Overall performance in planning, scheduling, and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							

CUSTOMER SATISFACTION

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's overall management performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business-like and concerned with the interests of the customer?							

Total Dollar Amount of Contract:

Description of Work Performed By Contractor:

Additional Comments:

Would you use Contractor again?

_____ Y _____ N

Signature and Title of Respondent:

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

(ii) Any reasonable payment to a person, other than an officer or employee of a

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

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

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

1. Minimum Wages

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

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

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

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

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

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(ii)

(iii)

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

6. Contract Work Hours and Safety Standards Act

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

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

General Decision Number: OH180033 04/06/2018 OH33

Superseded General Decision Number: OH20170033

State: Ohio

Construction Type: Residential

County: Lucas County in Ohio.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	02/16/2018
2	04/06/2018

* ELEC0008-013 04/24/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 24.58	4%+11.94

ENGI0018-029 05/01/2017		

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 35.47	14.76

ENGI0066-026 06/01/2017		

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 22.08	19.66

LABO0265-004 06/01/2016		

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 20.40	12.4

PAIN0707-001 05/01/2012		

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 22.34	11.74

PLAS0109-006 06/01/2017		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.64	18.45

SHEE0033-039 07/01/2017		

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT & UNIT INSTALLATION).....	\$ 18.78	11.08

SUOH2012-011 07/20/2012		

	Rates	Fringes
BRICKLAYER.....	\$ 28.40	11.78
CARPENTER.....	\$ 19.03	10.14
LABORER: Common or General.....	\$ 27.58	10.20
OPERATOR: Backhoe/Excavator.....	\$ 25.25	9.38
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 29.49	11.16
PLUMBER.....	\$ 20.00	5.52
ROOFER.....	\$ 16.85	3.83

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: OH180109 04/20/2018 OH109

Superseded General Decision Number: OH20170109

State: Ohio

Construction Type: Building

County: Lucas County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/26/2018
2	02/02/2018
3	04/20/2018

ASBE0045-004 07/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.89	25.91

BROH0003-006 07/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 29.94	19.00
TERRAZZO WORKER/SETTER.....	\$ 30.67	14.54
TILE FINISHER.....	\$ 25.87	9.78
TILE SETTER.....	\$ 30.67	14.54

CARP0248-010 05/01/2014

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 28.22	17.77

CARP0351-002 05/01/2016

Rates Fringes

CARPENTER (Excluding Drywall
Hanging and Metal Stud
Installation).....\$ 28.63 19.51

ELEC0008-015 05/29/2017

Rates Fringes

ELECTRICIAN (Excludes Low
Voltage Wiring).....\$ 37.49 4.5%+19.63

* ELEC0008-016 08/28/2017

Rates Fringes

ELECTRICIAN: CABLE PULLER
(Voice/Data/Video).....\$ 12.00 4.5%

* ELEC0008-017 08/28/2017

Rates Fringes

ELECTRICIAN (Low Voltage
Wiring Only).....\$ 27.63 4.5%+12.79

ENGI0018-048 05/01/2017

Rates Fringes

POWER EQUIPMENT OPERATOR
Backhoe/Excavator/Trackhoe;
Crane.....\$ 35.59 14.76

ENGI0066-045 06/01/2017

Rates Fringes

POWER EQUIPMENT OPERATOR
Forklift.....\$ 28.87 19.66
Grader/Blade.....\$ 32.42 19.66
Mechanic.....\$ 32.92 19.66

IRON0044-020 06/01/2017

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 26.97 20.70

IRON0055-012 07/01/2017

Rates Fringes

IRONWORKER, STRUCTURAL
(Including Metal Building
Structural Frame Installation)...\$ 29.77 21.30

LAB00500-005 07/01/2017

Rates Fringes

LABORER
Common or General; Mason
Tender - Cement/Concrete....\$ 25.53 13.55

PAIN0007-004 07/01/2017

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 25.39	16.29
Fireproofers.....	\$ 26.39	16.29
Spray.....	\$ 26.39	16.29

PAIN0948-002 07/01/2017

	Rates	Fringes
GLAZIER.....	\$ 28.00	15.04

PLAS0526-017 06/01/2017

	Rates	Fringes
PLASTERER.....	\$ 27.15	15.16

PLAS0886-002 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.59	20.14

PLAS0886-008 07/01/2017

	Rates	Fringes
PAINTER: Drywall Finishing/Taping Only.....	\$ 28.59	20.14

PLUM0050-013 10/02/2017

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 40.60	25.17
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 40.60	25.17

ROOF0134-006 07/01/2017

	Rates	Fringes
ROOFER.....	\$ 26.41	19.15

SFOH0669-009 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.33	15.84

SHEE0033-048 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 31.55	29.59

* UAVG-OH-0021 01/01/2018

	Rates	Fringes
OPERATOR: Oiler.....	\$ 27.17	16.35

SUOH2012-090 08/29/2014

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 28.11	17.83
LABORER: Mason Tender - Brick...	\$ 18.39	11.04
LABORER: Pipelayer.....	\$ 23.98	8.58
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 30.26	12.58
OPERATOR: Bulldozer.....	\$ 28.07	11.15
OPERATOR: Loader.....	\$ 29.66	12.61
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 28.83	12.72
TRUCK DRIVER: Dump (All Types)...	\$ 24.32	11.73

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SUBCONTRACTOR LISTING

Contractor: _____ Date _____

Project Name: _____

BUSINESS NAME	ADDRESS	PHONE	TRADE	MINORITY *	SECTION 3 BUSINESS	CONTRACT AMOUNT

* DESIGNATE MINORITY GROUP HERE: BLACK, HISPANIC, ASIAN, AMERICAN INDIAN, WOMEN-OWNED. THE GOAL OF THE LMHA FOR MINORITY SUBCONTRACTOR PARTICIPATION IS 35%.