

SOLICITATION #RFP 19-R004

REQUEST FOR PROPOSALS FOR GRANT ADMINISTRATOR FOR JOBS PLUS

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1. REQUIREMENTS & SPECIFICATIONS

INTRODUCTION

The Lucas Metropolitan Housing Authority (LMHA) (hereinafter, also known as “the Agency”) is a public entity that was formed in 1933 to provide federally subsidized housing and housing assistance to low-income families, within the City of Toledo and Lucas County. LMHA is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. The President and Chief Executive Officer controls the daily operations.

Currently, LMHA owns and/or manages approximately 2,760 Public Housing and administers 4,391 federal housing choice vouchers rental assistance vouchers. The Housing Choice Voucher Program has achieved high performer status.

In keeping with its mandate to provide efficient and effective services, LMHA is now soliciting proposals from qualified, licensed, and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

The mission of LMHA is “To create and maintain sustainable, affordable housing opportunities, provide pathways to a better quality of life, and empower vibrant communities “.

The vision of LMHA is “To be a premier partner in creating communities of choice in the Greater Toledo Area”.

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.

RFP INFORMATION AT A GLANCE

[Table No. 1]

LMHA Procurement Manager LMHA Contracting Officer	Sherry Tobin; stobin@lucasmha.org Demetria M. Simpson
How to Fully Respond to this RFP by Submitting a proposal	As instructed within Section of this RFP documents, submit 1 original “hard copy” proposal, with 3 exact copies, preferably in a loose leaf type binder. An electronic copy may be requested at a later date.

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<p>Proposal Submittal location and deadline. Please submit your hard copy proposal to the LMHA corporate office</p>	<p><u>May 6, 2019 no later than 3:00 pm ET to:</u></p> <p align="center">Lucas Metropolitan Housing Authority 435 Nebraska Avenue Toledo, Ohio 43604</p> <p>(The hard copy proposals must be received in-hand and time stamped by the Authority no later than 3:00 pm ET, on this date.)</p>
<p>Pre-Proposal Conference Call:</p>	<p><u>April 25, 2019 at 11:00 am ET</u> Call-in #: 800-977-8002 Participant Code: 9950119#</p>
<p>Questions to be received by:</p>	<p>Questions will be received in writing no later than <u>12:00 pm on April 29, 2019.</u> Responses will be posted as an addendum and will be posted on the eProcurement Marketplace</p>
<p>Notice of Intent to Submit</p>	<p>It is suggested that interested companies submit a Notice of Intent to Submit a Proposal to procurement@lucasmha.org <u>by May 3, 2019 with the subject "Notice of Intent"</u>. By indicating your intent to submit a proposal you will receive direct updates and clarifications to the RFP in addition to any addendum posted.</p>

2. **SCOPE OF WORK (SOW):** Lucas Metropolitan Housing Authority (LMHA) is seeking proposals from individuals or organizations qualified and experienced to provide program services for the implementation of a Jobs Plus Initiative (JPI) Grant. In March of 2019, the Department of Housing and Urban Development (HUD) awarded LMHA a \$2.3 million grant to assist Ravine Park Village and Birmingham Terrace public housing residents attain employment and achieve long-term financial stability.

Contractors must demonstrate their experience and ability to provide the requested services in their proposal. Program services shall be implemented at the Ravine Park Village and Birmingham Terrace Housing Communities for LMHA public housing residents. Services to be provided shall include but may not be limited to; Comprehensive Case Management; Workforce Development; Employment and Job Training; Outreach and Engagement; Community Support for Works; Services Coordination; Tracking and Reporting; and Evaluation and Sustainability.

2.1 REQUIRED EXPERIENCE: The Contractor must demonstrate their experience and ability to provide the requested services in their proposal. Program services shall be implemented at the Ravine Park Village and Birmingham Terrace Communities for LMHA public housing residents. Services to be provided shall include but are not limited to: Comprehensive Case Management; Workforce Development; Employment and Job Training; Outreach and Engagement; Community Support for Works; Services Coordination; Tracking and Reporting; and Evaluation and Sustainability.

JPI provides an opportunity to utilize evidence-based strategies to advance employment outcomes and increase earnings for public housing residents. JPI consists of the following three core components:

2.1.1 Employment-Related Services:

HUD mandates that grantees partner with the Workforce Development entity in their respective cities. Ohio Means Jobs is the workforce development entity for the City of Toledo and Lucas County, Ohio. HUD encourages grantees to partner with other job centers to offer multiple employment-related services for residents with a range of employment needs.

2.1.2 Financial Incentives:

JPI must implement a financial incentive for program participants, known as the Jobs Plus Earned Income Disregard (JPEID). This component will neutralize any rent increase due to rising earned income for Jobs Plus participants, removing a major disincentive to employment.

2.1.3 Community Supports for Work:

Implementation of a robust engagement strategy is key for involving residents in the targeted development and creating a working community. Engagement is more than signing up. Sustained involvement in the program leading to residents' ownership of their own growth and experiences, as well as that of peers, will yield continued benefits for both participants and future residents of the development beyond the grant period.

It is LMHA's intent to contract with a proven leader in supportive services to implement, coordinate and deliver the day-to-day operations of the JPI with three core components at the center of the program.

JPI shall assist families in achieving employment-related and other self-sufficiency goals. JPI participants would be supported in their efforts to secure and retain jobs, and to actualize positive long-term financial stability and wealth accumulation. With case management support at the center of the program, LMHA believes residents will be

connected to various services, ranging from adult education and digital literacy, to job readiness and employment placement. In addition to pathways for increased earned income, residents will be connected to financial management and educational initiatives to focus on asset building. These incentives include: obtaining Earned Income Tax Credits, credit counseling, and establishing banking accounts. Resident earned income combined with the Jobs Plus Earned Income Disregard (JPEID) financial incentive, and Community Supports for Work (resident-to-resident engagement) will create an environment to facilitate success.

It is expected that the JPI will begin implementation on August 15, 2019 and will continue for approximately 48 months. All staffing and program design shall be completed prior to the implementation date. Office space and equipment will be provided by LMHA.

2.2 SCOPE OF SERVICES

The contractor shall have the necessary skills, organization, personnel and management to provide the following services:

2.2.1 Technical Assistance: The contractor shall have the necessary skills and experience to provide technical assistance and advisory skills specific to the Jobs Plus initiative. This will be part of the contractual duties of this RFP.

2.2.2 Staffing: Hire, supervise, and train staff to implement the JPI at both Ravine Park Village and Birmingham Terrace Public Housing units. The Contractor's staffing plan must include a minimum of two (2) case managers with the ability and skills to provide workforce development activities, three resident coaches with one coach being a "youth", and one part-time driver.

2.2.3 Case Management: Provide comprehensive case management, which shall include, job readiness, job training and supportive services, along with workforce development. In order to ensure the delivery of wrap-around supportive services, effective case management is a critical component of JPI. Case managers will be responsible for maintaining a caseload that can address the needs of the residents at Ravine Park and Birmingham Terrace.

Case management services must include methods to assess barriers to employment and refer residents to service providers that will assist in overcoming such barriers. The case management team will need to be equipped with the appropriate skill-set to address the needs of the target population and build trust. Establishing resident rapport will be important to the success of the program. Case management is expected to be individualized and integrated with efforts across JPI staff and service providers to assist residents with securing employment and progress towards self-sufficiency.

Case Management Services shall include at a minimum:

2.2.3.1 Intake:

Establish an intake process that will gather initial baseline information. The intake process should promote an open dialogue with residents and recommend further action.

Enroll qualified participants in JPI.

Complete an initial intake with each program participant.

2.2.3.2 Assessment:

The appropriate assessment(s) shall be completed at the entry point for each resident enrolled and/or referred to supportive services. Completed assessments should be utilized to assist JPI staff to create an Individual Training Development and Service Plan (ITDSP) for each participant. Assessments of each resident shall be performed annually.

2.2.3.3 Goal Setting:

Gather information during the intake and assessment to develop an ITDSP which will include specific goals for individual participants as well as for the family unit.

The ITDSP will address at a minimum the following: interest and motivation assessment, barrier checklist with solutions, skill assessment, job readiness, job placement plan, and retention/advancement plan.

2.2.3.4 Service Coordination:

LMHA has identified partners that will provide a variety of services. A list of the partners and committed services are detailed in the Service Provider Network Chart (See Appendix C). Additional partner(s) may need to be identified in order to fill potential service delivery gaps.

- I. Establish and utilize a Service Provider Network to create a pathway to job opportunities and supportive services.
- II. Oversee the performance of service providers including monitoring and ensuring the fulfillment of the terms outlined in partnership agreements where applicable.

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- III. Assist in the development of RFPs, MOUs, and contract needed in the selection and contracting of service providers.
- IV. Extend training opportunities, as needed for all JPI staff that will provide direct service support to individuals/families and technical assistance for partners that request additional training to support the JPI.
- V. Employment and Training
- VI. JPI will offer a range of employment, training and supportive services

The Contractor will be expected to coordinate with Ohio Means Jobs Lucas County to provide career, employment and training services to work-able adults and youth between the ages of 14-62. Participants must have access to all core services offered by Ohio Means Jobs Lucas County including, but not limited to: assessments, computer skills, job readiness and job searching. LMHA has entered into an MOU with Ohio Means Jobs Lucas County program, as required by the JPI application submittal. Prior to program implementation, LMHA will discuss and update the Ohio Means Jobs Lucas County staff on any specific program requirements, and recommend (if necessary), an addendum to the current MOU based on the work plan and executed grant agreement. Additionally, Ohio Means Jobs Lucas County will provide regular labor market data to assist with JPI program development and continuous improvement of training programs. Job placement outcomes will be most effective with the use of real-time data on job locations.

The Contractor will ensure that interested participants are connected to employment opportunities and are allowed access to services needed in order to meet the entry requirements of the Ohio Means Jobs Lucas County program.

2.2.3.5 Job Development:

Facilitate work experiences, on-the-job training opportunities, build and expand relationships with local employers. The Case Managers will create relationships with employers to connect JPI participants with employment opportunities and will ensure the best suited participants are placed with employers. Desired skill-sets include, but are not limited to: experience in networking, effective communication skills, and the ability to engage a diverse group of employers to meet the skill sets of the youth and workable adults enrolled in the JPI.

2.2.3.6 Outreach and Engagement

Conduct outreach and engagement strategies with eligible residents at Ravine Park and Birmingham Terrace communities. Strategies must include the following: kick-off events, flyers, notices and program brochures; conducting door-to-door visits with each resident household; mailings; phone calls; newsletters; email blasts; informational meetings with the property management staff; and recruitment of Community Coaches for peer-to-peer engagement.

The goals for outreach and engagement are as follows:

- I. Target all of the work-able adults for JPI.
- II. Provide 100% of the adults /families with information about specific job training and other available services.
- III. Conduct a one-on-one visit with 100% of the work-able adults/families.
- IV. Provide every household containing an unemployed adult with at least three or more recruitment tools during the grant period.

2.2.4 Community Supports for Work

One of the vital components of JPI is "Community Supports for Work". The goal of this component is to harness the knowledge and relationships of resident leaders to advance the employment goals of JPI. It involves recruiting, training, and supervising a small group of residents who encourage their neighbors both to use JPI services and to improve their employment situations. Mobilizing residents in this way will hopefully extend outward into the community by facilitating resident-to-resident engagement regarding program benefits and services.

The Contractor shall be responsible for identifying, hiring, training and supervising approximately three (3) community coaches each year, with one coach being under the age of 19 years old. Ideally, the coaches should rotate out to jobs in the area as a result of skills acquired as a JPI coach. The Contractor shall also be responsible for engaging partners and stakeholders in the Community Supports for Work component of the program.

2.2.5 Implementation Leadership Team

Provide services to assist with the development, facilitation and sustainability of the Advisory Board (formed with partners and stakeholders) and the Jobs Plus Working team. The Advisory Board and the Jobs Plus Working team (formed with staff and service delivery providers) will review the program during the grant implementation process and serve as part of the leadership team.

2.2.6 Data Tracking and Reporting

The progress of all program participants will be tracked, and data collected to ensure that grant goals and grant reporting requirements are met. The contractor shall:

- a) Provide case management tracking software and timely reports regarding the grant progress and outcomes. LMHA reserves the rights to require specific case management software.
- b) Enter all required data into the tracking software with the appropriate case file management system in place.
- c) Negotiate and sign data agreements with appropriate service providers to share and track data metrics. This agreement shall include data sharing with LMHA.
- d) Generate monthly, quarterly and annual program reports as required by HUD and LMHA.
- e) Provide Technical Assistance to LMHA staff with implementation, tracking and monitoring of the Jobs Plus Earned Income Disregard.

2.2.7 Evaluation and Sustainability

- a) At the end of each program year an overall evaluation of program goals and outcomes will be submitted by the contractor to LMHA for review.
- b) An evaluation report will be created to capture program milestones, modifications, partnerships and future outcomes, as well as any other information required by HUD and LMHA.
- c) Build relationships with sustainable partners.
- d) Support fundraising activities, which includes interfacing with potential foundations and other funders.
- e) Submit a sustainability plan to include capital and human resources at the end of grant year three (3).

2.2.8 Program Goals

The following table outlines the initial program goals. LMHA will be reviewing these goals and numerical data for submission to HUD. It is LMHA's understanding that the agency will be given an opportunity to make program goal adjustments with HUD approval.

[Table 2]

Goal	Minimum goal required by HUD by end of Year 4	Target for end of Year 1	Target for end of Year 2	Target for end of Year 3	Target for end of Year 4
1. # of Individuals Enrolled in JPEID	80% of the number of work-able adults in the development LMHA Goal: 100% enrolled	85	100	120	51
2. # of Individuals Assessed	65% of the number of work-able adults in the development LMHA Goal: 85% assessed	75	85	100	43
3. # of Individuals Provided with one or more Post-Assessment Services	60% of the number of work-able adults in the development LMHA Goal: 85% with one or more	75	85	100	43
4. Employment rate of work-able adults	110% of baseline employment rate LMHA Goal: 205% of baseline	10% increase from baseline	20% increase from baseline	30% increase from baseline	40% increase from baseline
5. Average yearly earnings of work-able adults	115% of baseline average earnings LMHA Goal: 122%	\$11,548	\$12,125	\$12,731	\$13,368

2.3 CONTRACTOR RESPONSIBILITIES AND MINIMUM REQUIREMENTS

2.3.1 Contractor Licensing and standards: The contractor will have the required experiences, licenses, insurances, financial stability, equipment and personnel needed to complete the work that they are bidding on. All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations, and in accordance to the JPI grant.

2.3.2 Contractor must have documented experience. Documented experience in providing case management services to persons with a wide range of needs including housing employment, and other self-sufficiency related issues.

2.3.2.1 Contractor must have document experience in administering large case management or social service programs.

2.3.2.2 Documented experience in coordinating with local, state and Federal social service program providers.

2.3.2.3 Documented experience with workforce development.

2.3.2.4 Understanding of earned income disregard.

2.3.3 Safety Standards: 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. In order 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.

2.3.3.1 In order to protect the safety and health of our own employees, contractors/supplies must provide (upon request) a 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.

2.3.3.2 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.

2.3.3.3 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, tie off on roofs, fall protection or any other type of gear or equipment that will keep their employees safe from a hazardous condition.

2.3.4 Unauthorized Sub-Contracting Prohibited: The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. All subcontractors must be disclosed prior to the start of the work. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO. 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.

2.3.5 Section 3 Applicability: This project will be subject to Section 3 requirements. Please see the attached overview in Section 9.

2.3.6 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.

2.4. PROOF OF INSURANCE FOR VENDORS AND CONTRACTORS

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 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.
These policies shall also be primary to and non-contributory to LMHA's General Liability policy.
2. 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.

3. 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.
4. 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.
5. LMHA reserves the right to request a copy of the contractor's and subcontractor's full insurance policies and applicable endorsements.
6. 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.

3. GENERAL INFORMATION

3.1 THE AUTHORITY'S RESERVATION OF RIGHTS

- The Authority 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).
- The Authority reserves the right to require additional information from any Respondent to assist in its evaluation. The information shall be submitted in the form required by the Authority within two (2) days of written request or the proposal shall be deemed non-responsive.
- 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 the scope or locations as LMHA desires.
- Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of LMHA.

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- Negotiate the fees proposed by the respondents.
- Cancellation of the ensuing contract may be done at any time for unsatisfactory work, untimely service, or any other reason deemed necessary by the LMHA.
- 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 proposer 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.
- LMHA reserves the right to withhold payment of invoices if in their opinion the work is not completed to Agency satisfaction.
- The Authority reserves the right to contact individuals, entities, or organizations that have had a business relationship with the respondent regardless of their inclusion in the reference section of the proposal submitted, including any previous business conducted with the Lucas Metropolitan Housing Authority or its affiliates.
- To defer the selection and award of any proposer(s) to a time of the 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

3.2 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;

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- 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.

3.3 CONTRACTOR RIGHTS TO DEBRIEF

It is the 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 the 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. The 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.

3.4 VENDOR DISCLOSURE

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.

3.5 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.

3.5.1 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Authority evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Authority evaluation committee.

3.6 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.

3.6.1 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.

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

3.7 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.

3.8 NON- APPROPRIATIONS 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.

3.9 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 EMAIL and shall pay contractor for services rendered prior to contractor's receipt of the Notice of the Agreement Termination.

3.10 HOLIDAYS:

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

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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

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

3.12 Public Records Law: Public Records Law: All bids/proposals submitted to LMHA are subject to the Ohio Public Records Law (O.R.C. 149.43 and the Sunshine Act [5 USC 522(b)] and may be subject to disclosure to the public. Information in proposals that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor, including citations from the Ohio Public Records Law or the Sunshine Act for the exemptions. Also, the contractor shall submit one hard copy and upon request, one electronic copy of its proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents to disclosure under public records laws.

4.0 TERMS AND CONDITIONS

4.1 Type of Contract: The evaluation of proposals submitted in response to this RFP shall 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, as well as the requirements of the JPI grant. The proposer shall be responsible for the execution of the project/program and contract requirements. If subcontracting is involved, the proposer must clearly define the responsibilities of each party. Failure to accept these obligations may result in cancellation of the award.

4.2 Contract Funding: Contracts shall be for a one-year period with the option for three (3) additional one-year extensions solely at the discretion of the LMHA, for a total of 48 months. This will be a fixed fee contract and there will be no contract modifications without prior approval from LMHA and HUD.

4.3 Invoicing: 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. At Minimum, Invoices Require:

- Purchase Order Number
- Date of Service
- Property Name

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- Service Address
- Description of Service(s) Provided
- Invoice Number
- Invoice Date

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

4.3.1 Invoicing procedures: Go to our 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. Direct your submittal to the person / department who ordered the work. Invoices not submitted as directed will result in delay of payment.

4.4 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFP:

4.4.1 Contract Form: The Authority will not execute a contract on the successful proposer's form of contract and contracts will only be executed on the Authority's form of contract and by submitting a proposal the successful proposer agrees to do so. See *Attachment L* for a sample LMHA contract.

4.4.2 Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

4.5 Fixed Fee Contract – The Authority intends to enter into a fixed fee contract. The budget for expected fees for Technical Assistance and Staffing is to be no more than 47% of the grant amount. There shall be no change orders without the prior approval of LMHA and HUD.

4.6 Assignment of Personnel: The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.

4.7 Termination: The Authority will only give one verbal notification to the contractor to cure deficiencies. A second notification to the contractor for deficiencies will be in writing and will clearly state that, if required, a third notification will result in termination.

5.0 PREPARING PROPOSALS

5.1: 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.

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

5.2 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.

5.3 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.

5.4 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.

5.5 False or Misleading Statements: Proposals containing false or misleading statements may be rejected.

5.6 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.

6.0 PROPOSAL FORMAT

6.0.1 Tabbed Proposal Submittal: The Authority intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the Authority will, as detailed within the following Section, consider factors other than just cost in making the award decision). Therefore, so that the Authority can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab

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reference also noted below. None of the proposed services may conflict with any requirement the Authority has published herein or has issued by addendum.

[Table No. 3]

Tab	Form	Description
1		A letter of transmittal (preferably on letterhead), bearing the signature of the 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 the letter.
1	Form of Proposal: <u>Attachment A</u>	This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
1	Form HUD 5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract; Attachment B</i>	This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
1	Profile of Firm Form: <u>Attachment C</u> And HUD 2992: <u>Attachment C.1</u>	This 2-page Profile of Firm Form must be fully completed executed and submitted under this tab as a part of the proposal submittal. Please attach resumes of principles and profile of the company. Form HUD 2922 <i>Certification Regarding Debarment and Suspension</i> must also be executed and submitted as part of the proposal submittal under this tab. Please include any relevant certifications such as Minority-owned or Disadvantaged Business Enterprise.
1	Proposed Services	Relevant experience, a brief history of providing similar services. A concise description of the firm’s managerial and financial capacity to deliver the proposed services. Size, structure of your company. Please describe your project team make-up (resumes), the assigned Project Manager, and any subcontractors that are to be used and in what capacity,
1	Professional References	The proposer shall submit a listing of 3 former or current professional references for which the proposer has performed similar or like services to those being propped herein within the last 2 years. You must reference any previous work performed for another Housing Authority. It is reasonable to assume the Authority will contact references. The listing at a minimum, is to

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		include: <ul style="list-style-type: none"> • The client’s name or business name, • The client’s contact name, • The client’s address, • The client’s telephone number and email address, • A brief description and scope of services, • The dates the services were provided
1	Proof of Licensing and certifications	The proposer must provide current proof of licensing requirements. The proposer shall provide the following certificates evidencing licensing and required certifications: <ul style="list-style-type: none"> • Registration with the State of Ohio • Copy of licenses / certifications required to perform the scope of services Note: upon award, a certificate of insurance with LMHA as the additional insured will be required
2	Price Proposal Form H	Proposed Pricing for Services to administer the Jobs Plus Initiative Grant as a fixed fee price, by year.
3	Section 3 Business Preference Documentation: Attachment D – D2	Every proposer is required to include and submit Section 3 documentation whether the proposer is claiming a Section 3 Business Preference or not. Any Proposer claiming a Section 3 Business Preference shall fully complete and execute the Section 3 Business Preference Certification Forms and any documentation required by those forms.
4	Equal Employment Opportunity Attachment I	The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
4	Level of Interest Attachment J	Level of Interest / Acknowledgement of Addendum
4	Attachment G-12	Disclosure of Lobby Activities SF-LLL
5	Other Information (Optional)	The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Authority in its evaluation. You may provide a sample of your work including but not limited to report, schedules, budgets, etc.

6.1 If no information is to be placed under any of the above noted tabs (especially the “Optional” or “If Applicable” tabs), please place there under a statement such as “NO INFORMATION IS BEING

PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” DO NOT eliminate any of the tabs.

6.1.1 Proposal Submittal Binding Method: It is preferable and recommended that the proposer bind the proposal submittal in such a manner that the Authority can, if needed, remove the binding (i.e. “comb-type;” etc.) or remove the pages from the cover

(i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.

7.0 DELIVERY OF PROPOSALS: Please submit your proposal as described in Section 6, Proposal Format. 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 (EMAIL or fax) will not be accepted.

7.1 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.

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

7.3 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. LMHA reserves the right to waive any minor irregularity or technicalities in the proposals received. 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.

7.4 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.

7.5 Submission Conditions: Do Not fold or make any additional marks, notations or requirements on the documents to be submitted! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; if such markings are made, the proposal may be deemed invalid. If after accepting a proposal, the Authority decides that any such entry has not changed the intent of the proposal, the Authority may accept the proposal as if the marks, notations or requirements were not entered on such.

7.6 Addendum: All questions and requests for information must be addressed in writing to the Procurement Manager (PM). The PM will respond to all such inquiries in writing by addendum posted to the Authority website at <http://www.lucasmha.org>. Offerors are responsible for ensuring they receive all addenda. During the RFP solicitation process, the PM will NOT conduct any *ex parte* (a substantive conversation "substantive" meaning, when decisions pertaining to the RFP are made—between the

Authority and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not contact the PM it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the PM may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the PM may more fairly respond to all prospective proposers in writing by addendum.

8.0 EVALUATION OF PROPOSALS: 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.

8.1 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. As long as they do not provide an unfair advantage to one contractor, and do not affect the price, it may be acceptable to request any missing documents after the opening of the proposals.

8.2 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.

8.3 The Review Process - Preliminary 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.

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

- **The proposal must be received 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 will 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.

8.3.2 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 particular aspect of the program.

8.3.3 Additional Information: 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, and vendor's history/experience in providing similar services.

8.4 Evaluation Review Criteria: 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.

8.4.1 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 timelines;
- 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

8.4.2 Responsive proposers will be notified of their non-selection after the preferred vendor is notified. (Written notification will be made to all vendors who submitted a proposal) If the successful vendor fails to execute the contract, LMHA may award the contract to another vendor whose proposal met the requirements

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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.

8.4.3 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)

[Table No. 4]

Max Value	FACTOR DESCRIPTION
50	No. 1: Demonstrated Quality of Performance and Past Record of Professional Experience in undertaking assignments similar to those described in the Scope of Services; to include timely and successful completion as verified by reference checks or other means, citing examples of multifamily housing with similar project completion in size and scope and possessing necessary staff, equipment & systems and knowledge.
20	No. 2: Completeness of Proposal and Demonstrated Grasp of Performance Expectations of services to be performed under Scope of Services.
20	No. 3: Itemized Proposal Budget (price) relative to project.
10	No. 4: The Managerial Capacity / Financial Viability of the firm including a concise description of its managerial and financial capability to deliver the proposed services
Max Value 100	Total Points (Other than Section 3 Business Preference of Compliance Points)

8.5 Evaluation Criteria: The evaluation panel will use both objective and subjective criteria to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal. The scores will then be averaged for each evaluation factor and then the weighted average score for each evaluation factor will be combined to calculate the overall score.

- 90 and above = Excellent**
- 80 and above = Above Average**
- 70 and above = Average**
- 69 and below = Below Average**
- 60 and below = Poor**
- 50 and below = Non-Responsive**

8.6 Potential "Competitive Range" or "Best and Finals" Negotiations: The Authority reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement

Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any and all interviews are at the sole discretion of the Authority

9.0 Section 3 Business Preference

9.1 Introduction. The purpose of this document is to, in simplified terms, explain to proposers, major components pertaining to the Section 3 Business Preference program required by the Agency's funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as "Preference."

9.2 What is Section 3?

9.2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including those communities served by the Agency. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the Lucas Metropolitan Housing Authority (hereinafter, "the Agency"), preference must be given to low- and very low-income persons residing in Lucas County, OH (Section 3 resident), or Section 3 business concerns.

9.2.2 *The requirements pertaining to Section 3 apply only to purchases and contracts the Agency completes for work—the requirements of Section 3 DOES NOT apply to purchases or contracts the Agency completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."*

9.2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.

9.3 What does the term "Section 3 resident" mean?

9.3.1 A "Section 3 resident" is:

9.3.1.1 A public housing resident of the Agency; or

9.3.1.2 A low- or very low-income resident of Lucas County, Ohio.

9.3.1.2.1 Low- and very low-income within Lucas County, Ohio is defined as residents within the following income levels for FY 2018 (Median Income = \$56,000):

[Table No. 5]

Income Limit Category	(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
Table of 2018 Adjusted Mean Income for Lucas Metropolitan Housing Authority								

9.4 What does the term "Section 3 business concern" mean?

9.4.1 A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:

9.4.1.1 It is 51% or more owned by a Section 3 resident; or

9.4.1.2 At least 30% of its full-time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or

9.4.1.3 Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications within the preceding 3.1.1 or 3.1.2.

9.5 Is participation in Section 3 optional?

9.5.1 Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the Agency will offer all bidders the option of a Preference.

9.5.2 In response to a competitive solicitation (this Invitation for Bids or IFB), bidders are not required to respond to the Agency with a claim of a Preference

(meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the bidder to be deemed non-responsive); however, if a bidder does claim a Preference, then the Agency will consider, investigate, and determine the validity of each such claim for a Preference.

9.5.3 Regardless of whether a bidder claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

9.6 Must a contractor receiving an award from the Agency take part in the Section 3 program?

9.6.1 The short answer is "Yes," as detailed following, each contractor must, "to the greatest extend feasible," take part in the program.

9.7 Section 3 Preference Claim, Training and Employment Opportunities: In order to claim preference, the bidder/proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to:

9.7.1 ___ Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

9.7.2 ___ Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

9.7.3 ___ Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

9.7.4 ___ Other section 3 residents.

9.8 Section 3 Preference Claim, Section 3 Business Concerns: The bidder/proposer hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:

9.8.1 ___ Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

9.8.2 ___ Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

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9.8.3 ___ HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

9.8.4 ___ Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

9.9 Potential Points for Section 3 Preferences / Participation

[Table No. 6]

PRIORITY CLAIMED (Mark "X")	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
	15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
	13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
	11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
	9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
	7 points		Priority V, Category 3: Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
	5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by

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			Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
	3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

9.10 Be aware that, as detailed within §135.38, the following Section 3 Clause will be a part of every applicable contract the Agency executes, and when a contractor executes the contract he/she is thereby agreeing to comply with the following:

The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in, substantial part by persons residing in the area of the Section 3 covered project.

9.11 Please refer to Attachments D (Section 3 Submittal Form) and D-1 (Section 3 Preference Explanation with Section 3 Clauses) and D-2 “Not Feasible” for further information.

1.00 Recap of Attachments

[Table No.7]

Attachment/Tab		Description
A	Tab 1 of Administrative Proposal	Form of Proposal [2 pages]
B	Tab 1 of Administrative Proposal	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> [2 pages]
C	Tab 1 of Administrative Proposal	Profile of Firm Form [2pages]
C.1	Tab 1 of Administrative	Form HUD 2922 – <i>Certification Regarding Debarment and Suspension</i> [2 pages]

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	Proposal	
D	Tab 2 of Administrative Proposal	Section 3 Forms
D-1	For Reference	Section 3 Explanation [8 pages]
D-2	Tab 2 of Administrative Proposal	Section 3 "Not Feasible to Participate" for use in Tab 2
E	For Reference	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i> [2 pages[]]
F	For Reference	The Authority's Instructions to Proposers & Contractors (SITPC) [23 pages]
G	For Reference	Sample LMHA contract [4 pages]
G-1, G-2	For Reference	Form HUD-5370-C1, <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i> and Form HUD-5370-C2 <i>General Conditions for Non-Construction Contracts Section I (With Maintenance Work)</i>
G-12	Tab 4	Disclosure of Lobbying Activities
H	Tab 3	Price Proposal Form ((Attachment H)
I	Tab 4	Equal Opportunity Employment [2 pages]
J	Tab 4	Level of Interest / Addendum Acknowledgement

2. Recap of Tables

[Table No. 8]

Table No.	Description
1	RFP Information At A Glance
2	Program Standards / Goals
3	Proposal Format
4	General Evaluation Criteria Point Values
5	Adjusted Mean Income / Section 3
6	Section 3 Preference Point Values
7	Recap of Attachments
8	Recap of Tables

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LEVEL OF INTEREST

Attachment J

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 or 419-254-3295).**

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 At This Time 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

<i>Authorized Signature</i>	<i>Date</i>	<i>Company</i>
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<i>Printed Name</i>	<i>E-Mail Address</i>
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LUCAS METROPOLITAN HOUSING AUTHORITY

REQUEST FOR PROPOSALS (RFP) No. R19-004, Grant Administrator for Jobs Plus

**FORM OF BID
(RFP Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the initial Step #1 "hard copy" tabbed bid submittal.)

(1) Instructions. Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" bid submittal submitted by the proposer. Also refer to Table No. 3 for supplemental information to be included with your proposal. Also, complete the following Statement's herein:

[Table No. 1]

"X" =		
Item Included	Tab No.	Proposal Submittal Item (one original signature copy of each document)
	1	Form of Bid (Attachment A)
	1	Form HUD-5369-C (Attachment B)
	1	Profile of Firm form (Attachment C)
	1	Form HUD 2992 (Attachment C-1)
	2	Attachment H Price Proposal Form
	3	Section 3 Business Preference Documentation (Attachment D, D-1 or D-2)
	4	Attachment I Equal Employment Opportunity
	4	Attachment J Level of Interest
	4	Attachment G-12

(2) SECTION 3 STATEMENT. Are you claiming a Section 3 business preference? Yes No If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 3, which priority are you claiming? _____.

(3) 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 Ohio, or any local government agency within or without the State of Ohio? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(4) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency?

Signature Date Printed Name Company

**FORM OF BID
(RFP Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the initial Step #1 "hard copy" tabbed bid submittal.)

Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(5) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any bidder that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(6) Non-Collusive Affidavit. The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said bid are true.

(7) Bidder's Statement. The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the Price Proposal Form, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or on the eProcurement Marketplace, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) pertaining to this RFP.

Signature

Date

Printed Name

Company

LUCAS METROPOLITAN HOUSING AUTHORITY

Certifications and Representations of Offerors

Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
 Hispanic Americans Asian Indian Americans
 Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans
- [] Asian Pacific Americans
- [] Hispanic Americans
- [] Asian Indian Americans
- [] Native Americans
- [] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**PROFILE OF FIRM FORM
(RFP Attachment C)**

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

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

(2) Name of Firm:

Telephone:

Fax:

Email:

(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 Ohio; (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 under Tab No. 5 a brief professional resume for each):

[Table No. 1]

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; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

[Table No. 2]

Name	Title

Signature _____

Date _____

Printed Name _____

Company _____

LUCAS METROPOLITAN HOUSING AUTHORITY

**PROFILE OF FIRM FORM
(RFP Attachment C)**

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

(7) Bidder Diversity Statement. You must mark all the following that apply to the ownership of this firm and enter where provided enter 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 Certification Number:
Certified by (What Agency):
(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

(8) Federal Tax ID No.:

(9) Local Business License No. (if applicable):

(10) State of Ohio License Type and No. (if applicable):

(11) Federal License Type and No. (if applicable):

(12) Worker's Compensation Insurance Carrier:
Policy No.:
Expiration Date:

(13) General Liability Insurance Carrier:
Policy No.
Expiration Date:

(14) Automobile Liability Insurance Carrier:
Policy No.
Expiration Date:

Signature Date Printed Name Company
LUCAS METROPOLITAN HOUSING AUTHORITY

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	

Section 3 Business Preference Submittal Form
(RFP Attachment D)

- 1.0 **Introduction.** This form must be fully completed, accompanied by all required attachments, for any bidder claiming a Section 3 Business Preference (hereinafter, "Preference").
- 1.1 This fully completed form and any attachments thereto, will become a part of any ensuing contract.
- 1.2 Each bidder shall mark an "X" where provided following for all that apply to his/her claim of a Preference.
- 1.3 The bidder shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "preference claim" will be accomplished. Failure on the part of the bidder to include any such required attachment fully explaining the claim of the bidder shall result in the Agency not considering the claim for a Preference (though the Agency may, if awarded, later require the bidder to submit the information to satisfy the Section 3 requirements of the ensuing contract).
- 2.0 **Current Section 3 Status.** The undersigned bidder hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the bidder has attached justifying documentation for each item following marked with an "X"):

2.1 It is 51% or more owned by a Section 3 resident(s):

[Table No. 1]

(1) Section	(2) Mark "X"* if Included	(3) Description
2.1.1		Agency resident lease
2.1.2		Evidence of participation in a public assistance program
2.1.3		Articles of Incorporation
2.1.4		Fictitious or Assumed Business Name Certificate
2.1.5		List of owners/stockholders and % of each
2.1.6		Latest Board minutes appointing officers
2.1.7		Organization chart with names and titles and brief functional statement
2.1.8		Partnership Agreement
2.1.9		Corporation Annual Report

Section 3 Business Preference Submittal Form
(RFP Attachment D)

2.2 ____ At least 30% of its full-time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

2.2.1 To justify this claim, please see the immediate following:

[Table No. 2]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income. Also attach proof of the income, such as a copy of the last tax return (please be sure to “black-out” all but the last 4 digits of the person(s) social security number), or other documentation showing receipt of public assistance.

Section 3 Business Preference Submittal Form
(RFP Attachment D)

2.3 ____ He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

[Table No. 3]

(1)	(2)	(3)
Name of Section 3 Firm Receiving the Subcontract	Total Amount of Subcontract(s)	Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

2.3.2.3 Proof of the income of the ownership of the Section 3 firm receiving the subcontract, such as a copy of the last tax return for the owner(s) (please be sure to “black-out” all but the last 4 digits of the person(s) social security number).

3.0 The undersigned bidder hereby declares:

3.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.

3.2 He/she is aware that if the Agency discovers that any such information is not true and accurate, such shall allow the Agency to:

3.2.1 NOT award the bidder a Preference; and

3.2.2 If the Agency deems such is warranted (e.g. in the case of submitting information the bidder knows to be untrue), declare such bidder to be nonresponsive and not allow the bidder to receive an award.

Section 3 Business Preference Submittal Form
(RFP Attachment D)

- 3.3 He/she is aware that if he/she receives and award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Agency as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the Agency) whenever the successful bidder has need to hire additional employees during the term of the ensuing contract.

The undersigned contractor hereby affirms that the foregoing is true and accurate and that he/she hereby agrees to comply as denoted herein.

Signature

Date

Printed Name

Company

Section 3 Business Preference Explanation
(RFP Attachment D-1)

- 1.0 Introduction. The purpose of this document is to, in simplified terms, explain to bidders, major issues pertaining to the Section 3 Business Preference program required by the Agency's funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as "Preference."
- 2.0 What is Section 3?
 - 2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including those communities served by the Agency. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the Lucas Metropolitan Housing Authority (hereinafter, "the Agency"), preference must be given to low- and very low-income persons residing in Lucas County, OH (Section 3 resident), or Section 3 business concerns.
 - 2.2 The requirements pertaining to Section 3 apply only to purchases and contracts the Agency completes for work—the requirements of Section 3 DOES NOT apply to purchases or contracts the Agency completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."
 - 2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.
- 3.0 What does the term "Section 3 resident" mean?
 - 3.1 A "Section 3 resident" is:
 - 3.1.1 A public housing resident of the Agency; or
 - 3.1.2 A low- or very low-income resident Lucas County, OH.
 - 3.1.2.1 Low- and very low-income within Lucas County, OH is defined as residents within the following income levels for FY 2018 (Median Income = \$56,000):

[Table No. 1]

Income Limit Category	(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
Table of 2018 Adjusted Mean Income for Lucas Metropolitan Housing Authority								

- 4.0 What does the term "Section 3 business concern" mean?

Section 3 Business Preference Explanation
(RFP Attachment D-1)

- 4.1 A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:
 - 4.1.1 It is 51% or more owned by a Section 3 resident; or
 - 4.1.2 At least 30% of its full-time employees include person that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or
 - 4.1.3 Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications within the preceding 3.1.1 or 3.1.2.

5.0 Is participation in Section 3 optional?

- 5.1 Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the Agency will offer all bidders the option of a Preference.
- 5.2 In response to a competitive solicitation (this Invitation for Bids or IFB), bidders are not required to respond to the Agency with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the bidder to be deemed non-responsive); however, if a bidder does claim a Preference, then the Agency will consider, investigate, and determine the validity of each such claim for a Preference.
- 5.3 Regardless of whether a bidder claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

6.0 Must a contractor receiving an award from the Agency take part in the Section 3 program?

- 6.1 The short answer is "Yes," as detailed following, each contractor must, "to the greatest extend feasible," take part in the program.
 - 6.1.1 If the contractor wishes, he/she may claim a Preference during a competitive solicitation process (please see Attachment D, most specifically Section 2.0 therein). Pertaining to an IFB competitive solicitation process, the Agency will give a Preference based upon the following:

[Table No. 2]

	Preference = lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000 but less than \$1,000,000	5% of that bid, or \$40,000

Section 3 Business Preference Explanation
(RFP Attachment D-1)

At least \$1,000,000 but less than \$2,000,000	4% of that bid, or \$60,000
At least \$2,000,000 but less than \$4,000,000	3% of that bid, or \$80,000
At least \$4,000,000 but less than \$7,000,000	2% of that bid, or \$105,000
\$7,000,000 or more	1½ % of lowest responsive bid, with no dollar limit

6.1.2 It is possible that a contractor may demonstrate, to the Agency's satisfaction that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it is not feasible to implement any portion of the Section 3 program. Such failure must be fully documented by the contractor and approved by the Agency or that contractor may be deemed not responsible by the Agency and the contract may be, at the Agency's discretion, not awarded or terminated.

7.0 Be aware that, as detailed within §135.38, the following Section 3 Clause will be a part of every applicable contract the Agency executes, and when a contractor executes the contract he/she is thereby agreeing to comply with the following:

SECTION 3 CLAUSE

- 7.1 The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in, substantial part by persons residing in the area of the Section 3 covered project.
- 7.2 The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- 7.3 The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 7.4 The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the

Section 3 Business Preference Explanation
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Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.

- 7.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.
- 7.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 7.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Action (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 8.0 As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful bidder or Contractor will be able to denote the "efforts" his/her firm will formally commit to implement if he/she is awarded a contract:
 - 8.1 Entering into "first source" hiring agreements with organizations representing Section 3 residents.
 - 8.2 Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
 - 8.3 Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
 - 8.4 Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.

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(RFP Attachment D-1)

- 8.5 Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For the Agency, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- 8.6 Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 8.7 Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an Agency or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 8.8 Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside in the neighborhood or service area in which a section 3 project is located.
- 8.9 Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 8.10 Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 8.11 Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the Agency's or contractor's training and employment positions.
- 8.12 Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Agency's or contractor's training and employment positions.
- 8.13 Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 8.14 Employing a job coordinator or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Agency, other recipient or

Section 3 Business Preference Explanation
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contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Agency or contractor intends to fill.

- 8.15 For the Agency, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as “force account labor” in HUD’s Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
 - 8.16 Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
 - 8.17 Undertaking job counseling, education, and related programs in association with local educational institutions.
 - 8.18 Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
 - 8.19 After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
 - 8.20 Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- 9.0 As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful bidder or Contractor will be able to denote the “efforts” his/her firm will formally commit to implement if he/she is awarded a contract:
- 9.1 Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
 - 9.2 In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
 - 9.3 Contacting business assistance agencies, minority contractors associations, and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or bids for contracts for work in connection with section 3 covered assistance.
 - 9.4 Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Agency.

Section 3 Business Preference Explanation
(RFP Attachment D-1)

- 9.5 For the Agency, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- 9.6 Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for bids.
- 9.7 Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 9.8 Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- 9.9 Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 9.10 Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 9.11 Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
- 9.12 Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 9.13 Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- 9.14 Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 9.15 Developing a list of eligible section 3 business concerns.
- 9.16 For the Agency, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.
- 9.17 Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 9.18 Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 9.19 Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business

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Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

- 9.20 Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 9.21 Actively supporting joint ventures with section 3 business concerns.
- 9.22 Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

Section 3 Business Preference Documentation and Non-Trigger Status

POTENTIAL STATUS AS A SECTION 3 FIRM: "As described in" 24 CFR 135.5, *Section 3 business concern*, I hereby declare that my firm does not qualify as a Section 3 business concern; in that:

(1) I am the sole owner and my income does not meet the Section 3 guidelines. Accordingly, my firm is not "51 percent or more owned by section 3 residents;" and

(2) As I am the sole employee, I have no "permanent, full-time employees." Accordingly, there are no Section 3 residents employed at my firm; and

(3) I do not have any intention to "subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to . . . [a] section 3 business concern." As I will not be subcontracting any of the contract to any other business concern, claim of this is not "feasible."

MY PROPOSED SECTION 3 PLAN: (a) Within 24 CFR 135.1(a), HUD states that the purpose of the Section 3 requirements is to ". . . ensure that employment and other economic opportunities . . . shall, to the greatest extent feasible, . . . be directed to low- and very low-income persons . . ."

(b) Subcontracting. I hereby state that it is not "feasible" or reasonable for me to hire or retain any other person, much less a section 3 person, to assist in the performance of the ensuing contract. To explain in detail: It is clear that performance of the work detailed within the contract requires a very specialized skill-set and extensive knowledge and experience. It is extremely unlikely that I would be able to locate a Section 3 person with the requisite knowledge and experience to perform this work. If the work was extensive enough, I have other skilled sources and could retain another contractor to help; however, the work listed is well within my capabilities and abilities and it is my decision that the work in this contract would be best served by my performing the contract myself.

(c) Numerical Goals. As the award of this contract to my firm would not at any time result in any new hires, the "numerical goals" detailed within 24 CFR 135.30(a)(4)(b) do not apply to my firm; nor do the optional subcontract awards detailed within the following 24 CFR 135.30(a)(4)(c)(2).

(d) Section 3 Offer. Within the Appendix to Part 135, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, HUD details a number things that the Housing Authority and Contractor may implement to increase the effectiveness of its Section 3 efforts. I am pleased to make this offer: consistent with the level set within 24 CFR 135.30(c)(2), as requested by the HA, I will donate not less than 3% of my time contracted by the HA to assist the HA to effectively implement HUD requirements and these recommendations within the HA Section 3 plan, procedures and efforts. I believe that this offer meets the HUD requirement of "to the greatest extent feasible" as I ascertain how I can help the HA with this most important issue.

Signed By:
Company:
Date:



Instructions to Offerors

Non-Construction

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

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:]

**LUCAS METROPOLITAN HOUSING AUTHORITY
CONTRACT**

THIS CONTRACT ("Contract") is made by and between. ("**Contractor**"), 43604 (419) 234-5678, (xyz@gmail.com) ; and Lucas Metropolitan Housing Authority, ("LMHA"), a body corporate and politic under Ohio law, whose principal office is located at 435 Nebraska Avenue, Toledo, Ohio, 43604.

NOW, THEREFORE, Contractor and LMHA, for the consideration stated herein, mutually agree as follows:

ARTICLE I. Statement of Work.

ARTICLE II. Contract Price. This is an Indefinite Quantity Contract. Invoicing will be based on the attached fee schedule. The maximum Not to Exceed amount of this contract shall be Fifty Thousand and 00/100 dollars (\$50,000.00), of which Ten Thousand and 00/100 (\$10,000.00) will be for the remainder of 2108, and Forty Thousand and 00/100 (\$40,000.00) will be for 2019. Any changes to this Contract shall be made pursuant to a modification, agreed to and signed by both parties.

ARTICLE III. Invoice and Payment. Contractor must receive a purchase order for the work. Contractor. LMHA agrees to make payment within 30 days of receipt of invoices and any required documentation from Contractor. However, LMHA holds the right to withhold payment approval if the service is not satisfactorily improved if notified of a deficiency, and it is not corrected on a timely basis.

All invoices require electronic submittals for approval.

Go to our 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 will result in delay of payment.

ARTICLE IV. Contract Documents. The following documents are incorporated herein by reference: a. this Instrument; b. the Contractor's Submission; c. the Solicitation #; d. HUD 5369-C Certifications and Representations of Offerors (Non-Construction Contract) e. HUD Table 5.1 Mandatory Contract Clauses for Small Purchases Other Than Construction; and f. HUD 5370-C Parts I, which are included into this agreement by reference (HUD5370 and HUD Table forms are attached).

ARTICLE V. Insurance and Indemnification. Contractor, and those acting through it or on its behalf, including but not limited to all subcontractors (collectively referred to as "Contractor"), agrees to name LMHA as an additional insured on its general liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work. These policies shall also be primary to and non-contributory to LMHA's General Liability policy. Contractor agrees to indemnify LMHA, to the fullest extent provided by law, for any and all claims arising out of the Contractor's negligence in performance of this contract. Contractor agrees to provide proof of General Liability insurance coverage with combined single limit for bodily injury and property damage not less than \$1million per occurrence. Contractor also agrees to 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. LMHA reserves the right to request a copy of the applicable insurance policy or policies, with endorsements, from the contractor. Contractor must maintain the same insurance coverage set forth above during the entire length of the contract.

ARTICLE VI. Section 3 Compliance. Contractor and LMHA further expressly affirm their commitment to Section 3 compliance and Contractor expressly agrees to cooperate with any and all efforts by LMHA to verify and confirm such compliance. In addition to the regulations regarding Section 3 in 24CFR Part 135, the parties to this contract agree to

comply with the requirements of LMHA's Section 3 policy. The Contractor shall not trigger Section 3 Compliance and has completed the required Section 3 Non-Trigger affidavit on Form #3 Part III.

ARTICLE VII. MBE/WBE/SBE Compliance. The Contractor shall take affirmative steps, found in form HUD-5370, clause 38, to ensure that whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms.

ARTICLE VIII. 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.

ARTICLE IX. Contract Period. This Contract shall begin on and terminate on. There are no renewals on this contract.

ARTICLE X: Breach of Contract: Pursuant to 2CFR 200.326, Appendix II, the Contractor and the Agency shall communicate with each other in a clear and complete manner as possible. If at any time during the term of this contract the Agency is not satisfied with any issue, a written Notice to Cure that details the issue and a corrective action. The Contractor will have ten (10) days to respond. If the Contractor is in material breach of the contract, the Agency may invoke the termination clause within Section 3 of the Contract Appendix No. 1, form HUD-5370-C Section 1, which is attached hereto, and terminate for cause.

ARTICLE XI. Termination for Convenience. LMHA reserves the right to terminate this agreement without prior notification for reasons it deems in the best interest of LMHA. If terminated, LMHA will notify the Contractor of the termination electronically, via email, and shall pay Contractor for services rendered prior to Contractor's receipt of the Notice of the Agreement Termination.

ARTICLE XII. Force Majeure. If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify LMHA in writing.

ARTICLE XIII: Waiver. Contractor acknowledges that no delay or failure by LMHA in exercising any right under this Contract and no partial or single exercise of such right shall constitute a waiver (post or perspective) of that right.

ARTICLE XIV. Governing Law. Contractor and LMHA agree that Ohio law governs this Contract. LMHA and Contractor agree to comply with all applicable federal, state and local laws and ordinances as may be amended from time to time.

ARTICLE XV: Assignment. This contract cannot be transferred or assigned without prior written approval from LMHA.

ARTICLE XVI: Disputes. All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. The Contracting Officer shall within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made. LMHA's policy is to resolve all contractual issues informally without litigation. Disputes shall not be referred to HUD unless all administrative remedies have been exhausted between the parties.

ARTICLE XVII: All notices and reports submitted to the Agency by the Contractor pursuant to this contract shall be made in writing and delivered to the attention of the following department representing the Agency:

Lucas Metropolitan Housing Authority
435 Nebraska Avenue
Toledo, Ohio 43604

Attention: Procurement /or Legal Department

ARTICLE XVIII: Penalties and Interest. In accordance with the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments, and cross-referenced in 23 CFR 85.22, certain penalties and interest cannot be paid with HUD program funds without written advanced permission of HUD.

ARTICLE XIX: Recordkeeping. The contractor shall retain all significant and material documentation and records concerning this contract for a period of three years after the final payment and all matters pertaining to the contract are closed.

ARTICLE XX: Contract Standards: The following clauses pertain to this contract are included by reference: Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-37080) for contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers. Sections 103 and 107 of the Contract Work Hours and Safety Standards for contracts awarded in excess of \$2,500. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, to agree to comply with all applicable standards, order or regulations issued pursuant to compliance. Contractor is to comply with the mandatory standards and policies relating to energy efficiency which are contained in HUD Information Bulletin 909-23 regarding the Energy Policy and conversation Act.

ARTICLE XXI: Debarment, Suspension and Lobbying: (Executive Orders 12549 and 12689) whereby a contract award may not be made to parties listed on the government wide Excluded Parties List System for Award Management (SAM). Also, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that requires a contractor who apply or bid for an award of \$100,000 or more must file the required certification. For all construction and repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

ARTICLE XXII: Davis Bacon Act: For all construction contracts awarded in excess of \$2,000, when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

ARTICLE XXIII: Additional Federal Orders / Directives: Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary to prevent discrimination by agencies that utilizes federal funds; Public Law 88-352 Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program which received federal financial assistance. Public Law 90-284, title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing. Contractor also abides by the Age Discrimination Act of 1975, and Anti-Drug Abuse Act of 1988.

ARTICLE XXIV: Right of Joinder. Any political subdivision may be granted the privilege of joining the awarded contract. If the Contractor grants the privilege, the ensuing contract may be passed on to the joining political subdivision by the Contractor.

ARTICLE XXV: Non-Escalation: Unless otherwise specified within the bidding documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

ARTICLE XXVI. Confidentiality Clause. Contractor understands that from time to time, their employees may come into contact with confidential information and records about LMHA's employees/applicants/residents/participants.

Therefore:

- a. Contractor agrees to advise their employees not to disclose such confidential information and records.

b. Contractor agrees to advise their employees that they shall not directly or indirectly, publish, make known or in any manner disclose any confidential information or records, or permit any inspection or copying of confidential information and records by, any individual or entity for any purpose, except with the express prior written consent of LMHA.

c. Contractor agrees to advise their employees to hold such information in confidence after the work in this solicitation is completed.

AUTHORITY: Contractor and LMHA certify that the below named individuals have the authority to enter into this Contract on behalf of their respective organizations, and voluntarily do so on the date indicated below.

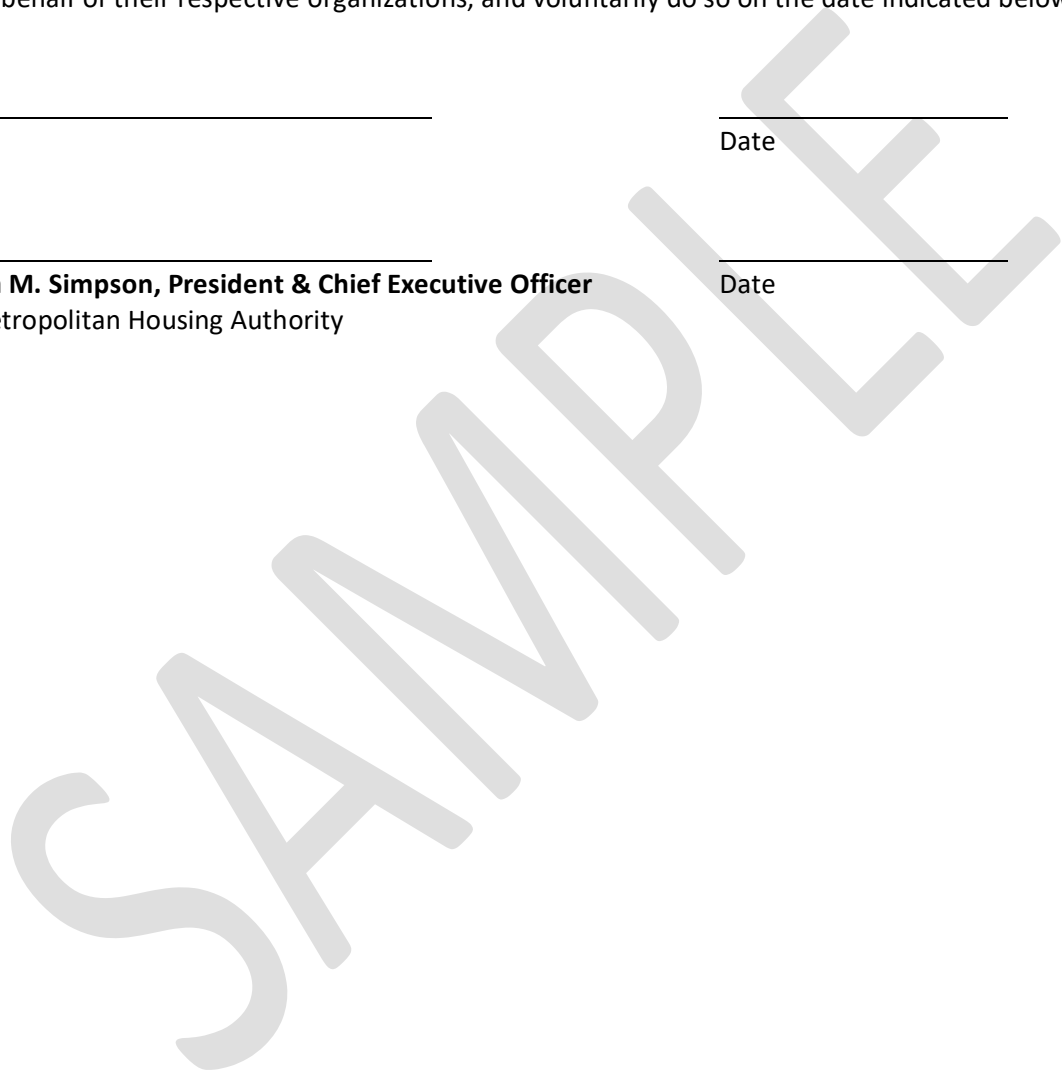
By: _____

_____ Date

By: _____

Demetria M. Simpson, President & Chief Executive Officer
Lucas Metropolitan Housing Authority

_____ Date



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. 3/31/2020)

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 \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

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.

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.

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

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. 3/31/2020)

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 905.200) 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.

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

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

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.

- (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.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment H

Price Proposal Form

Description of Services	Total
Initial year of Administering the Grant	
Option year 1 of Administering the Grant	
Option year 2 of Administering the Grant	
Option year 3 of Administering the Grant	
Total of the 4 years	

It is expected that the fees for Technical Assistance and Staffing will not exceed 47% of the total grant. Please provide another sheet if the above recap of costs does not give a true picture of your proposal

Company Name: _____

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

Authorized Signature: _____

Title: _____

Email: _____

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
