

SECTION V

PROJECT SPECIFIC INFORMATION

- A. Program Summary & Scope of Services
- B. Instructions and Notice to Proposers
- C. Evaluation Factors for Award
- D. Selection Process
- E. Request For Proposals (RFP) Interpretation
- F. LMHA Options
- G. Attachment 1, Site Map, Addresses & Floor Plans
- H. Attachment 2, Louisville Metro Fiber

PROJECT SPECIFIC INFORMATION

*Louisville Metro Housing Authority
420 South 8th Street
Louisville, Kentucky 40203
Lisa Osanka, Executive Director*

Issue Date: September 10, 2020

Submission Date: September 22, 2020

A. PROGRAM SUMMARY & SCOPE OF SERVICES

The Louisville Metro Housing Authority (LMHA) is a high-performing public housing authority with a Moving to Work (MTW) designation from HUD. As of December 2019 LMHA, operated nearly 4,400 public housing units and administered rental assistance for approximately 9,300 families through its Housing Choice Voucher programs.

Louisville Metro Housing Authority (LMHA) is committed to eliminating the digital divide. In 2017, LMHA and Louisville Metro Government joined the Housing and Urban Development (HUD) ConnectHome USA program to eliminate the digital divide within our resident population. Since starting our partnership, we have supported over 1000 families by helping them sign up for low-cost internet plans, putting a free computer in their home and providing digital skills training. Even with these efforts, the COVID-19 pandemic has made it clear we need to more.

This Request for Proposal (RFP) is to advise you that the Louisville Metro Housing Authority (LMHA) is seeking proposals from Internet service providers (ISPs) to provide high speed internet service to Parkway Place Housing Development (Parkway). Parkway is a large public housing family development located in Louisville's Park Hill neighborhood. It consists of fifty-eight (58) residential buildings setting on 16.5 acres with a total of 635 apartments. All Parkway households have qualified to reside in public housing based on their income. See ATTACHMENT 1 for more information about Parkway Place.

Services shall be performed in accordance with the contract which shall be executed between the LMHA and ISP. The contract price resulting from this proposal shall be firm for a period of two (2) years and the Louisville Metro Housing Authority will enter into a one (1) year contract with the successful offeror with an additional one (1) year extension.

Specific services may include:

- Install all hardware, both in-unit and needed infrastructure to provide Broadband services to all Parkway households. Examples of hardware include fiber optic cable, fixed wireless service equipment, cabling for apartments with a wi-fi routers in each unit. All conduit installed inside LMHA buildings must be multi-duct and would be owned by LMHA. When drilling through exterior walls, all penetrations are to be caulked watertight. All buildings are masonry construction including the interior walls. Interior conduit and connection boxes may be run on the wall surfaces. Power is available in all buildings. When drilling through floors, the affected area must be cleaned up and all

penetrations patch and painted to match. Attic spaces are not allowed to be accessed or used in any manner for the service.

- Provide affordable Broadband internet services with wi-fi routers to all households for two (2) years. LMHA's digital inclusion team will be responsible in assisting residents with connecting their computers and devices. The ISP will be responsible for maintaining the network.
- Broadband internet for the purposes of this RFP is defined at a minimum of 100 mbps download and 10 mbps upload speeds with no data caps or throttling.
- LMHA would cover the cost of services for all Parkway Place apartments for the two (2) year period. This could include initial hardware (in-unit and/or infrastructure) costs with the expectation that those costs would significantly lower the per household service cost during the two (2) years, or it could simply include the per household service cost without hardware/infrastructure costs.
- At the end of the two-year period, the selected ISP is free to market services to Parkway Place residents. A list of all apartment addresses with number of bedrooms is included in ATTACHMENT 1. LMHA will also work with the selected ISP to develop a method of obtaining consent from residents who opt into the service to share information with the ISP, but will protect the privacy of tenants who do not give consent.
- Louisville Metro, our ConnectHome USA partner, is willing to make its existing fiber available as part of this project. Please see ATTACHMENT 2 for more information about the fiber assets in the Park Hill neighborhood. If you are interested in using these assets, you must contact Louisville Metro Office of Civic Innovation and Technology to determine terms. Those terms, even if not finalized must be included in the response. Louisville Metro is a committed digital inclusion partner, meaning their intent is to find a mutually beneficial arrangement that prioritizes service to Parkway Place residents and sustainability for LMHA over generating revenue.

Interested bidders must submit a proposal demonstrating an understanding of the required services; evidence of capacity and ability to perform the work; a fee proposal that describes in detail all hardware and infrastructure whose cost the bidder is asking LMHA to pay, the monthly per household cost for services during the two period.

B. INSTRUCTIONS AND NOTICE TO PROPOSERS

1. GENERAL

The instructions that follow provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format and content of proposals so that proposals are complete, contain all essential information and can be evaluated fairly.

2. SUBMISSION & CONTENT OF PROPOSAL

a. Inquires

Inquiries concerning the Request for Proposals (RFP) should be submitted in writing through the Housing Agency Marketplace at https://ha.economicengine.com/requests.html?company_id=9038.

b. Pre-Bid Conference

There will be no pre-bid conference for this RFP.

c. Site Visits

Prospective bidders may review Parkway Place on their own during normal business hours 7:30 am – 4:30 pm, Monday – Friday; all bidders are expected to follow the guidelines from the CDC, State and local authorities regarding the ongoing Coronavirus (COVID-19) Outbreak.

d. Submission Date

Proposals shall be submitted in original and two (2) additional paper copies, prepared in the format and detailed as outlined below, to enable the Authority to make a thorough evaluation.

Proposals shall be submitted in sealed envelopes and marked **“Proposal for Parkway Place Broadband Internet – Proposal #1531.”** All proposals must be received no later than 10:00 a.m. local time on September 22, 2020. **Proposals are to be submitted either by mail or delivery to the following location:**

**Attn: Steve Webb
Louisville Metro Housing Authority
3223 South Seventh Street Road
Louisville, KY 40216**

Faxed or e-mailed proposals will not be accepted. All proposals will be valid for ninety (90) days.

e. Submission Contents

The proposal shall be numbered and divided into tabbed sections, as follows:

- **Hud-5369-A** (See Section B of this RFP document)
- **Affidavit of Non-Collusion** (See Section D of this RFP document)
- **Response to Evaluation Factors For Award** (See Section V, Section C of this RFP document)
- **MBE Submittals** (See Section M of this RFP document)

3. ACKNOWLEDGEMENT OF AMENDMENTS

The proposer shall acknowledge in their proposal, receipt of any amendment(s) to this RFP. The proposer's failure to acknowledge an amendment may result in the rejection of the offer.

4. COMPLETE AND ACCURATE SUBMISSION

A proposer's failure to provide accurate information in response to this RFP may disqualify the proposer from further participation in the selection process.

A proposal may be corrected, modified, or withdrawn, provided the correction, modification, or request for the withdrawal is made by the proposer in writing and is received at the location and time designated in the RFP for final receipt of proposals.

After such date and time, the proposer may not change any provision of its proposal in a manner prejudicial to the interest of the LMHA and/or fair competition.

5. RETENTION

All proposals are the property of LMHA and shall be retained by LMHA. Therefore, proposals will not be returned.

6. CANCELLATION/WAIVER

LMHA reserves the right to cancel this RFP or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such a cancellation or rejection is in the best interest of LMHA. LMHA further reserves the right to waive any minor informalities in any proposals received, if it be in the public interest to do so. The decision as to who shall receive a contract award or whether or not an award shall be made as a result of this RFP shall be at the absolute sole discretion of LMHA. In addition, multiple awards may be made.

7. KEY PERSONNEL

The key personnel specified by the successful bidder are considered essential to the work being performed under the contract. Prior to diverting any key personal for any reason(s), the bidder shall notify LMHA in writing, at least thirty (30) calendar days in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The consultant shall not change the names of these personnel, before or after contract award without written permission from LMHA.

8. PART OF CONTRACT

The contents of the proposal submitted by the successful proposer(s) may become part of any contract award at the sole discretion of LMHA.

9. NO COMPENSATION FOR RESPONSE

Respondents will not be compensated for work or costs related to preparation and submission of this proposal.

C. EVALUATION FACTORS FOR AWARD

All proposals will be initially reviewed to determine compliance with the proposal format requirements specified within this RFP. Proposals that do not comply with these requirements may be rejected without further review. All remaining proposals will be evaluated based in the evaluation criteria outlined below:

1. Experience & Qualifications (No Points, but bidders who are incapable of providing the service or who fail to adequately address the requested below will not be considered.)

Evidence of ability to perform the work, as indicated by profile of professional and technical competence. Ability to provide services as noted in Section V.A., PROGRAM SUMMARY & SCOPE OF SERVICES including key personnel. Bidders should describe past and current Digital Inclusion efforts in Louisville, Kentucky and any low-

cost Broadband plans offered to low-income families if the bidder currently serves Louisville. For any bidder not yet providing services in Louisville, they should describe Digital Inclusion efforts and low-cost plans offered to low-income families in an area like Louisville, Kentucky.

2. **Broadband service including method of delivery (maximum points – 25)**

Describe in detail the Broadband service proposed including how it will be delivered to the end users, i.e. fiber, coaxial, wireless point to multi-point, etc. At least twelve (12) points will be awarded to any ISP that meets the minimum speeds outlined above. The proposal with the highest speed will earn 25 points with those in between the minimum and maximum speed being awarded points proportionally.

3. **Fee Proposal Submittal (maximum points – 75)**

Fee proposed shall be submitted in the form of a detail of all hardware and infrastructure including installation that will be charged to LMHA and the monthly per household cost for Broadband service charged to LMHA. This section should include all necessary work and materials associated with hardware/infrastructure installation and providing services that LMHA would be expected to pay. If the proposal does not include LMHA paying for hardware, infrastructure, or installation, that should be clearly stated. The monthly per household cost for Broadband should be included even if that cost is zero. If the per month cost is above the lowest cost plan described in Number 1 above, please explain. End users would be responsible for providing their own computer or other devices, setting up unique passwords and getting online.

Whether charged to LMHA or not, the proposal should describe hardware/infrastructure installation, which must be done to the highest industry standard with all necessary work and materials including but not limited to blocking, mounting, etc. for antennas, protected outside mounted cabling, surge protection, etc.

4. **Timeliness (No Points, but bidders who are incapable of providing the service within by the stated deadline may not be considered.)**

Provide a detailed timeline for installation of all needed infrastructure and hardware and for connecting Parkway Place families to Broadband. Give examples of a history of compliance with schedules and meeting deadlines. Deadline for installation of hardware/infrastructure and/or service provision is December 15, 2020.

5. **MBE, FBE, DBE Proposed Utilization (no rating)**

D. SELECTION PROCESS

The purpose of this RFP is to solicit quality proposals so that LMHA may select the one that best meets its needs and requirements. It is further desired that the RFP process will ensure competitiveness among offerors. LMHA urges all interested offerors to carefully review the requirements of this RFP. Written proposals containing the requested information will serve as the primary basis for selection and possibly supplemented by other means as described below.

All proposals will be reviewed by LMHA based on the evaluation criteria contained in this RFP. LMHA will select the top firm(s) based upon the evaluation criteria and LMHA's particular needs. The LMHA reserves the right to include interviews by telephone, video conference or in person if it determines this is necessary.

In order to be considered, proposals must be received at the location listed in Section V.B.2.d. no later than 10:00 a.m. local time, on August 25, 2020 via mail or delivery. Proposals must be sealed, marked with the title of this RFP, and the offeror's name, address, and telephone number. All material must be submitted in an 8½" X 11" format. Submit an original and two (2) additional paper copies.

The above stated deadline is firm as to date and hour. An offeror may select any mode of delivery; however, the risk of no-delivery shall remain with the offeror. LMHA will treat as ineligible for consideration, and will return unopened, any submission that is received after the deadline.

Faxed or e-mailed submissions will not be accepted. All timely submissions become the property of LMHA and will not be returned. Proposals will be held in confidence and not released in any manner after contract award.

E. **REQUEST FOR PROPOSALS INTERPRETATION**

The intent of this RFP is to establish the general scope of work for the services needed and to provide prospective offerors with sufficient information to enable them to provide an acceptable response to this RFP. Every effort has been made to outline requirements and to provide information in a format that is clear and concise. Nevertheless, questions may arise, or additional information may be needed. Questions and inquiries regarding this RFP must be submitted in writing. All inquiries must be received no later than August 18, 2020 and should be submitted through the Housing Agency Marketplace at:

https://ha.economicengine.com/requests.html?company_id=9038

Answers will be provided as written addenda to this RFP and published through the Housing Agency Marketplace available to all potential offerors.

It will be the responsibility of each offeror to check through the Housing Agency Marketplace as to the existence and content of addenda, as the same shall become part of this RFP and all offerors will be bound thereby, whether or not the addenda are actually viewed by or received by the offeror.

F. **LMHA OPTIONS**

LMHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of LMHA. LMHA further reserves the right to waive any minor informalities, or the failure of any offeror to comply therewith, if it is in the public interest to do so. LMHA will pay no compensation to any proposer for any costs related to the preparation or submittal of this proposal.

LMHA will reject the proposal of any offeror who is suspended and/or debarred by the U.S. Department of Housing and Urban Development (HUD) from providing services to public housing authorities and reserves the right to reject the proposal of any offeror who has previously failed to perform any contract properly for LMHA.

The determination of the criteria and process whereby proposals are evaluated and the decision as to who shall receive a contract award shall be at the sole and absolute discretion of LMHA.

Option for Contract Extension:

Generally: This article provides a mechanism for extending the contract for up to ninety (90) days past the initial one-year term. Options may be exercised at the discretion of the Louisville Metro Housing Authority. The option provision exists solely for LMHA's convenience. If LMHA exercises the option, the Consultant shall, during the option period, continue to perform as prescribed by the contract. Please note that the first year's contract will include any hardware/infrastructure installation plus the first year of Broadband service. Subsequent contract will be for continuing Broadband services.

Duration: If LMHA exercises the extension option the initial extension shall begin immediately upon the expiration of the first contract term of 365 days and shall extend for up to 90 calendar days. The total combined duration of the original contract term, plus the maximum one, 90-day extension, shall be 455 consecutive calendar days from the date of the original Notice to Proceed.

Price Increase: The consultant's fees will be fixed for the one-year contract term and during any extension.

LMHA may consider the proposed maximum option increase percentage as a factor in assessing the benefit of extending the contract by option – as opposed to issuing a public RFP to secure services for what would otherwise be the option period – as the original contract term nears its end. Naturally, this would be a consideration only if the offeror were awarded the contract in the first place. Offerors are not required to propose increasing their rates or fees.

If LMHA notifies the Consultant that LMHA intends to exercise the option, the Consultant and LMHA shall, within 10 consecutive business days, meet to negotiate an option increase percentage, if any, that will be applied to the Consultant's rates and fees

during the option term. Negotiations shall proceed from the premise that no increase shall be granted except upon the Consultant's showing of good cause.

CONDITIONS FOR EXERCISE OF OPTION

Exercise at LMHA's Sole Discretion: Any option provision contained in this agreement may be exercised only by the Louisville Metro Housing Authority and no language or provision of this instrument, nor any statement or promise by any LMHA agent or employee, shall be construed as establishing any right in the Consultant to independently trigger or exercise the option.

Notice of LMHA's Decision: At least thirty consecutive calendar days before the expiration date of the original contract term, LMHA will inform the Consultant of LMHA's intention to exercise or not exercise the extension option.

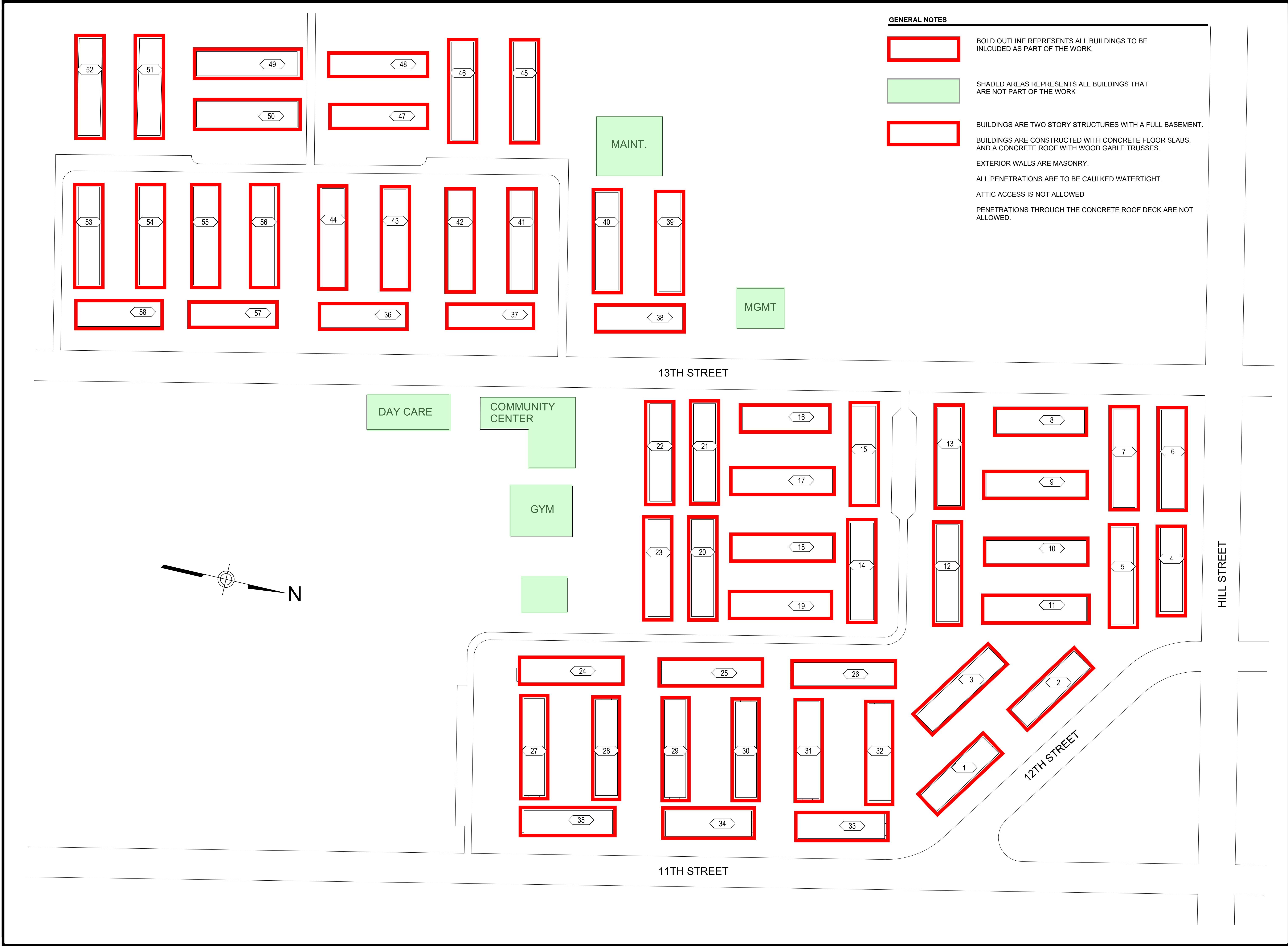
If LMHA chooses to exercise the extension option, the Consultant shall, within 10 consecutive business days after receiving LMHA's notice, meet with LMHA's Contracting Officer or the Contracting Officer's Designee to negotiate the terms of the extension. LMHA Board approval is acquired, LMHA shall deliver to the Consultant a modification form memorializing the extension agreement. The modification form shall include an updated Fee Schedule (if any) representing the fees and rates that will apply during the option term. LMHA's delivery of the modification form shall bind the Consultant to the extension agreement. If LMHA chooses not to exercise the extension option, the Provider shall complete its performance under the contract as otherwise prescribed.




Option Dependent Upon Consultant's Responsibility: The Consultant shall take such steps as may be required to maintain its qualifications and ability to at all times during the term of this agreement and to lawfully meet its obligations under this agreement. The Consultant shall, forty-five days prior to the expiration date of the original contract term, provide the following written certification to LMHA:

I _____ hereby certify that _____ has
(principal's name) (company name)

taken all necessary steps to maintain its qualifications and ability to lawfully provide the services required under Proposal #1527 during the term of the option extension, should LMHA choose to exercise the extension option.

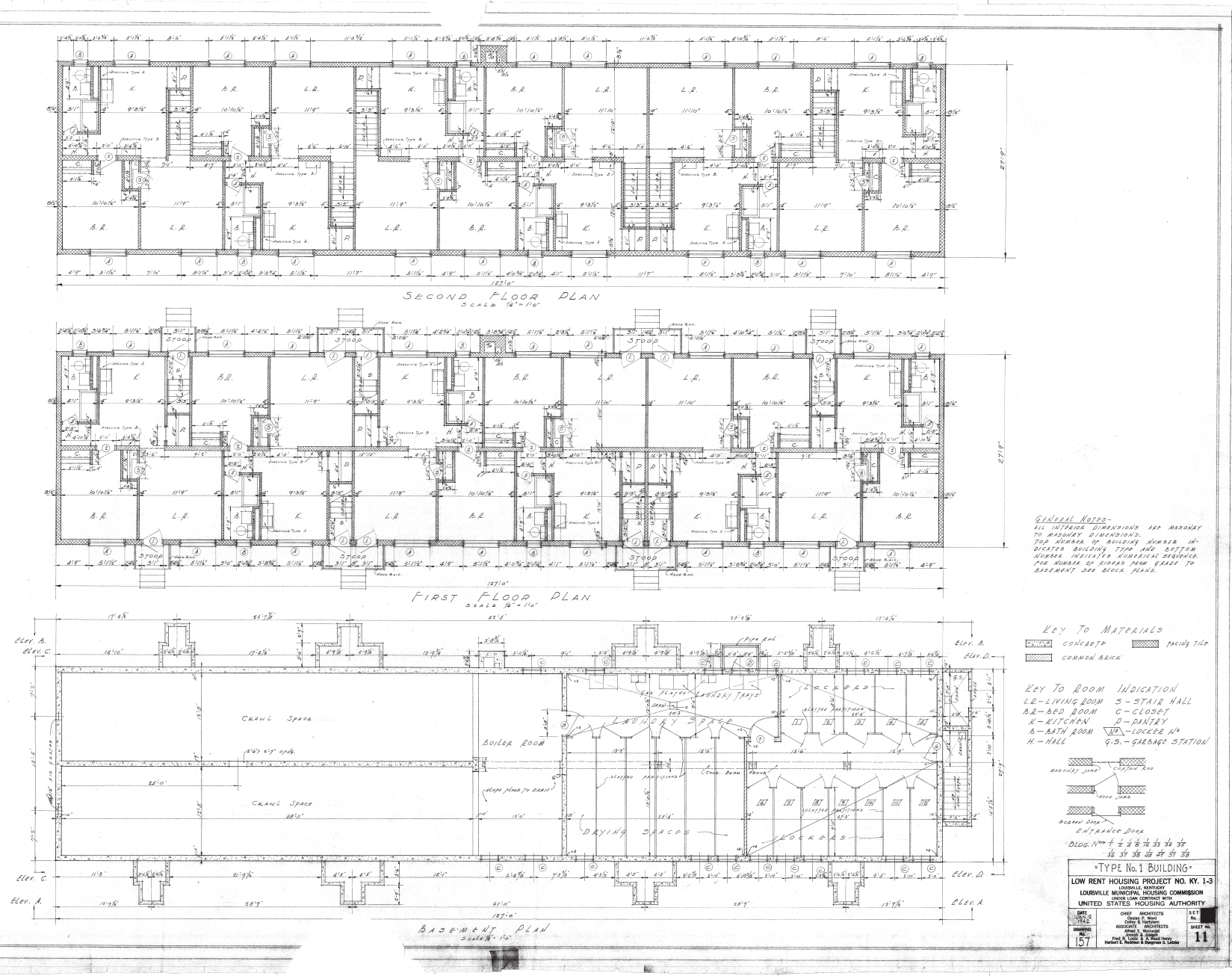
Date: _____ Signed: _____



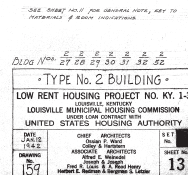
- GENERAL NOTES**
-  BOLD OUTLINE REPRESENTS ALL BUILDINGS TO BE INCLUDED AS PART OF THE WORK.
 -  SHADED AREAS REPRESENTS ALL BUILDINGS THAT ARE NOT PART OF THE WORK
 -  BUILDINGS ARE TWO STORY STRUCTURES WITH A FULL BASEMENT.
BUILDINGS ARE CONSTRUCTED WITH CONCRETE FLOOR SLABS, AND A CONCRETE ROOF WITH WOOD GABLE TRUSSES.
EXTERIOR WALLS ARE MASONRY.
ALL PENETRATIONS ARE TO BE CAULKED WATERTIGHT.
ATTIC ACCESS IS NOT ALLOWED
PENETRATIONS THROUGH THE CONCRETE ROOF DECK ARE NOT ALLOWED.

Parkway Place Floor Plans, Building Type 1 from 1942

Plan is for Buildings 1, 2, 4, 8, 16, 33, 34, 35, 36, 37, 38, 48, 49, 57 & 58

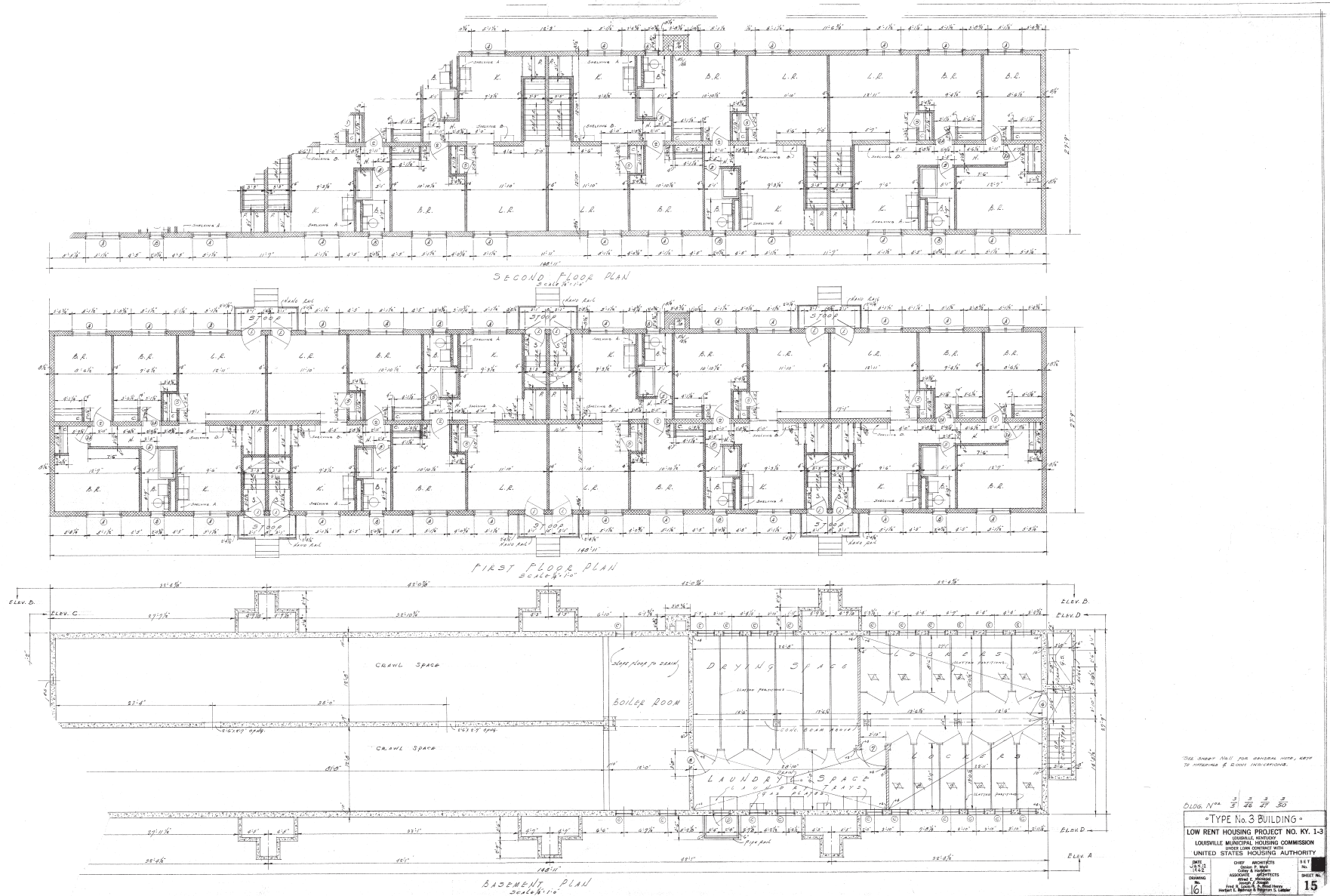


Plan is for Buildings 27, 28, 29, 30, 31, 32 & 52



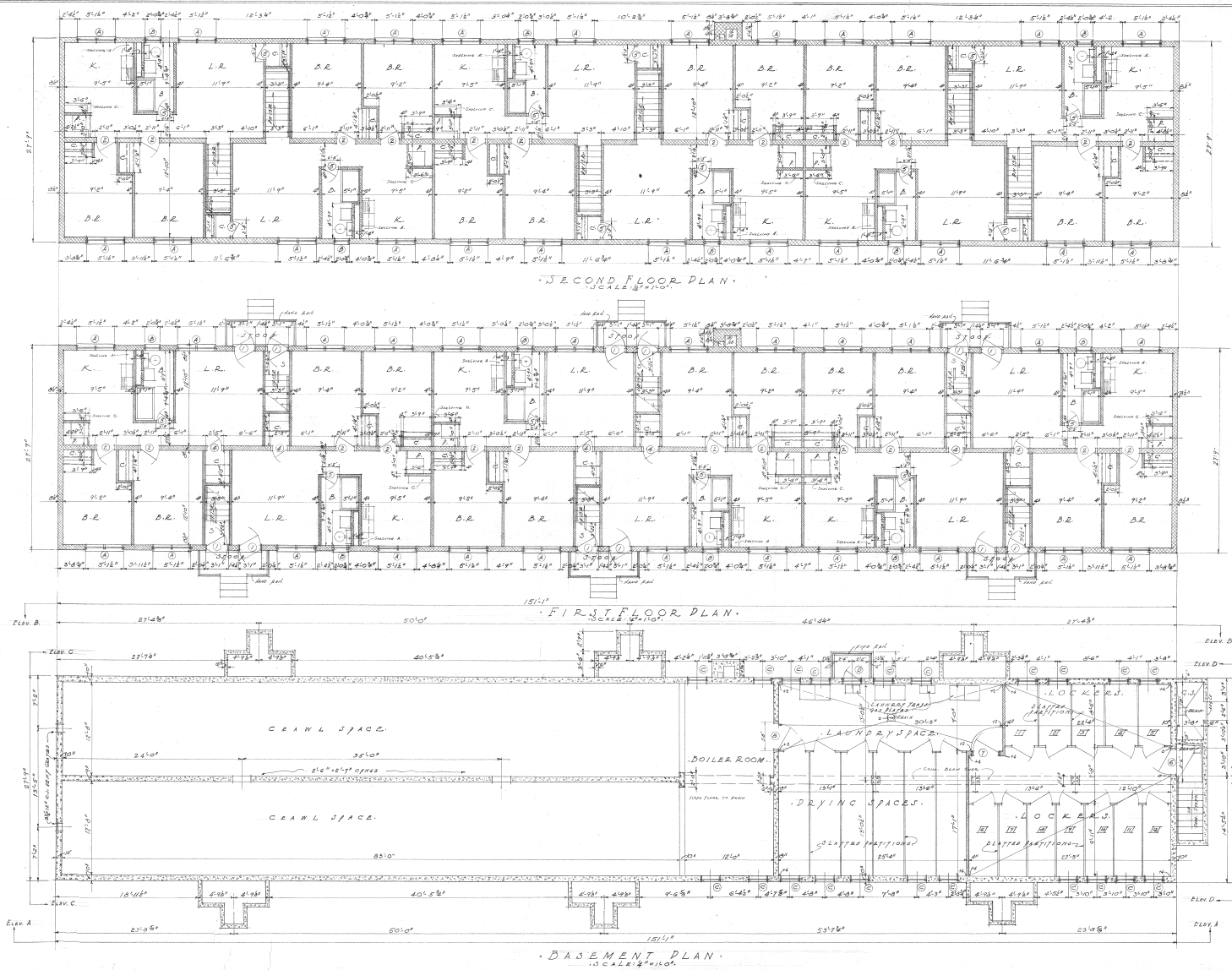
Parkway Place Floor Plans, Building Type 3 from 1942

Plan is for Buildings 5, 46, 47 & 50



Parkway Place Floor Plans, Building Type 4 from 1942

Plan is for Buildings 3, 6, 7, 11, 12, 13, 14, 15, 19, 20, 21, 22, 23, 24, 25, 26, 39, 40, 42, 43, 44, 54, 55 & 56



SEE SHEET NO. 11 FOR GENERAL NOTES, ELEVATIONS & FINISHES.

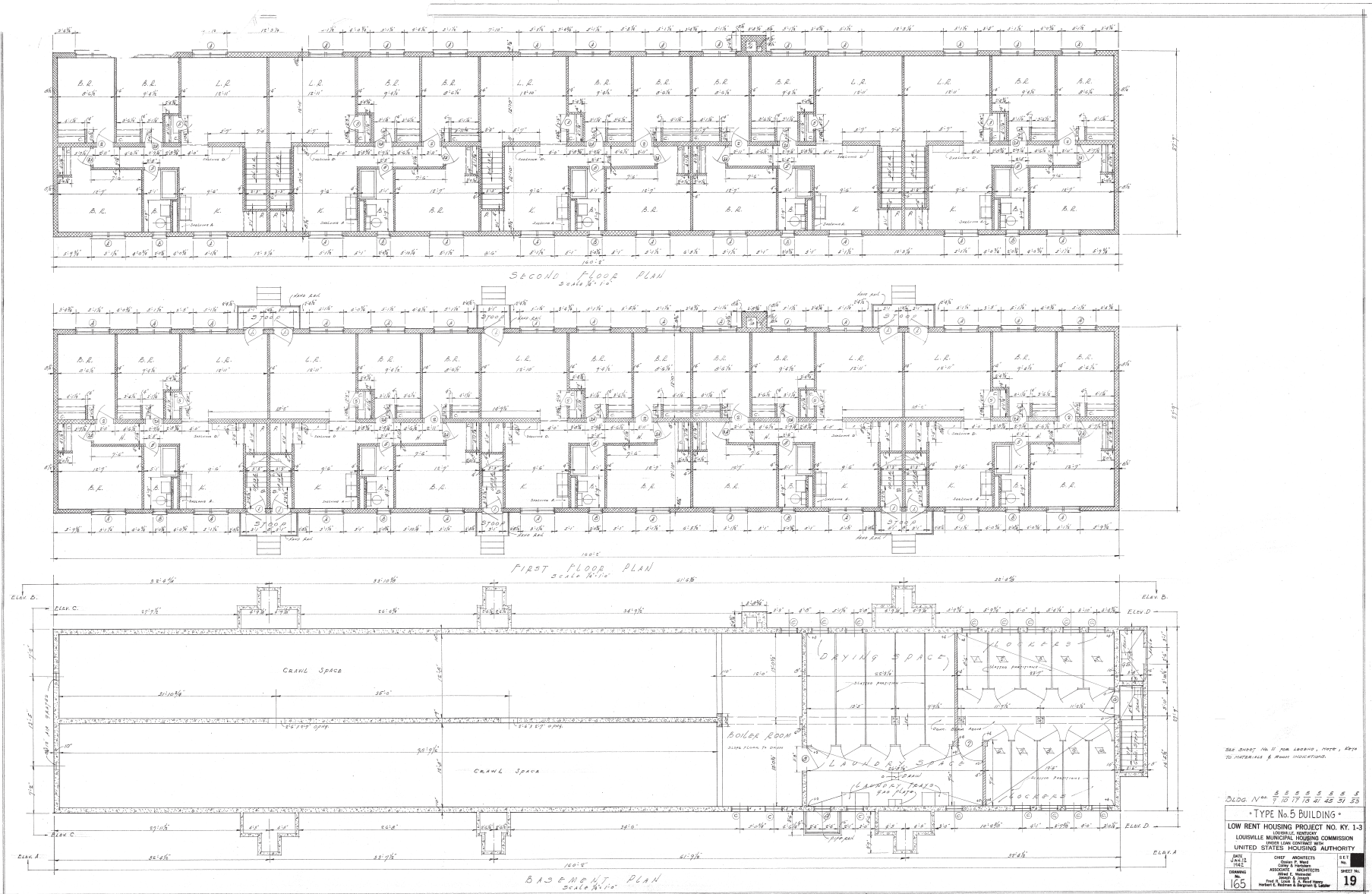
BLDG. NO. 3 6 7 11 12 13 14 15 19 20 21 22 23 24 25 26 39 40 42 43 44 54 55 56

TYPE No. 4 BUILDING
 LOW RENT HOUSING PROJECT NO. KY. 1-3
 LOUISVILLE MUNICIPAL HOUSING COMMISSION
 UNITED STATES HOUSING AUTHORITY

DATE 1942	DESIGNED BY CHAS. E. HARRIS	CHECKED BY JOHN A. HARRIS	SCALE 1/8" = 1'-0"
163	163	163	163

SHEET NO. 17

Plan is for Buildings 9, 10, 17, 18, 41, 45, 51 & 53



UNIT	ADDR	ZIP CODE	BR SZ
030001	1516 S 12TH ST A	40210	1
030002	1516 S 12TH ST B	40210	1
030003	1516 S 12TH ST C	40210	1
030004	1516 S 12TH ST D	40210	1
030005	1516 S 12TH ST E	40210	1
030006	1516 S 12TH ST F	40210	1
030007	1516 S 12TH ST H	40210	1
030008	1516 S 12TH ST J	40210	1
030009	1516 S 12TH ST K	40210	1
030010	1516 S 12TH ST M	40210	1
030011	1516 S 12TH ST N	40210	1
030012	1516 S 12TH ST P	40210	1
030013	1500 S 12TH ST A	40210	1
030014	1500 S 12TH ST B	40210	2
030015	1500 S 12TH ST C	40210	1
030016	1500 S 12TH ST D	40210	1
030017	1500 S 12TH ST E	40210	1
030018	1500 S 12TH ST F	40210	1
030019	1500 S 12TH ST H	40210	1
030020	1500 S 12TH ST J	40210	1
030021	1500 S 12TH ST K	40210	1
030022	1500 S 12TH ST M	40210	1
030023	1500 S 12TH ST N	40210	1
030024	1500 S 12TH ST P	40210	1
030025	1502 MOORE CT A	40210	2
030026	1502 MOORE CT B	40210	2
030027	1502 MOORE CT C	40210	2
030028	1502 MOORE CT D	40210	2
030029	1502 MOORE CT E	40210	2
030030	1502 MOORE CT F	40210	2
030031	1502 MOORE CT H	40210	2
030032	1502 MOORE CT J	40210	2
030033	1502 MOORE CT K	40210	2
030034	1502 MOORE CT M	40210	2
030035	1502 MOORE CT N	40210	2
030036	1502 MOORE CT P	40210	2
030037	1200 W HILL ST A	40210	1
030038	1200 W HILL ST B	40210	1
030039	1200 W HILL ST C	40210	1
030040	1200 W HILL ST D	40210	1
030041	1200 W HILL ST E	40210	1
030042	1200 W HILL ST F	40210	1
030043	1200 W HILL ST H	40210	1
030044	1200 W HILL ST J	40210	1
030045	1200 W HILL ST K	40210	1
030046	1200 W HILL ST M	40210	1
030047	1200 W HILL ST N	40210	1
030048	1200 W HILL ST P	40210	1
030049	1203 MOORE CT A	40210	3
030050	1203 MOORE CT B	40210	1
030051	1203 MOORE CT C	40210	2

UNIT	ADDR	ZIP CODE	BR SZ
030052	1203 MOORE CT D	40210	1
030053	1203 MOORE CT E	40210	1
030054	1203 MOORE CT F	40210	3
030055	1203 MOORE CT H	40210	3
030056	1203 MOORE CT J	40210	1
030057	1203 MOORE CT K	40210	1
030058	1203 MOORE CT M	40210	1
030059	1203 MOORE CT N	40210	1
030060	1203 MOORE CT P	40210	3
030061	1216 W HILL ST A	40210	2
030062	1216 W HILL ST B	40210	2
030063	1216 W HILL ST C	40210	2
030064	1216 W HILL ST D	40210	2
030065	1216 W HILL ST E	40210	2
030066	1216 W HILL ST F	40210	2
030067	1216 W HILL ST H	40210	2
030068	1216 W HILL ST J	40210	2
030069	1216 W HILL ST K	40210	2
030070	1216 W HILL ST M	40210	2
030071	1216 W HILL ST N	40210	2
030072	1216 W HILL ST P	40210	2
030073	1215 MOORE CT A	40210	2
030074	1215 MOORE CT B	40210	2
030075	1215 MOORE CT C	40210	2
030076	1215 MOORE CT D	40210	2
030077	1215 MOORE CT E	40210	2
030078	1215 MOORE CT F	40210	2
030079	1215 MOORE CT H	40210	2
030080	1215 MOORE CT J	40210	2
030081	1215 MOORE CT K	40210	2
030082	1215 MOORE CT M	40210	2
030083	1215 MOORE CT N	40210	2
030084	1215 MOORE CT P	40210	2
030085	1220 MOORE CT A	40210	1
030086	1220 MOORE CT B	40210	1
030087	1220 MOORE CT C	40210	1
030088	1220 MOORE CT D	40210	1
030089	1220 MOORE CT E	40210	1
030090	1220 MOORE CT F	40210	1
030091	1220 MOORE CT H	40210	1
030092	1220 MOORE CT J	40210	1
030093	1220 MOORE CT K	40210	1
030094	1220 MOORE CT M	40210	1
030095	1220 MOORE CT N	40210	1
030096	1220 MOORE CT P	40210	1
030097	1214 MOORE CT A	40210	3
030098	1214 MOORE CT B	40210	3
030099	1214 MOORE CT C	40210	3
030100	1214 MOORE CT D	40210	3
030101	1214 MOORE CT E	40210	3
030102	1214 MOORE CT F	40210	3

UNIT	ADDR	ZIP CODE	BR SZ
030103	1214 MOORE CT H	40210	3
030104	1214 MOORE CT J	40210	3
030105	1214 MOORE CT K	40210	3
030106	1214 MOORE CT M	40210	3
030107	1208 MOORE CT A	40210	3
030108	1208 MOORE CT B	40210	3
030109	1208 MOORE CT C	40210	3
030110	1208 MOORE CT D	40210	3
030111	1208 MOORE CT E	40210	2
030112	1208 MOORE CT F	40210	3
030113	1208 MOORE CT H	40210	3
030114	1208 MOORE CT J	40210	3
030115	1208 MOORE CT K	40210	3
030116	1208 MOORE CT M	40210	3
030117	1204 MOORE CT A	40210	2
030118	1204 MOORE CT B	40210	2
030119	1204 MOORE CT C	40210	2
030120	1204 MOORE CT D	40210	2
030121	1204 MOORE CT E	40210	2
030122	1204 MOORE CT F	40210	2
030123	1204 MOORE CT H	40210	2
030124	1204 MOORE CT J	40210	2
030125	1204 MOORE CT K	40210	2
030126	1204 MOORE CT M	40210	2
030127	1204 MOORE CT N	40210	2
030128	1204 MOORE CT P	40210	2
030129	1201 BRASHEAR DR A	40210	2
030130	1201 BRASHEAR DR B	40210	2
030131	1201 BRASHEAR DR C	40210	2
030132	1201 BRASHEAR DR D	40210	2
030133	1201 BRASHEAR DR E	40210	2
030134	1201 BRASHEAR DR F	40210	2
030135	1201 BRASHEAR DR H	40210	2
030136	1201 BRASHEAR DR J	40210	2
030137	1201 BRASHEAR DR K	40210	2
030138	1201 BRASHEAR DR M	40210	2
030139	1201 BRASHEAR DR N	40210	2
030140	1201 BRASHEAR DR P	40210	2
030141	1217 BRASHEAR DR A	40210	2
030142	1217 BRASHEAR DR B	40210	2
030143	1217 BRASHEAR DR C	40210	2
030144	1217 BRASHEAR DR D	40210	2
030145	1217 BRASHEAR DR E	40210	2
030146	1217 BRASHEAR DR F	40210	2
030147	1217 BRASHEAR DR H	40210	2
030148	1217 BRASHEAR DR J	40210	2
030149	1217 BRASHEAR DR K	40210	2
030150	1217 BRASHEAR DR M	40210	2
030151	1217 BRASHEAR DR N	40210	2
030152	1217 BRASHEAR DR P	40210	2
030153	1202 BRASHEAR DR A	40210	2

UNIT	ADDR	ZIP CODE	BR SZ
030154	1202 BRASHEAR DR B	40210	2
030155	1202 BRASHEAR DR C	40210	2
030156	1202 BRASHEAR DR D	40210	2
030157	1202 BRASHEAR DR E	40210	2
030158	1202 BRASHEAR DR F	40210	2
030159	1202 BRASHEAR DR H	40210	2
030160	1202 BRASHEAR DR J	40210	2
030161	1202 BRASHEAR DR K	40210	2
030162	1202 BRASHEAR DR M	40210	2
030163	1202 BRASHEAR DR N	40210	2
030164	1202 BRASHEAR DR P	40210	2
030165	1218 BRASHEAR DR A	40210	2
030166	1218 BRASHEAR DR B	40210	2
030167	1218 BRASHEAR DR C	40210	2
030168	1218 BRASHEAR DR D	40210	2
030169	1218 BRASHEAR DR E	40210	2
030170	1218 BRASHEAR DR F	40210	2
030171	1218 BRASHEAR DR H	40210	2
030172	1218 BRASHEAR DR J	40210	2
030173	1218 BRASHEAR DR K	40210	2
030174	1218 BRASHEAR DR M	40210	2
030175	1218 BRASHEAR DR N	40210	2
030176	1218 BRASHEAR DR P	40210	2
030177	1611 S 13TH ST A	40210	1
030178	1611 S 13TH ST B	40210	1
030179	1611 S 13TH ST C	40210	1
030180	1611 S 13TH ST D	40210	1
030183	1611 S 13TH ST H	40210	1
030185	1611 S 13TH ST K	40210	1
030186	1611 S 13TH ST M	40210	1
030187	1611 S 13TH ST N	40210	1
030188	1611 S 13TH ST P	40210	1
030189	1610 BULGER CT A	40210	3
030190	1610 BULGER CT B	40210	3
030191	1610 BULGER CT C	40210	3
030192	1610 BULGER CT D	40210	3
030193	1610 BULGER CT E	40210	3
030194	1610 BULGER CT F	40210	3
030195	1610 BULGER CT H	40210	3
030196	1610 BULGER CT J	40210	3
030197	1610 BULGER CT K	40210	2
030198	1610 BULGER CT M	40210	2
030199	1609 BULGER CT A	40210	3
030200	1609 BULGER CT B	40210	3
030201	1609 BULGER CT C	40210	3
030202	1609 BULGER CT D	40210	3
030203	1609 BULGER CT E	40210	3
030204	1609 BULGER CT F	40210	3
030205	1609 BULGER CT H	40210	3
030206	1609 BULGER CT J	40210	3
030207	1609 BULGER CT K	40210	3

UNIT	ADDR	ZIP CODE	BR SZ
030208	1609 BULGER CT M	40210	3
030209	1612 BRASHEAR DR A	40210	2
030210	1612 BRASHEAR DR B	40210	2
030211	1612 BRASHEAR DR C	40210	2
030212	1612 BRASHEAR DR D	40210	2
030213	1612 BRASHEAR DR E	40210	2
030214	1612 BRASHEAR DR F	40210	2
030215	1612 BRASHEAR DR H	40210	2
030216	1612 BRASHEAR DR J	40210	2
030217	1612 BRASHEAR DR K	40210	2
030218	1612 BRASHEAR DR M	40210	2
030219	1612 BRASHEAR DR N	40210	2
030220	1612 BRASHEAR DR P	40210	2
030221	1618 BRASHEAR DR A	40210	2
030222	1618 BRASHEAR DR B	40210	2
030223	1618 BRASHEAR DR C	40210	2
030224	1618 BRASHEAR DR D	40210	2
030225	1618 BRASHEAR DR E	40210	2
030226	1618 BRASHEAR DR F	40210	2
030227	1618 BRASHEAR DR H	40210	2
030228	1618 BRASHEAR DR J	40210	2
030229	1618 BRASHEAR DR K	40210	2
030230	1618 BRASHEAR DR M	40210	2
030231	1618 BRASHEAR DR N	40210	2
030232	1618 BRASHEAR DR P	40210	2
030233	1619 S 13TH ST A	40210	2
030234	1619 S 13TH ST B	40210	2
030235	1619 S 13TH ST C	40210	2
030236	1619 S 13TH ST D	40210	2
030237	1619 S 13TH ST E	40210	2
030238	1619 S 13TH ST F	40210	2
030239	1619 S 13TH ST H	40210	2
030240	1619 S 13TH ST J	40210	2
030241	1619 S 13TH ST K	40210	2
030242	1619 S 13TH ST M	40210	2
030243	1619 S 13TH ST N	40210	2
030244	1619 S 13TH ST P	40210	2
030245	1629 S 13TH ST A	40210	2
030246	1629 S 13TH ST B	40210	2
030247	1629 S 13TH ST C	40210	2
030248	1629 S 13TH ST D	40210	2
030249	1629 S 13TH ST E	40210	2
030250	1629 S 13TH ST F	40210	2
030251	1629 S 13TH ST H	40210	2
030252	1629 S 13TH ST J	40210	2
030253	1629 S 13TH ST K	40210	2
030254	1629 S 13TH ST M	40210	2
030255	1629 S 13TH ST N	40210	2
030256	1629 S 13TH ST P	40210	2
030257	1624 BRASHEAR DR A	40210	2
030258	1624 BRASHEAR DR B	40210	2

UNIT	ADDR	ZIP CODE	BR SZ
030259	1624 BRASHEAR DR C	40210	2
030260	1624 BRASHEAR DR D	40210	2
030261	1624 BRASHEAR DR E	40210	2
030262	1624 BRASHEAR DR F	40210	2
030263	1624 BRASHEAR DR H	40210	2
030264	1624 BRASHEAR DR J	40210	2
030266	1624 BRASHEAR DR M	40210	2
030267	1624 BRASHEAR DR N	40210	2
030268	1624 BRASHEAR DR P	40210	2
030269	1631 BRASHEAR DR A	40210	4
030270	1631 BRASHEAR DR B	40210	4
030271	1631 BRASHEAR DR C	40210	4
030272	1631 BRASHEAR DR D	40210	4
030273	1631 BRASHEAR DR E	40210	4
030274	1631 BRASHEAR DR F	40210	4
030275	1631 BRASHEAR DR H	40210	4
030276	1631 BRASHEAR DR J	40210	4
030281	1617 BRASHEAR DR A	40210	4
030282	1617 BRASHEAR DR B	40210	4
030283	1617 BRASHEAR DR C	40210	4
030284	1617 BRASHEAR DR D	40210	4
030285	1617 BRASHEAR DR E	40210	4
030286	1617 BRASHEAR DR F	40210	4
030287	1617 BRASHEAR DR H	40210	4
030288	1617 BRASHEAR DR J	40210	4
030293	1601 BRASHEAR DR A	40210	4
030294	1601 BRASHEAR DR B	40210	4
030295	1601 BRASHEAR DR C	40210	4
030296	1601 BRASHEAR DR D	40210	4
030297	1601 BRASHEAR DR E	40210	4
030298	1601 BRASHEAR DR F	40210	4
030299	1601 BRASHEAR DR H	40210	4
030300	1601 BRASHEAR DR J	40210	4
030305	1632 MOORE CT A	40210	4
030306	1632 MOORE CT B	40210	3
030307	1632 MOORE CT C	40210	3
030308	1632 MOORE CT D	40210	4
030309	1632 MOORE CT E	40210	4
030310	1632 MOORE CT F	40210	3
030311	1632 MOORE CT H	40210	3
030312	1632 MOORE CT J	40210	4
030313	1626 MOORE CT A	40210	4
030314	1626 MOORE CT B	40210	3
030315	1626 MOORE CT C	40210	3
030316	1626 MOORE CT D	40210	4
030317	1626 MOORE CT E	40210	3
030318	1626 MOORE CT F	40210	3
030319	1626 MOORE CT H	40210	3
030320	1626 MOORE CT J	40210	4
030321	1620 MOORE CT A	40210	4
030322	1620 MOORE CT B	40210	3

UNIT	ADDR	ZIP CODE	BR SZ
030323	1620 MOORE CT C	40210	3
030324	1620 MOORE CT D	40210	3
030325	1620 MOORE CT E	40210	4
030326	1620 MOORE CT F	40210	3
030327	1620 MOORE CT H	40210	3
030328	1620 MOORE CT J	40210	4
030329	1614 MOORE CT A	40210	4
030330	1614 MOORE CT B	40210	3
030331	1614 MOORE CT C	40210	3
030332	1614 MOORE CT D	40210	4
030333	1614 MOORE CT E	40210	3
030334	1614 MOORE CT F	40210	3
030335	1614 MOORE CT H	40210	3
030336	1614 MOORE CT J	40210	4
030337	1608 MOORE CT A	40210	4
030338	1608 MOORE CT B	40210	3
030339	1608 MOORE CT C	40210	3
030340	1608 MOORE CT D	40210	3
030341	1608 MOORE CT E	40210	4
030342	1608 MOORE CT F	40210	3
030343	1608 MOORE CT H	40210	3
030344	1608 MOORE CT J	40210	4
030345	1602 MOORE CT A	40210	4
030346	1602 MOORE CT B	40210	3
030347	1602 MOORE CT C	40210	3
030348	1602 MOORE CT D	40210	4
030349	1602 MOORE CT E	40210	4
030350	1602 MOORE CT F	40210	3
030351	1602 MOORE CT H	40210	3
030352	1602 MOORE CT J	40210	4
030353	1600 S 11TH ST A	40210	1
030354	1600 S 11TH ST B	40210	1
030355	1600 S 11TH ST C	40210	1
030356	1600 S 11TH ST D	40210	1
030357	1600 S 11TH ST E	40210	1
030358	1600 S 11TH ST F	40210	1
030359	1600 S 11TH ST H	40210	1
030360	1600 S 11TH ST J	40210	1
030361	1600 S 11TH ST K	40210	1
030362	1600 S 11TH ST M	40210	1
030363	1600 S 11TH ST N	40210	1
030364	1600 S 11TH ST P	40210	1
030365	1616 S 11TH ST A	40210	1
030366	1616 S 11TH ST B	40210	1
030367	1616 S 11TH ST C	40210	1
030368	1616 S 11TH ST D	40210	1
030369	1616 S 11TH ST E	40210	1
030370	1616 S 11TH ST F	40210	1
030371	1616 S 11TH ST H	40210	1
030372	1616 S 11TH ST J	40210	1
030373	1616 S 11TH ST K	40210	1

UNIT	ADDR	ZIP CODE	BR SZ
030374	1616 S 11TH ST M	40210	1
030375	1616 S 11TH ST N	40210	1
030376	1616 S 11TH ST P	40210	1
030377	1630 S 11TH ST A	40210	1
030378	1630 S 11TH ST B	40210	1
030379	1630 S 11TH ST C	40210	1
030380	1630 S 11TH ST D	40210	1
030381	1630 S 11TH ST E	40210	1
030382	1630 S 11TH ST F	40210	1
030383	1630 S 11TH ST H	40210	1
030384	1630 S 11TH ST J	40210	1
030385	1630 S 11TH ST K	40210	1
030386	1630 S 11TH ST M	40210	1
030387	1630 S 11TH ST N	40210	1
030388	1630 S 11TH ST P	40210	1
030389	1714 S 13TH ST A	40210	1
030390	1714 S 13TH ST B	40210	1
030391	1714 S 13TH ST C	40210	1
030392	1714 S 13TH ST D	40210	1
030393	1714 S 13TH ST E	40210	1
030394	1714 S 13TH ST F	40210	1
030395	1714 S 13TH ST H	40210	1
030396	1714 S 13TH ST J	40210	1
030397	1714 S 13TH ST K	40210	1
030398	1714 S 13TH ST M	40210	1
030399	1714 S 13TH ST N	40210	1
030400	1714 S 13TH ST P	40210	1
030401	1700 S 13TH ST A	40210	1
030402	1700 S 13TH ST B	40210	1
030403	1700 S 13TH ST C	40210	1
030404	1700 S 13TH ST D	40210	1
030405	1700 S 13TH ST E	40210	1
030406	1700 S 13TH ST F	40210	1
030407	1700 S 13TH ST H	40210	1
030408	1700 S 13TH ST J	40210	1
030409	1700 S 13TH ST K	40210	1
030410	1700 S 13TH ST M	40210	1
030411	1700 S 13TH ST N	40210	1
030412	1700 S 13TH ST P	40210	1
030413	1628 S 13TH ST A	40210	1
030414	1628 S 13TH ST B	40210	1
030415	1628 S 13TH ST C	40210	1
030416	1628 S 13TH ST D	40210	1
030417	1628 S 13TH ST E	40210	1
030418	1628 S 13TH ST F	40210	1
030419	1628 S 13TH ST H	40210	1
030420	1628 S 13TH ST J	40210	1
030421	1628 S 13TH ST K	40210	1
030422	1628 S 13TH ST M	40210	1
030423	1628 S 13TH ST N	40210	1
030424	1628 S 13TH ST P	40210	1

UNIT	ADDR	ZIP CODE	BR SZ
030425	1625 PATTON CT A	40210	2
030426	1625 PATTON CT B	40210	2
030427	1625 PATTON CT C	40210	2
030428	1625 PATTON CT D	40210	2
030430	1625 PATTON CT F	40210	2
030431	1625 PATTON CT H	40210	2
030432	1625 PATTON CT J	40210	2
030433	1625 PATTON CT K	40210	2
030434	1625 PATTON CT M	40210	2
030435	1625 PATTON CT N	40210	2
030436	1625 PATTON CT P	40210	2
030437	1631 PATTON CT A	40210	2
030438	1631 PATTON CT B	40210	2
030439	1631 PATTON CT C	40210	2
030440	1631 PATTON CT D	40210	2
030441	1631 PATTON CT E	40210	2
030442	1631 PATTON CT F	40210	2
030443	1631 PATTON CT H	40210	2
030444	1631 PATTON CT J	40210	2
030445	1631 PATTON CT K	40210	2
030446	1631 PATTON CT M	40210	2
030447	1631 PATTON CT N	40210	2
030448	1631 PATTON CT P	40210	2
030449	1701 PATTON CT A	40210	3
030450	1701 PATTON CT B	40210	3
030451	1701 PATTON CT C	40210	3
030452	1701 PATTON CT D	40210	3
030453	1701 PATTON CT E	40210	3
030454	1701 PATTON CT F	40210	3
030455	1701 PATTON CT H	40210	3
030456	1701 PATTON CT J	40210	3
030457	1701 PATTON CT K	40210	3
030458	1701 PATTON CT M	40210	3
030459	1707 PATTON CT A	40210	2
030460	1707 PATTON CT B	40210	2
030461	1707 PATTON CT C	40210	2
030462	1707 PATTON CT D	40210	2
030463	1707 PATTON CT E	40210	2
030464	1707 PATTON CT F	40210	2
030465	1707 PATTON CT H	40210	2
030466	1707 PATTON CT J	40210	2
030467	1707 PATTON CT K	40210	2
030468	1707 PATTON CT M	40210	2
030469	1707 PATTON CT N	40210	2
030470	1707 PATTON CT P	40210	2
030471	1713 PATTON CT A	40210	2
030472	1713 PATTON CT B	40210	2
030473	1713 PATTON CT C	40210	2
030474	1713 PATTON CT D	40210	2
030475	1713 PATTON CT E	40210	2
030476	1713 PATTON CT F	40210	2

UNIT	ADDR	ZIP CODE	BR SZ
030477	1713 PATTON CT H	40210	2
030478	1713 PATTON CT J	40210	2
030479	1713 PATTON CT K	40210	2
030480	1713 PATTON CT M	40210	2
030481	1713 PATTON CT N	40210	2
030482	1713 PATTON CT P	40210	2
030483	1719 PATTON CT A	40210	2
030484	1719 PATTON CT B	40210	2
030485	1719 PATTON CT C	40210	2
030486	1719 PATTON CT D	40210	2
030487	1719 PATTON CT E	40210	2
030488	1719 PATTON CT F	40210	2
030489	1719 PATTON CT H	40210	2
030490	1719 PATTON CT J	40210	2
030491	1719 PATTON CT K	40210	2
030492	1719 PATTON CT M	40210	2
030493	1719 PATTON CT N	40210	2
030494	1719 PATTON CT P	40210	2
030495	1702 PATTON CT A	40210	3
030496	1702 PATTON CT B	40210	3
030497	1702 PATTON CT C	40210	3
030498	1702 PATTON CT D	40210	3
030499	1702 PATTON CT E	40210	3
030500	1702 PATTON CT F	40210	3
030501	1702 PATTON CT H	40210	3
030502	1702 PATTON CT J	40210	3
030503	1702 PATTON CT K	40210	3
030504	1702 PATTON CT M	40210	3
030505	1708 PATTON CT A	40210	3
030506	1708 PATTON CT B	40210	1
030507	1708 PATTON CT C	40210	1
030508	1708 PATTON CT D	40210	1
030509	1708 PATTON CT E	40210	1
030510	1708 PATTON CT F	40210	3
030511	1708 PATTON CT H	40210	3
030512	1708 PATTON CT J	40210	1
030513	1708 PATTON CT K	40210	1
030514	1708 PATTON CT M	40210	1
030515	1708 PATTON CT N	40210	1
030516	1708 PATTON CT P	40210	3
030517	1714 PATTON CT A	40210	3
030518	1714 PATTON CT B	40210	1
030519	1714 PATTON CT C	40210	1
030520	1714 PATTON CT D	40210	1
030521	1714 PATTON CT E	40210	1
030522	1714 PATTON CT F	40210	3
030523	1714 PATTON CT H	40210	3
030524	1714 PATTON CT J	40210	1
030525	1714 PATTON CT K	40210	1
030526	1714 PATTON CT M	40210	1
030527	1714 PATTON CT N	40210	1

UNIT	ADDR	ZIP CODE	BR SZ
030528	1714 PATTON CT P	40210	3
030529	1715 HARROD CT A	40210	1
030530	1715 HARROD CT B	40210	1
030531	1715 HARROD CT C	40210	1
030532	1715 HARROD CT D	40210	1
030533	1715 HARROD CT E	40210	1
030534	1715 HARROD CT F	40210	1
030535	1715 HARROD CT H	40210	1
030536	1715 HARROD CT J	40210	1
030537	1715 HARROD CT K	40210	1
030538	1715 HARROD CT M	40210	1
030539	1715 HARROD CT N	40210	1
030540	1715 HARROD CT P	40210	1
030541	1721 HARROD CT A	40210	1
030542	1721 HARROD CT B	40210	1
030543	1721 HARROD CT C	40210	1
030544	1721 HARROD CT D	40210	1
030545	1721 HARROD CT E	40210	1
030546	1721 HARROD CT F	40210	1
030547	1721 HARROD CT H	40210	1
030548	1721 HARROD CT J	40210	1
030549	1721 HARROD CT K	40210	1
030550	1721 HARROD CT M	40210	1
030551	1721 HARROD CT N	40210	1
030552	1721 HARROD CT P	40210	1
030553	1730 PATTON CT A	40210	3
030554	1730 PATTON CT B	40210	1
030555	1730 PATTON CT C	40210	1
030556	1730 PATTON CT D	40210	1
030557	1730 PATTON CT E	40210	1
030558	1730 PATTON CT F	40210	3
030559	1730 PATTON CT H	40210	3
030560	1730 PATTON CT J	40210	1
030561	1730 PATTON CT K	40210	1
030562	1730 PATTON CT M	40210	1
030563	1730 PATTON CT N	40210	1
030564	1730 PATTON CT P	40210	3
030565	1736 PATTON CT A	40210	3
030566	1736 PATTON CT B	40210	3
030567	1736 PATTON CT C	40210	3
030568	1736 PATTON CT D	40210	3
030569	1736 PATTON CT E	40210	3
030570	1736 PATTON CT F	40210	3
030571	1736 PATTON CT H	40210	3
030572	1736 PATTON CT J	40210	3
030573	1736 PATTON CT K	40210	3
030574	1736 PATTON CT M	40210	3
030575	1742 PATTON CT A	40210	4
030576	1742 PATTON CT B	40210	3
030577	1742 PATTON CT C	40210	3
030578	1742 PATTON CT D	40210	4

UNIT	ADDR	ZIP CODE	BR SZ
030579	1742 PATTON CT E	40210	4
030580	1742 PATTON CT F	40210	3
030581	1742 PATTON CT H	40210	3
030582	1742 PATTON CT J	40210	4
030583	1743 PATTON CT A	40210	3
030584	1743 PATTON CT B	40210	3
030585	1743 PATTON CT C	40210	3
030586	1743 PATTON CT D	40210	3
030587	1743 PATTON CT E	40210	3
030588	1743 PATTON CT F	40210	3
030589	1743 PATTON CT H	40210	3
030590	1743 PATTON CT J	40210	3
030591	1743 PATTON CT K	40210	3
030592	1743 PATTON CT M	40210	3
030593	1737 PATTON CT A	40210	2
030594	1737 PATTON CT B	40210	2
030595	1737 PATTON CT C	40210	2
030596	1737 PATTON CT D	40210	2
030597	1737 PATTON CT E	40210	2
030598	1737 PATTON CT F	40210	2
030599	1737 PATTON CT H	40210	2
030600	1737 PATTON CT J	40210	2
030601	1737 PATTON CT K	40210	2
030602	1737 PATTON CT M	40210	2
030603	1737 PATTON CT N	40210	2
030604	1737 PATTON CT P	40210	2
030605	1731 PATTON CT A	40210	2
030606	1731 PATTON CT B	40210	2
030607	1731 PATTON CT C	40210	2
030608	1731 PATTON CT D	40210	2
030609	1731 PATTON CT E	40210	2
030610	1731 PATTON CT F	40210	2
030611	1731 PATTON CT H	40210	2
030612	1731 PATTON CT J	40210	2
030613	1731 PATTON CT K	40210	2
030614	1731 PATTON CT M	40210	2
030615	1731 PATTON CT N	40210	2
030616	1731 PATTON CT P	40210	2
030617	1725 PATTON CT A	40210	2
030618	1725 PATTON CT B	40210	2
030619	1725 PATTON CT C	40210	2
030620	1725 PATTON CT D	40210	2
030621	1725 PATTON CT E	40210	2
030622	1725 PATTON CT F	40210	2
030623	1725 PATTON CT H	40210	2
030624	1725 PATTON CT J	40210	2
030625	1725 PATTON CT K	40210	2
030626	1725 PATTON CT M	40210	2
030627	1725 PATTON CT N	40210	2
030628	1725 PATTON CT P	40210	2
030629	1728 S 13TH ST A	40210	1

UNIT	ADDR	ZIP CODE	BR SZ
030630	1728 S 13TH ST B	40210	1
030631	1728 S 13TH ST C	40210	1
030632	1728 S 13TH ST D	40210	1
030633	1728 S 13TH ST E	40210	1
030634	1728 S 13TH ST F	40210	1
030635	1728 S 13TH ST H	40210	1
030636	1728 S 13TH ST J	40210	1
030637	1728 S 13TH ST K	40210	1
030638	1728 S 13TH ST M	40210	1
030639	1728 S 13TH ST N	40210	1
030640	1728 S 13TH ST P	40210	1
030641	1744 S 13TH ST A	40210	1
030642	1744 S 13TH ST B	40210	1
030643	1744 S 13TH ST C	40210	1
030644	1744 S 13TH ST D	40210	1
030645	1744 S 13TH ST E	40210	1
030646	1744 S 13TH ST F	40210	1
030647	1744 S 13TH ST H	40210	1
030648	1744 S 13TH ST J	40210	1
030649	1744 S 13TH ST K	40210	1
030650	1744 S 13TH ST M	40210	1
030651	1744 S 13TH ST N	40210	1
030652	1744 S 13TH ST P	40210	1
			1284

Louisville Metro Fiber near Parkway Place

H. Attachment 2



Details

- Louisville Metro has dark fiber available to support this project
- Purpose of our involvement is support Louisville Metro Housing Authority residents connected to the internet
- The terms of our agreement will depend on how many strands you request AND the terms of your proposal. The more favorable they are to the residents, the more favorable our terms will be.

Contact Info

Ed Blayney

Civic Technology Manager

Office of Civic Innovation & Technology

Louisville Metro Government

ed.blayney@louisvilleky.gov

SECTION M
(v.5370C)

**MBE, WBE & DBE, and SECTION 3 PROGRAMS
CONTRACTUAL REQUIREMENTS, FORMS AND
DOCUMENTS**

LMHA Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disabled Business Enterprise (DBE) and Section 3 Programs

All bidders must comply with the requirements of LMHA's MBE, WBE and DBE, and Section 3 Programs to be considered responsive.

THE PARTICIPATION PERCENTAGE GOALS FOR THIS PROJECT ARE:

MBE - TWENTY-FIVE PERCENT (25%)

WBE - TEN PERCENT (10%)

DBE - ONE HALF OF ONE PERCENT (.5%)

SECTION 3 REQUIRED NUMERICAL GOALS:

- **AWARD AT LEAST 10% OF THE TOTAL DOLLAR AMOUNT OF THE CONTRACT TO SECTION 3 BUSINESS CONCERNS**
- **HIRING SECTION 3 RESIDENTS IN A NUMBER EQUAL TO AT LEAST 30% OF THE AGGREGATE NUMBER OF NEW HIRES**

I. LMHA Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disabled Business Enterprise (DBE) Programs

A. *Generally*

This contract includes provisions regarding **MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISE (WBE), and DISABLED BUSINESS ENTERPRISE (DBE)** solicitation and employment for firms wishing to participate in LMHA federally funded procurement activities that have potential for MBE, WBE, or DBE involvement in accordance with Executive Order 11625.

FAILURE TO MEET THE MBE, WBE and DBE GOALS MAY HAVE A SERIOUS IMPACT ON THE EVALUATION OF A BIDDER'S RESPONSIVENESS!

B. Definitions

The following definitions are used throughout the bid documents and Contract Documents:

1. **MBE** - Means Minority Business Enterprise. That is, a business which is fifty-one percent (51%), or more, owned by one or more persons who are members of a racial minority ("Racial Minority" is defined below), and in which such persons share economic interests and have proportionate control over management, interest in capital, and interest in earnings (minority/non-minority joint ventures are addressed elsewhere in these documents).
2. **WBE** - Means Women Business Enterprise. That is, a business which is at least fifty-one percent (51%) owned by one or more females, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more females; is managed by, and the daily business operations are controlled by one or more females; and is a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.
3. **DBE** - Means Disabled Business Enterprise. That is, a business which is fifty-one percent (51%), or more, owned by one or more disabled individuals, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more disabled individuals; is managed by, and the daily business operations are controlled by one or more disabled individual; and is a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.
4. **MBE Certification** -- All MBE, WBE, and DBE firms must be certified through either the **Tri-State Minority Supplier Development Council**, the **Louisville and Jefferson County Human Relations Commission**, or must provide evidence satisfactory to LMHA of minority ownership.
5. **Racial Minority** - Also called "Minority," means any United States Citizen who is:
 - a) **African American** (racial classification 2) - All persons of origins in any black African racial group not of Hispanic origin; or,
 - b) **Hispanic American** (racial classification 3) - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish descended culture or origin, regardless of race; or,

- c) **Asian American** (racial classification 4) - All persons having origins in any of the Pre-Magellanic peoples of the Far East, Southeast Asia, the Indian Sub-Continent, or the Pacific Islands; or,
 - d) **American Indian or Native Alaskan** (racial classification 5) - All persons having origins in any of the Pre-Colombian peoples of North America, including Alaska, who maintain identifiable tribal affiliations, through membership and participation or community-identification; or,
 - e) **Hasidic Jew** (racial classification 6) - All persons having origins in the Hasidic Jewish culture, who maintain identifiable cultural affiliations, through membership and participation or community-identification.
6. **Disabled Person** - Means any person who has a physical or mental impairment which substantially limits one or more of such person's major life activities, or has a record of such an impairment, or is regarded as having such an impairment.
7. **Woman** - Means a person born with the physical and genetic characteristics commonly associated with the female gender as currently defined by the professional medical community.

Women and disabled persons are not "Minority" persons, for the purposes of this project, unless they also meet one of the above-indicated definitions of a "Racial Minority."

C. MBE, WBE, and DBE Certification

All MBE, WBE, and DBE firms must be certified through the **Tri-State Minority Supplier Development Council**, 600 W. Main Street, Louisville, Kentucky 40202, (502) 625-0159, or the **Louisville and Jefferson County Human Relations Commission**, 410 West Chestnut Street, Louisville, Kentucky 40202, (502)574-3631. Certifications from other agencies will be reviewed on a case by case basis. A copy of the certification must be submitted upon request.

Questions concerning MBE participation may be directed to the Louisville Metro Housing Authority's MBE/Section 3 Coordinator, Phil Reidinger, at (502) 569-4922 or Reidinger@LMHA1.org.

1. Certification through one or more of the listed agencies indicates that a firm meets or exceeds the certifying agency's requirements for MBE, WBE, or DBE certification, however, it should not be construed as implying LMHA approval of such MBE, WBE, or DBE. MBE, WBE, or DBE certification is not indicative of any qualification to perform the work for which the Bidder has proposed the MBE firm. It is the Bidder's inherent responsibility to ensure, **prior to submitting a bid**, that **ALL** proposed subcontractors are qualified.

D. MBE, WBE, and DBE Participation in LMHA Contracts

This policy applies to LMHA projects for construction, demolition, renovation, abatement, and similar activities. HUD mandates that the primary procurement responsibility of PHAs is to secure the best goods or services at the best price. However, MBE, WBE, and DBE participation is an integral and highly important part of LMHA's contracting activities. A minimum MBE, WBE, and DBE participation percentage goal has been established for this project and set forth above. The potential for achieving the MBE, WBE, and DBE participation percentage goal may depend upon the relative availability of MBE, WBE, and DBE firms in the categories of work anticipated. The Contract will be awarded to the responsible and responsive bidder who submits the lowest price, provided award serves LMHA's best interests.

1. **IN ORDER TO BE CONSIDERED RESPONSIVE**, a bidder must either meet the goals or provide evidence conclusively demonstrating that it made a strenuous, albeit unsuccessful, good faith effort to meet the goals. **Failure to aggressively respond to these requirements** is grounds for rejection of bid as non-responsive.
2. Law prohibits public housing agencies, including LMHA, from mandating MBE, WBE, or DBE participation. Bidders on LMHA projects are not obligated to use MBE, WBE, or DBE goods or services simply to meet the MBE, WBE, or DBE participation goal if the goods or services are available from non-MBE, non-WBE, or non-DBE sources at lower cost or using the MBE, WBE, or DBE would increase the cost of performance. Likewise, this policy shall not be construed as endorsing the representation of MBE, WBE, or DBE participation, when in fact a substantial portion of the participation proposed to be performed by an MBE, WBE, or DBE will be performed by the Contractor or by a third tier, non-MBE, non-WBE, or non-DBE subcontractor. For example:

If, on the *List of Proposed Subcontractors*, the bidder indicates that an MBE, WBE, or DBE will provide case work and trim carpentry services; and, the MBE, WBE, or DBE intends to, or commonly does, subcontract a substantial portion of its work to third tier non-MBE, non-WBE, or non-DBE subcontractors; such conditions would conflict with the intent of LMHA's MBE, WBE, and DBE Policy and the bidder's MBE, WBE, or DBE participation percentage would be reduced commensurately and its responsiveness reevaluated accordingly. The foregoing statements should not be construed as diminishing LMHA's commitment to MBE, WBE, or DBE participation. LMHA is committed to MBE, WBE, and DBE participation and expects contractors to employ MBE, WBE, and DBE firms to the fullest extent feasible.

E. Calculating MBE Participation

1. General -- An MBE's, WBE's, and DBE's participation in the Contract may count toward the goal to the extent that the MBE, WBE, or DBE performs Contract work with its own forces or through an MBE, WBE, or DBE subcontractor that uses its own forces. Work that an MBE, WBE, or DBE subcontracts to a non-MBE, non-WBE, or non-DBE subcontractor does not count toward the goal. Any contractor, subcontractor, or joint venture, that claims MBE, WBE, or DBE participation may be required, at any time, to produce evidence that the portion of the total contract price claimed was actually awarded to, performed, or supplied by MBE, WBE, or DBE firms.
2. MBE, WBE, and DBE Qualifications -- For their participation to count toward the goal, MBE, WBE, and DBE firms must be currently certified as MBE, WBE, or DBE firms at the time of the bid opening. MBE, WBE, and DBE firms, to participate in the Contract, must meet all the responsiveness and responsibility requirements imposed on other contractors and subcontractors under the Contract.
3. Commercial Utility -- The participation of an MBE, WBE, or DBE may count toward the goal only if the MBE, WBE, or DBE performs a commercially useful function in executing the Contract work.
 - a) An MBE, WBE, or DBE firm's function may be commercially useful if it includes direct, day-to-day responsibility for significant work of the Contract and the MBE, WBE, or DBE actually fulfills its responsibilities by performing, managing, and supervising that work.
 - b) Responsibility for negotiating prices, determining quality and quantities, ordering, installing, and paying for materials and supplies involved in the MBE's, WBE's, or DBE's portion of the Contract work may, also, indicate commercial utility.
 - c) An MBE's, WBE's, or DBE's function is not commercially useful if the firm's actual role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to present the appearance of MBE, WBE, or DBE participation. In determining whether a firm is an extra participant, LMHA may examine similar transactions, contracts, or projects, particularly those in which MBE, WBE, or DBE firms do not participate.
 - d) An MBE, WBE, or DBE that does not perform, or bear and exercise responsibility for, at least 12 percent of the total cost of its Contract work with its own forces, or that subcontracts a greater portion of its Contract work than would be expected under normal industry practice for the type of work involved, is preemptively not performing a commercially useful function. An MBE, WBE, or DBE

may challenge the presumption that it is not performing a commercially useful function. Because no privity can exist between LMHA and a subcontractor, MBE, WBE, and DBE subcontractors must assert such challenges through the prime contractor.

- e) LMHA may evaluate industry practices, the amount and type of work awarded to the MBE, WBE, or DBE, and any other factors LMHA deems appropriate, to determine whether a function is commercially useful.

- 4. MBE, WBE, or DBE Prime Contractors -- MBE, WBE, or DBE firms are under the same obligations as any other prime contractor with respect to LMHA's MBE, WBE, or DBE goals. To receive MBE, WBE, or DBE participation credit, an MBE, WBE, or DBE prime contractor must perform at least 12% of the Contract work with its own forces. MBE, WBE, or DBE prime contractors may be credited with MBE, WBE, or DBE participation to the extent that they perform the Contract work with their own forces and employ MBE, WBE, or DBE subcontractors pursuant to the provisions of this policy. For example:

If an MBE, WBE, or DBE prime contractor will perform \$12,000-worth of work with its own forces, and the total contract price is \$100,000, MBE, WBE, or DBE participation would be 12%. Thus, if the MBE, WBE, or DBE participation goal was 20%, the MBE, WBE, or DBE prime contractor would be short of the goal and required to either obtain another 8% participation or demonstrate fruitless good faith efforts to obtain another 8% and request a waiver of that portion of the goal.

- 5. Non-MBE, WBE, or DBE Prime Contractors - may be credited with MBE, WBE, or DBE participation based on the dollar value of that portion of the total contract work subcontracted to MBE, WBE, or DBE firms and performed by such MBE, WBE, or DBE firms using their own forces or through third tier MBE, WBE, or DBE subcontractors that use their own forces. For example:

If a non-MBE, WBE, or DBE prime contractor subcontracts \$15,000-worth of the total contract work to one or more MBE, WBE, or DBE subcontractors, and the total contract price is \$75,000, MBE, WBE, or DBE participation would be 20% (\$15,000/\$75,000).

- 6. MBE, WBE, or DBE Subcontractors -- To receive MBE, WBE, or DBE participation credit, an MBE, WBE, or DBE subcontractor must perform at least 12% of its portion of the Contract work with its own forces. An MBE, WBE, or DBE subcontractor's participation in the Contract counts toward the goal to the extent that the MBE, WBE, or DBE performs Contract work with its own forces and through third-tier MBE, WBE, or DBE subcontractors that use their own forces. Work that an MBE, WBE, or DBE subcontractor subcontracts to a non-MBE, WBE, or DBE subcontractor does not count toward the goal. For example:

If an MBE, WBE, or DBE firm is subcontracted to fabricate and supply equipment for this project, at least 12% of the fabrication must be performed by the MBE, WBE, or DBE firms' own forces, in its own facility.

- a) A prime contractor shall receive no credit for the participation of an MBE, WBE, or DBE subcontractor unless the prime contractor, before the start of work, delivers to LMHA a fully executed original counterpart of the agreement between the prime contractor and the MBE, WBE, or DBE subcontractor.
- b) Such agreement must bear the prime contractor's and MBE, WBE, or DBE subcontractor's notarized signatures, must state the price the MBE, WBE, or DBE will receive for its work, and must include a reasonably detailed description of the work the subcontractor will perform.

7. Joint Ventures - Joint ventures between an MBE, WBE, or DBE and a non-MBE, WBE, or DBE, bidding and performing as a joint venture prime contractor or sub-contractor, may count toward the goal to the extent of the dollar value of the Contract work performed with the MBE, WBE, or DBE party's forces. For example:

If the joint venture will perform \$35,000-worth of the total contract work with its joint forces, and the MBE, WBE, or DBE party's forces will perform \$15,000-worth of that work, and the total contract price is \$100,000, MBE, WBE, or DBE participation would be 15% (\$15,000/\$100,000).

If, in the preceding example, the joint venture was the prime contractor and employed MBE, WBE, or DBE, WBE, or DBE subcontractors to perform \$10,000-worth of the remaining total contract work, MBE, WBE, or DBE participation would be 25% ((\$15,000 + \$10,000)/\$100,000).

- a) A joint venture shall receive no MBE, WBE, or DBE participation credit unless, before the start of work, it delivers to LMHA a fully executed original counterpart of the "Joint Venture Agreement".
- b) Such agreement must bear the notarized signatures of all parties to the agreement, must state the sum each party will receive for its work, and must include a reasonably detailed description of the work each party will perform.
- c) To be counted at all, the MBE, WBE, or DBE party's portion of the dollar value of the work must be distinct and clearly defined.

8. Materials and Supplies - Any contractor or subcontractor may, under certain conditions, claim MBE, WBE, or DBE participation credit for MBE, WBE, or DBE suppliers who provide materials for the Contract work. MBE, WBE, or DBE supplier participation is based, generally, on the dollar value of the goods purchased from the MBE, WBE, or DBE supplier. For example:

Subject to the conditions following this example, if a non-minority prime contractor purchases \$20,000-worth of supplies from an MBE, WBE, or DBE supplier, and the total contract price is \$100,000, MBE, WBE, or DBE participation would be 20% ($\$20,000/\$100,000$). Materials and supplies purchased from MBE, WBE, or DBE firms for use in the Contract may count toward the goal as follows:

- a) If the materials or supplies are purchased from an MBE, WBE, or DBE manufacturer, 100 percent of the cost of the materials or supplies may count toward the goal.
 - (1) For the purposes of these provisions, a “manufacturer” is a business entity that operates or maintains a factory or production facility that routinely produces, on its premises and in the normal course of its business, materials, supplies, articles or equipment required under the Contract.
- b) Materials and supplies purchased from MBE, WBE, or DBE firms who are regular retail or wholesale dealers will only be counted toward the goal at 60 percent of their cost.
 - (1) For the purposes of these provisions, a “regular retail or wholesale dealer” is a business entity that:
 - (a) owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the normal course of business; and
 - (b) is an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the items required under the Contract.
 - (2) A person may be a regular retail or wholesale dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as described above, if the person owns and operates distribution equipment for distribution of such products.
 - (3) Long-term lease agreements by which a regular retail or wholesale dealer supplements its own distribution equipment may be acceptable as to the goal, but ad hoc or contract-by-contract agreements for that purpose are not.
 - (4) Packagers, brokers, manufacturers’ representatives, and other persons who arrange or expedite transactions are not regular

retail or wholesale dealers within the meaning of these provisions. Such persons' or entities' participation shall not count toward the MBE, WBE, or DBE or DBE goal.

9. Fees or commissions -- charged by an MBE, WBE, or DBE that is neither a manufacturer nor a regular retail or wholesale dealer, for assistance in procuring materials or supplies, or for feed or transportation charges for delivering materials or supplies required under the Contract, may count toward the goal, provided LMHA finds such fees or commissions are reasonable and not excessive in comparison to fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves shall count toward the goal under these circumstances, unless they qualify under one of the other provisions of this subsection.
10. Professional Services -- Fees or commissions charged by an MBE, WBE, or DBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the Contract, may count toward the goal, if LMHA finds them reasonable and not excessive in comparison to fees customarily allowed for similar services.
11. Any contractor, subcontractor, or joint venture that claims MBE, WBE, or DBE participation may, at any time, be required to produce evidence that the portion of the total contract price claimed was actually awarded to, and performed or supplied, by MBE, WBE, or DBE firms.

F. Required Forms

Bidders must submit the following two (2) forms, among others, as a part of the bid proposal, regarding proposed employment of MBE, WBE, or DBE firms on this project:

1. *Schedule of Minority Business Participation*
 - a) The Bidder shall list, on this form, all MBE, WBE, or DBE firms proposed to perform as prime contractors or subcontractors for this project; the type of work to be performed; the anticipated start and completion dates for the work to be performed; and the agreed upon price for the work.
 - b) The Bidder, by completing this form, represents that, if awarded this contract, it will enter into formal contracts (provided each MBE, WBE, or DBE is accepted, in writing, by LMHA), in the amounts indicated, with the MBE, WBE, or DBE firms listed on this form.
2. *Schedule of MBE, WBE, or DBE Unavailability*
 - a) In the event the Bidder is unable to achieve the MBE, WBE, or DBE participation percentage goal, the Bidder shall list on this form all MBE,

WBE, or DBE firms contacted and/or considered, but not proposed to participate in this project, and the reasons they are not proposed to participate.

FAILURE TO SATISFY THE MBE, WBE, or DBE PARTICIPATION PERCENTAGE GOALS MAY HAVE A SIGNIFICANT ADVERSE IMPACT ON A BIDDER'S RESPONSIVENESS!

G. Evidence of Responsiveness

As evidence that the Bidder has made a significant good faith effort to involve MBE, WBE, or DBE firms in this project, the Contractor, upon request, shall make available to the Louisville Metro Housing Authority such documentation as is described below.

Bidders that fail to meet MBE, WBE, or DBE goals and fail to demonstrate sufficient good faith efforts to merit a waiver, may be required to forfeit their bid guaranty as agreed liquidated damages.

H. Waiver of MBE, WBE, or DBE Goals

Minority Business Enterprise participation is a priority objective of this agency and LMHA's MBE, WBE, and DBE policy applies to all construction and abatement contracts. If, because of extreme circumstances, a bidder cannot meet the MBE, WBE, or DBE participation percentage goal, LMHA may grant a full or partial waiver of the goal. LMHA will, however, grant a waiver of the MBE, WBE, or DBE participation percentage goal only upon receipt of persuasive evidence that a bidder has made diligent, albeit ultimately unsuccessful, efforts to meet the MBE, WBE, or DBE participation percentage goal (as further explained below).

1. **Bidders must make every reasonable effort to meet the MBE, WBE, or DBE goals.**

Limited or merely formalistic efforts are not considered "good faith" efforts. The bidder must demonstrate that, given all relevant circumstances, it actively and aggressively endeavored to meet the MBE, WBE, or DBE goals.

2. **In the event a bidder finds that it cannot fully satisfy the MBE, WBE, or DBE goals of this solicitation, the bidder must submit a written request for a full or partial waiver of the goals and receive approval prior to submission of bid. All request for waivers for MBE, WBE, and DBE must be submitted with the proposals.**

The "MBE, WBE and DBE Waiver Request Information Sheet" can be found on Page 16 of this Section.

IF THE BIDDER WILL NOT USE ANY SUBCONTRACTORS OR HAS MET THE FULL MBE, WBE, AND DBE GOALS, IT IS NOT NECESSARY TO REQUEST A WAIVER.

- a) The written request for a waiver must explain how the bidder views and evaluates the subcontractable components of a project and why the bidder was unable to attain the MBE, WBE, or DBE participation percentage goal. The request must also include detailed narrative statements describing the bidder's "good faith" efforts to secure MBE, WBE, and DBE participation. If bidder has requested such waiver from LMHA within the last five (5) years, submit copies of all waiver requests.
3. Examples of "good faith efforts" to attain the MBE, WBE, or DBE goal include, but are not necessarily limited to:
- a) **Attending scheduled meetings**, regarding the project.
 - b) **Providing written notice**, (preferably certified mail) to a reasonable number of MBE, WBE, and DBE firms requesting bids. *A reasonable number means at least as many MBE, WBE, or DBE firms as non-MBE, WBE, or DBE firms, in each trade category, must be contacted.* Copies of certified letters sent to MBE, WBE, or DBE firms requesting bids, and original, signed, receipts, or copies of telegrams soliciting bids from MBE, WBE, or DBE firms, indicating the date of delivery, would be considered evidence of such efforts.
 - c) **Allowing sufficient time** (five working days, or more, as time permits) **for MBE, WBE, and DBE firms to respond** to a written notice. *Sufficient time means initiating contact with MBE, WBE, or DBE firms at least as far in advance of the bid date as contact is initiated with non-MBE, WBE, or DBE firms.* Original responses from MBE, WBE, or DBE firms indicating the reasons why they do not wish to participate in this project and bids received from MBE, WBE, or DBE firms on those firm's letterhead or standard bid forms would be considered evidence of such efforts.
 - d) **Following up** written notification by **telephone or other means**. Date-stamped copies of telephone conversation records and faxed letters would be considered evidence of such efforts.
 - e) **Contacting MBE, WBE, and DBE assistance agencies** and organizations (see Section J of Official Bid Package for lists) and the LMHA's MBE/Section 3 Coordinator at (502) 569-4922, for assistance in locating qualified MBE, WBE, or DBE firms. Date-stamped copies of telephone conversation records and faxed or mailed letters would be considered evidence of such efforts.
 - f) **Selecting portions of the work to be performed by MBE, WBE, and DBE firms** in order to increase the likelihood of meeting the MBE, WBE, or DBE goals. Documentation demonstrating that extra effort was made to solicit MBE, WBE, or DBE bids for categories of work in which MBE, WBE, or DBE firms are particularly well

represented in the geographical area of the project would be considered evidence of such efforts.

- g) **Providing MBE, WBE, and DBE firms with adequate information about the project** when requesting quotations (i.e., identifying potential subtrades involved in the project and identifying a potential dollar range for those subtrades). Copies of certified letters sent to MBE, WBE, and DBE firms, and original, signed, receipts, date-stamped copies of telephone records and faxed or mailed follow-up letters, or copies of telegrams sent to MBE, WBE, and DBE firms, would be considered evidence of such efforts.
 - h) **Advertising in general circulation media (e.g., Courier-Journal), and media aimed at minorities** (e.g., Louisville Defender), at least 20 days before bids are due. Or, if 20 days are not available, publication for a shorter, but maximum available, period is acceptable. Copies of legal advertisements published as an attempt to obtain MBE, WBE, and DBE involvement would be considered evidence of such efforts.
 - i) **Making efforts to assist MBE, WBE, or DBE firms** in obtaining bonding, credit, or insurance. Date-stamped copies of telephone conversation records and faxed or mailed letters to MBE, WBE, or DBE firms and/or bondsmen, creditors, or insurers would be considered evidence of such efforts.
 - j) **Making efforts to meet and negotiate** with potential MBE, WBE, and DBE Bidders prior to the bid opening. Copies of certified letters sent to MBE, WBE, and DBE firms and original, signed, receipts, date-stamped copies of telephone records and faxed or mailed follow-up letters, or copies of telegrams sent to MBE, WBE, and DBE firms, would be considered evidence of such efforts.
 - k) **Efforts made by the Bidder to expand its search** for MBE, WBE, and DBE firms, beyond the usual geographic boundaries. Documentation demonstrating that such efforts were made would be considered evidence of such efforts.
- 4. LMHA reserves the right to examine the Bidder's bid preparation materials, including all requests for bids the Bidder issued to potential subcontractors, the Bidder's bid calculation work sheets, and the Bidder's telephone records, notes, and any other information LMHA believes may be helpful in verifying the Bidder's assertions.
 - 5. LMHA's "MBE, WBE and DBE Waiver Request" review protocol includes the following steps:
 - a) The contractor's "MBE, WBE and DBE Waiver Request" and supporting documentation will be reviewed by the MBE, WBE, DBE and Section 3 Coordinator and the appropriate LMHA Directors

- overseeing the solicitation. The Waiver Request Reviewers Team will collectively make a determination for the appropriate waiver action.
- b) The MBE, WBE, DBE and Section 3 Coordinator will send the written recommendation from the Waiver Request Reviewers Team to the Deputy Executive Director. If necessary, the Deputy Executive Director will schedule a meeting with the Waiver Request Reviewers Team for additional dialogue regarding the suggested waiver action.
 - c) The Deputy Executive Director will forward its and the Waiver Request Reviewers Team's recommendations to the Executive Director for final review and approval. This recommendation will include "MBE, WBE and DBE Waiver Request" and supporting documentation, and a transmittal signature sheet.
 - d) The MBE, WBE, DBE and Section 3 Coordinator will send a written notification regarding the "MBE, WBE and DBE Waiver Request" decision to the contractor or offeror.
6. The bidder's **delivery of a request** for waiver **does not**, in and of itself, **ensure** that such **a request will be granted**.
- a) A full or partial waiver may be granted only after the Louisville Metro Housing Authority has thoroughly reviewed the project's MBE, WBE, or DBE participation potential. Documentation supporting a request for waiver, if such evidence exists, may be presented to the Louisville Metro Housing Authority's Executive Director for a final decision.
 - b) If a waiver is granted, and there are no other impediments to the award of the contract, the contract award process may proceed.
 - c) If a waiver is not granted, or if no request for waiver is received, and the bid is otherwise acceptable, the Louisville Metro Housing Authority may require the Bidder to satisfy the total MBE, WBE, and DBE goals at no additional cost to the Louisville Metro Housing Authority or may deem the Bidder non-responsive.

I. Replacing MBE, WBE, or DBE Subcontractors

- 1. Any contractor who proposes to replace a proposed or accepted MBE, WBE, or DBE subcontractor must maintain the MBE, WBE, or DBE participation percentage that existed prior to the replacement of that subcontractor, or, if possible, achieve an even greater MBE, WBE, or DBE participation percentage. If the contractor finds it cannot satisfy these requirements, it must submit a request for waiver of the MBE, WBE, or DBE participation percentage goal, as prescribed above.
- 2. LMHA reserves the right to conduct compliance reviews on minority and non-minority contractors that utilize MBE, WBE, or DBE subcontractors, or perform as joint ventures. Contractors shall maintain records of all MBE, WBE, or DBE participation for three (3) years following completion of the project. Failure on the part of the contractor to comply with these requirements could result in the withholding of payment, termination of the

Contractor's right to proceed with the work, legal fines, imprisonment, or all of the above.

J. Assistance to MBE, WBE, and DBE firms

The Louisville Metro Housing Authority actively works to assist minority vendors and contractors/subcontractors. LMHA is committed to providing equal opportunities for Minority Business Enterprises (MBE, WBE, and DBE firms).

Such opportunities are advertised through newsletters and newspapers, including minority newspapers, minority purchasing councils, and the Department of Housing and Urban Development.

When requested, LMHA will provide special assistance, to the fullest extent possible, to MBE, WBE, and DBE firms, by providing instruction on the preparation of bids, MBE, WBE, and DBE policy, and any other requirements related to LMHA's MBE, WBE, and DBE program, in connection with activities including but not necessarily limited to:

1. Architectural, Engineering, and similar Professional Services contracts;
2. Construction and Maintenance contracts;
3. Purchase Contracts; and,
4. Bank Deposits.

MBE, WBE, or DBE firms, and others, seeking assistance in these areas should first contact:

1. Tri-State Minority Supplier Development Council, 600 West Main Street, Louisville, KY 40202.
Contact: (502) 625-0159
2. Kentucky Cabinet for Economic Development, Department of Existing Business & Industry, Minority Business Division, 2201 Capital Plaza Tower, Frankfort, KY 40601.
Contact: (502) 564-2064
3. Louisville and Jefferson County Human Relations Commission, 410 West Chestnut Street, Suite 300A, Louisville, KY 40202.
Contact: (502) 574-3631

NOTE: The following forms on pages 15-22 shall be completely filled out and submitted with the bid.
--

SCHEDULE OF MBE, WBE, AND DBE PARTICIPATION

(Name of Bidder)

For each MBE, WBE, or DBE firm proposed to participate in this project, **list the firm's name, business address, category of work, percentage of total bid to be performed by the firm, and the firm's Federal Tax ID number in the space provided below. Use additional sheets if necessary.**

The combined total of MBE participation proposed is _____ % of the total bid amount.

The combined total of WBE participation proposed is _____ % of the total bid amount.

The combined total of DBE participation proposed is _____ % of the total bid amount.

In addition to completion of this form, a Bidder who has met the MBE, WBE, and DBE goals must submit a copy of the signed sub-bid from each MBE, WBE, and DBE subcontractor listed with its bid.

The bidder, if successful, agrees to enter into a formal contract with each of the above referenced firms, in the amounts indicated, provided those firms are acceptable to the Louisville Metro Housing Authority.

NOTE: With respect to all MBD, WBE and DBE firms, whether proposed or otherwise, Bidder [or Contractor] hereby certifies that it and its fiduciaries and affiliates (i) have engaged in a fair and impartial manner with all such firms; (ii) have not utilized any such firms to obtain any unfair advantage; (iii) have made no negligent or fraudulent representations or misrepresentations to or about such firms; (iv) and there exist no side deals or undisclosed contracts or agreements that would otherwise frustrate the purpose of contracting with any MBD, WBE or DBE firms.

Signature/Title: _____ Date: _____

NOTE: Failure to complete and submit <u>THIS</u> form or comply with directions therein is ground for bid rejection.

MBE, WBE AND DBE WAIVER REQUEST INFORMATION SHEET

Contractor's Name: _____
Business Address, City, State and Zip Code:

Telephone Number: _____
Contract Person: _____

Project Name and Proposal Number:

WAVIER REQUESTED FOR: (fill in as needed for any that apply)

MBE: _____ **WBE:** _____ **DBE:** _____
% Requested: _____ **% Requested:** _____ **% Requested:** _____

NOTE: The “MBE, WBE and/or DBE waiver percentages” requested, when added with the “MBE, WBE and/ or DBE percentages” proposed on Page 15, must add up to the percentage needed for each category (MBE is 25%; WBE is 10%; and DBE is 0.5%).

STEPS TAKEN TO MEET GOALS: (must choose one for respond for each “step”):

		YES	NO
1	Provide written notice to potential bidders		
2	Allowed sufficient time to respond		
3	Follow-up written notification to potential bidders		
4	Contacting MBE, WBE, and DBE Agencies		
5	Selecting portions of work to be performed by MBE, WBE and DBE		
6	Advertising in general circulation media		
7	Marking efforts to meet and negotiate with potential MBE, WBE and DBE bidders		

PROVIDE A WRITTEN NARRATIVE OF THE “GOOD FAITH EFFORTS” TAKEN AND RESULTS: (Use Additional Sheets if Necessary):

NOTE: With respect to all MBD, WBE and DBE firms, whether proposed or otherwise, Bidder [or Contractor] hereby certifies that it and its fiduciaries and affiliates (i) have engaged in a fair and impartial manner with all such firms; (ii) have not utilized any such firms to obtain any unfair advantage; (iii) have made no negligent or fraudulent representations or misrepresentations to or about such firms; (iv) and there exist no side deals or undisclosed contracts or agreements that would otherwise frustrate the purpose of contracting with any MBD, WBE or DBE firms.

Signature/Title: _____ **Date:** _____

LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required to be submitted with each bidder's proposal, in accordance with the requirements of Section C of this solicitation. All subcontractors are subject to the approval of LMHA. **PROPOSED SUBCONTRACTORS AND SUBCONTRACT AMOUNTS SHALL NOT BE CHANGED, NOR SHALL ANY ADDITIONAL SUBCONTRACTORS BE EMPLOYED, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE LOUISVILLE METRO HOUSING AUTHORITY.**

<u>NAME OF SUBCONTRACTOR</u>	<u>CATEGORY OF WORK</u>	<u>\$ Amount</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

(Employer ID numbers must be provided upon request)
Use Additional Sheets If Necessary

**THIS FORM MUST BE COMPLETED AND SUBMITTED
WITH THE OFFICIAL BID PACKAGE.**

NOTE: WITHIN TWO WEEKS OF CONTRACT EXECUTION, THE GENERAL CONTRACTOR SHALL SUBMIT, FOR THIS CONTRACT, COPIES OF ALL SUBCONTRACTOR CONTRACTS OR WRITTEN AGREEMENTS TO THE LOUISVILLE METRO HOUSING AUTHORITY

NOTE: If third tier subcontracts are intended, the information on the following page must be provided for <u>each</u> proposed subcontractor.
--

NOTE: With respect to all MBD, WBE and DBE firms, whether proposed or otherwise, Bidder [or Contractor] hereby certifies that it and its fiduciaries and affiliates (i) have engaged in a fair and impartial manner with all such firms; (ii) have not utilized any such firms to obtain any unfair advantage; (iii) have made no negligent or fraudulent representations or misrepresentations to or about such firms; (iv) and there exist no side deals or undisclosed contracts or agreements that would otherwise frustrate the purpose of contracting with any MBD, WBE or DBE firms.

Signature/Title: _____ Date: _____

EMPLOYMENT DEMOGRAPHICS

This form to be completed and submitted by the prime contractor and every proposed subcontractor. Failure to complete and submit this form is grounds for rejection.

Company Name: _____

☐ Contractor

☐ Subcontractor

1 Last Name	2 First Name	3 Job Title	4 Date Hired	5 Description of Work	6 Race

Certified By: _____

(Authorized Officer's Signature)

Date: _____

In witness whereof, I hereunto set my hand and official seal:

(Notary's Signature)

(Notary's Printed Name)

My commission expires _____.

**AFFIX
NOTARY'S
SEAL**

See the following page for instructions for completing this form.

**The penalty for making false statements in offers (10 years imprisonment
and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.**

Instructions for Completing EMPLOYMENT DEMOGRAPHICS Form

1. **Duty to Submit Form** -- Every bidder shall complete the *Employment Demographics* form (hereafter, the Form). Every bidder shall ensure that each of its sub-bidders also completes the Form. The Bidder shall submit fully executed Forms for itself and each sub-bidder, with its bid, in the package labeled "Supplemental Bid Information."
2. **Space Constraints/Additional Forms** -- If the space provided on a single Form is insufficient to list every employee (see definition below) of the bidder or sub-bidder completing the Form (hereafter, the Entity), such Entity shall use additional Forms. Said Entity shall, however, ensure that each separate Form is dated, signed, and notarized. Each Official Bid Package contains one (1) blank copy of the Form. From that, the Bidder shall make as many copies as needed to ensure compliance with the preceding requirements.
3. **Completing the Form** -- The Form is divided into six numbered columns. Write the appropriate name and check the appropriate box at the top of the Form, then complete each column as follows:

Columns 1 and 2 -- Identify, by name, each and every employee, officer, principal, and agent of the Entity. Identify every such person (hereafter, the employee), whether or not intended to perform work under or related to this Contract. Be careful to list each employee by last name first. List only proper, legal names, do not list nicknames. Do not list names of persons the Entity employs as independent contractors. If the employee routinely works less than 37 and 1/2 hours per week, write the letter "P" in the left margin adjacent to the employee's name.

Column 3 -- State the employee's job title (e.g., secretary, laborer, carpenter, CEO). Use the job titles the Entity actually, routinely uses to describe the employee.

Column 4 -- State the date upon which the Entity hired the employee. If the employee has left the Entity's employ in the past and returned to work for the Entity again, state the most recent date of hire.

Column 5 -- Describe the nature of the work the employee routinely performs for the Entity. For example, if the employee's job title is "Laborer," the employee's work may be described as "performs unskilled physical labor." Or, a "Secretary" might be described as doing "filing, typing, etc." Use additional lines if necessary, to provide a clear description of an employee's duties.

Column 6 -- State the employee's race. Use the racial classifications provided in page 2, Section M. If you write "other" or a similar classification in Column 6, attach a signed statement explaining in detail exactly what is meant by such description. Attach a separate signed statement for each employee so described, tailoring each such statement to the employee to whom it refers.

4. Each Form shall be signed and dated by an authorized officer of the Entity and shall be notarized.

AGREEMENT TO NOTIFY LMHA OF JOB OPENINGS

(This form to be completed and submitted by prime contractor and all subcontractors.)

By my signature below, _____ (hereafter "the Company"), agrees to the
(Company's Name)
following conditions:

1. The Company shall, if awarded the contract for which this Bid is offered, give LMHA notice of any and all job openings that may arise at the Company during the course of that contract.
2. Such notice shall be in writing and mailed, first class, to LMHA via the U.S. Postal Service within two business days after such opening arises. The notice shall describe the minimum qualifications and requirements of the job, the nature of the work, the expected pay rate or range, the place and manner of submitting applications, the name, address and telephone number of the person to contact to obtain an application or additional information, and the date by which applications must be submitted.
3. LMHA will notify its residents of such job openings and encourage qualified residents to submit applications for employment.
4. The Company will, if it receives an application from a qualified LMHA resident, give that application and applicant the same opportunity and consideration for the job as would be given any other, similarly qualified applicant and, if such applicant is the most qualified applicant and there is no bar to employing the applicant, the Company will hire the applicant for the job if it hires anyone for the job.

Date: _____

By: _____
(Authorized Officer's Signature)

In witness whereof, I hereunto set my hand and official seal:

(Notary's Signature)

(Notary's printed name)

My commission expires _____.

**AFFIX
NOTARY'S
SEAL**

**STATEMENT OF INTENT TO PERFORM AS A
MINORITY BUSINESS ENTERPRISE CONTRACTOR/SUBCONTRACTOR**

(Separate form required for each MBE, WBE, and DBE prime or sub-bidder)

Name of Prime Bidder: _____

Name of MBE firm completing this form: _____

The undersigned wishes to perform work in connection with the above referenced project as:

☐ Individual

☐ Corporation

☐ Partnership

☐ Joint Venture

The undersigned hereby confirms its status as a Minority Business Enterprise as defined by LMHA and that **a copy of the certification from the agency specified in Section C of this solicitation, or other evidence, is attached hereto.**

The undersigned intends to perform the following work in connection with this project (specify, in detail, the work to be performed):

Bid amount to be entered by sub-contractor \$ _____

The undersigned MBE projects its start and completion dates for the work as follows:

Project Start: _____

Project Completion: _____

BY: _____
(Signature of MBE's Principal)

(Name and Title)

THIS FORM MUST BE COMPLETED, and included in this *Supplemental Bid Information* package, by each and every MBE contractor or subcontractor proposed to participate in this project.

The penalty for making false statements in offers (10 years imprisonment and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.

AFFIDAVIT OF MINORITY BUSINESS ENTERPRISE
(Separate form required for each MBE, WBE, and DBE proposed)

State of _____ County of _____

I hereby declare and affirm that _____ is a Minority
(Bidder's printed company name)

Business Enterprise (MBE), as defined by LMHA in the bid solicitation and that I am an officer of the above referenced MBE firm, and that I am authorized to provide information required by LMHA to support that firm's representation that it is a Minority Business Enterprise.

I do solemnly declare and affirm, under the penalties of perjury, that the foregoing is true and correct, and that I am authorized, on behalf of the above-named firm, to make this affidavit.

(Signature of Affiant)

(Printed name and title of Affiant)

STATE OF _____, COUNTY OF _____, CITY OF _____

On this _____ day of _____, 20____,

_____, the undersigned officer, personally appeared before me,
(Printed name of Affiant)

known to me to be the person described in the foregoing Affidavit, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

(Notary's Signature)

(Notary's printed name)

My commission expires _____.

**AFFIX
NOTARY'S
SEAL**

THIS FORM MUST BE COMPLETED, and included in this *Supplemental Bid Information* package, by each and every minority contractor or subcontractor proposed to participate in this project.

**The penalty for making false statements in offers (10 years imprisonment
and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.**

LEGITIMACY OF JOINT VENTURE

(Separate form required for each joint venture)

Majority Party's Name, Address, Phone, and Principal's Name:

Minority Party's Name, Address, Phone, and Principal's Name:

Portion of work to be performed by Majority Party: _____ % \$ _____
Portion of work to be performed by Minority Party: _____ % \$ _____

(Provide additional details on following page if applicable.)

"The undersigned do hereby declare and affirm, under the penalties of perjury, that the foregoing statements are true and correct and that **all material information necessary to identify and explain the terms and operation of the joint venture, and the intended participation by each joint venture, in this undertaking, is attached hereto.** Further, the undersigned agree to provide LMHA current, complete, and accurate information regarding the actual joint venture work, payments and any proposed changes in the above-stated arrangements, and to permit audits and/or examinations of books, records, and files of the joint ventures by authorized representatives of LMHA. The undersigned recognize and acknowledge that the statements herein are given under oath and any material misrepresentation will be grounds for terminating any contract that may be awarded the undersigned for this project."

BY: _____
(Signature of Majority Party's Principal)

Date: _____

BY: _____
(Signature of Minority Party's Principal)

Date: _____

Which, if any, of the parties to this venture are MBE firms? _____

THIS FORM MUST BE COMPLETED, and included in this *Supplemental Bid Information* package, by every joint venture proposed to participate in this project (**ATTACH the Joint Venture Agreement and Letters of Incorporation**).

The penalty for making false statements in offers (10 years imprisonment and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.

DETAILS OF JOINT VENTURE AGREEMENT

(Separate form required for each joint venture)

The **Majority** Party normally employs _____ tradespersons and performs work in the following trades:

_____.

The **Minority** Party normally employs _____ tradepersons and performs work in the following trades:

_____.

Indicate all work to be performed under this contract by the parties to this joint venture and the dollar value of each item (on a per-party basis):

Description of Work Item

Party Performed By

\$ Value

Total Dollar Value: \$_____

(Attach additional pages if needed.)

**IF THE BID INVOLVES A JOINT VENTURE OR JOINT VENTURES, THIS FORM
MUST BE COMPLETED AND SUBMITTED WITH THE OFFICIAL BID PACKAGE.**

II. SECTION 3 PROGRAM REQUIREMENTS

- A. Paragraph 21.(f) of Section I, *General Conditions* is replaced with the following:

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u - Section 3) is to ensure that employment and other economic opportunities shall be to the greatest extent feasible and directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons.

1. Definitions of specific terms are as follows:

- a) *New Hires*: Full time employees for permanent, temporary or seasonal employment opportunities.
- b) *Section 3 Business Concern*: A business concern:
 - That is 51% or more owned Section 3 residents; or,
 - Whose permanent, full time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or,
 - That provides evidence of a commitment to subcontracts in excess of 25% of the dollar award of all subcontract to be awarded to business concerns that meet the qualifications set forth in paragraph (1) or (2) above.
- c) *Section 3 Resident*:
 - A public housing resident; or,
 - An individual who resides in the metropolitan statistical area and who is a low-income person (families, including single persons, whose incomes do not exceed 80% of the median family income) or very low-income person (families, including single persons, whose incomes do not exceed 50% of the median family income).
- d) *Subcontractor*: Any entity (other than a person who is an employee of the Contractor) that has a contract with the Contractor to undertake a portion of the Contractor's obligation for the performance of work.

2. Contractor's may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth for providing training, employment, and contracting opportunities to Section 3 residents and business concerns as follows:
 - a) Awarding **at least 10%** of the total dollar amount of the Contract to Section 3 business concerns; and
 - b) Hiring Section 3 residents in a number equal to **at least 30%** of the aggregate number of new hires.
3. Contractor's shall provide training and employment opportunities to Section 3 residents in the following order of priority:
 - a) Residents of the housing development or developments for which the Section 3 covered assistance is expended;
 - b) Residents of other housing developments managed by the Louisville Metro Housing Authority;
 - c) Participants in HUD YouthBuild programs in the metropolitan statistical area; and
 - d) Other Section 3 residents of the metropolitan statistical area.
4. Contractor's shall award to Section 3 business concerns in the following order of priority:
 - a) Business concerns that are 51% or more owned by residents of the housing development or development for which the Section 3 covered assistance expended, or whose full, permanent work force includes 30% of these persons as employees;
 - b) Business concerns that are 51% or more owned by residents of other Louisville Metro Housing Authority developments, or whose full-time permanent workforce includes 30% of those persons as employees;
 - c) HUD YouthBuild programs being carried out within the metropolitan statistical area; and
 - d) Business concerns that are 51% or more owned by Section 3 residents, or whose permanent, full time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns in (1) and (2) above.

5. A contractor that has not met the numerical goals set forth has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section.

- B. The following paragraph shall be added to Section I, *General Conditions*:

Employment Demographics Reporting Requirements -- The Contractor and each subcontractor shall complete and submit "Employment Demographics" forms once every month, or more frequently if LMHA so chooses, during the course of the contract.

In completing the forms, the Contractor and each subcontractor shall clearly identify persons newly employed since the last form was submitted (hereafter "New Hires"). The Contractor or subcontractor shall provide the address and telephone number of each New Hire, and shall state whether each New Hire is a Section 3 Resident. The Contractor shall collect the forms and deliver them to LMHA by the seventh calendar day of each such month. LMHA will provide the Contractor with proper, blank forms at the pre-construction conference, from which the Contractor shall make and distribute copies for its own use and its subcontractors' use. The Contractor's failure to submit a monthly Employment Demographics form, or that of any subcontractor, is ground for termination, for default, of the Contractor's right to proceed with the work.

- C. The following paragraph shall be added to Section I, *General Conditions*:

Notice of Job Openings -- The Contractor shall notify LMHA of any and all job openings that arise in the Contractor's company during the course of the Contract. Such notice shall be in writing and mailed, first class, to LMHA via the U.S. Postal Service within two business days after such opening arises. The notice shall describe the minimum qualifications and requirements of the job, the nature of the work, the expected pay rate or range, the place and manner of submitting applications, the name, address and telephone number of the person to contact to obtain an application or additional information, and the date by which applications must be submitted. LMHA will notify its residents of such job openings and encourage qualified residents to submit applications for employment. The Contractor shall, if it receives an application from a qualified LMHA resident, give that application and applicant the same opportunity and consideration for the job as would be given any other, similarly qualified applicant and, if such applicant is the most qualified applicant and there is no bar to employing the applicant, the Contractor shall hire the applicant for the job if it hires anyone for the job. The Contractor's right to proceed with the work may be terminated, for default, upon failure to perform this obligation.

END OF SECTION M