



LOUISVILLE METRO HOUSING AUTHORITY

3223 S. Seventh Street Road
Louisville, KY 40216
(502)569-6693

PROPOSAL #1570 HEALTH CARE INSURANCE

POSTED DATE: 6/22/2022

OPEN DATE: 7/6/2022 @ 10 a.m.

OPENING DATE: 7/6/2022
OPENING TIME: 10 a.m.
PROPOSAL #1570
TITLE: HEALTH CARE INSURANCE

Please submit your firm's quotation for the labor, material, equipment or supplies listed in the attached specification. Bidders are to give a complete description if they are quoting on an "equal to" the brand specified by the Louisville Metro Housing Authority.

The Louisville Metro Housing Authority is exempt from Federal Excise Tax and State Sales Tax. Exemption certificates for either of these taxes will be furnished to the successful bidder.

The Louisville Metro Housing Authority reserves the right to reject any or all bids and/or, to accept any bid submitted on a "per-item" basis.

All bids and quotations will remain firm for **ninety (90) days**.

Bidders must acknowledge the Non-Collusive Affidavit.

The bids on this proposal will be publicly opened in the office of the Louisville Metro Housing Authority's Purchasing Department located at: 3223 South 7th Street Road Louisville, KY 40216, on the date and time specified above. Bidders must acknowledge the attached applicable special conditions.

NOTICE

TWO (2) signed copies, one marked original and one marked copy, of the bid documents shall be enclosed in the envelope which shall be sealed and clearly labeled "Bid Documents", so as to guard against any opening prior to the opening time stated above. The bidder shall also be responsible for placing the firm's name, proposal number, and the opening date and time on the outside of the envelope. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION

Bid proposals shall be addressed to: Louisville Metro Housing Authority
ATTN: Steven Webb
3223 South 7th Street Road
Louisville, KY 40216

NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of _____)

County of _____) ss.

_____, being
first duly sworn, deposes and says:

That he/she _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Local Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual;

Partner, if the bidder is a partnership;

Officer; if the bidder is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20__.

My Commission expires _____, 20__.

**LOUISVILLE METRO HOUSING AUTHORITY (LMHA)
HEALTH CARE INSURANCE COVERAGE
PROPOSAL No. 1570**

INTRODUCTION

A. Background and RFP Information

Employer	Louisville Metro Housing Authority (LMHA)
Location(s)	Louisville, Kentucky
Nature of Business	Provide Federally Assisted Public Housing
Coverage Desired	Medical and Pharmacy
Number of Eligible Emps.	280
Funding Arrangement	Fully Insured
Policy Contract Period	January 1, 2023 through December 31, 2023
Deadline for Questions	June 29, 2022
Proposal Due Date	July 6, 2022
Proposal Due Time	10 a.m. (Eastern), Late proposals will be rejected

Organization Name: Louisville Metro Housing Authority (LMHA)

	2021	2022
Carrier	Anthem	Anthem
Plans	PPO (3 different plans) HMO	PPO (3 different plans) HMO

B. OBJECTIVES

LMHA has several key objectives in respect to this competitive bidding such as:

- Obtain competitive insured premium rates;
- Provide employees a broad choice of high-quality medical providers;
- Control future cost increases; and
- Select a vendor that provides superior customer service to employees and the HR staff.

C. CONTACT INFORMATION

The LMHA requires that all questions concerning this proposal be directed, in writing, to:

Joyce Babb
 Director of Personnel
 Louisville Metro Housing Authority
BABB@LMHA1.ORG

D. TIMELINE

RFP released to potential bidders	June 22, 2022
Any questions arising from RFP due in writing to LMHA by	June 29, 2022
Proposals due to LMHA	July 6, 2022 @ 10 a.m. E.S.T.
Effective Date	January 1, 2023

The above timeline may be modified by the **LOUISVILLE METRO HOUSING AUTHORITY** at its discretion.

E. PROPOSAL SUBMISSION

Please submit two (2) hard copies (**NO EMAIL or FAXED**) of your proposal to the Louisville Metro Housing Authority at the following address:

Steve Webb
Purchasing Department
Louisville Metro Housing Authority
3223 S. Seventh Street Road
Louisville, KY 40216
Webb@LMHA1.ORG

GENERAL INFORMATION

A. GENERAL CONDITIONS

This data and general information contained in the specifications are, to the best knowledge of LMHA, complete and accurate. However, any such data and information released with the specifications, or by addenda, are representations and not warranties by LMHA. **Each company submitting a proposal, shall assume for itself the sole responsibility for reliance upon information included in the specifications to meet its underwriting needs and determination of the appropriate rating structure. Any prospective company desiring clarification of any section, clause, or wording of these specifications, or believing that any portion is contrary to acceptable practices, or not in the best interest of LMHA, should direct such questions or statement, in writing, to LMHA by June 29, 2022.** Failure to request interpretation or question the intent or scope of these specifications, as provided, shall not be sufficient cause for relief from any provision of a contract issued as the results of these specifications.

All proposals received in response to these specifications shall be considered as "open offers" for a period of 90 days following the receipt of the proposal. During this period, LMHA will analyze the proposals and may request additional clarification or supporting information.

All proposals must include coverage for domestic partners.

LMHA reserves the right to reject any or all proposals.

B. DEVIATIONS

It is recognized that your company may not be able to respond to each and every detail of this RFP. It is not our intent to cause disqualification of an otherwise favorable proposal on the basis of a technicality. In fact, you are encouraged to exhibit creativity in developing methods to enhance the cost effectiveness of this program. However, please identify, in detail, any deviations from the plan design specifications provided in this RFP in the cover letter of your proposal.

The proposal should not contain any general marketing information not specifically related to this Request for Proposal and included in the submitted rates.

C. AWARD OR REJECTION

All qualified proposals will be evaluated, and the award will be made to the vendor(s) whose combination of cost and services are deemed to best satisfy the objectives of LMHA. This document is only an RFP and is in no way to be misconstrued as a commitment to purchase on the part of LMHA.

D. COST FOR THE PROPOSAL PREPARATION

Any costs incurred by vendors in preparing or submitting proposals are the vendor's sole responsibility. LMHA will not reimburse any vendor for these costs.

E. BINDING PROPOSAL ACKNOWLEDGEMENT

Each proposal must be signed by a duly authorized officer of the bidder, and the completed proposal shall be without interlineations, alterations, or erasures. It will be assumed that all representations made in your proposal will be binding and that your organization has agreed to all the requirements of the RFP unless specifically stated otherwise in the section on deviations in the front of your proposal.

F. RESERVATION RIGHTS

Even though your proposal may be rejected, LMHA reserves the right to use any of the concepts or ideas obtained therein without incurring any liability. LMHA agrees not to disclose proprietary information. Please specify the information in your proposal that you consider proprietary.

G. CRITERIA FOR CARRIER SELECTION

All proposals received will be considered within the framework of these specifications and all other relevant factors. In determining which proposal, if any, will best serve the interests of LMHA and their employees, particular emphasis will be given to the following factors:

1. Compliance with specifications regarding coverage, administrative and funding requirements.
2. Employee access to network providers (based on census data and Geo Access report).
3. Capability to hold open enrollment virtual interactive meetings.
4. Rates quoted for the initial and subsequent years.
5. Financial stability of the carrier.

H. ADMINISTRATIVE RESPONSIBILITIES

1. LMHA will perform the following duties:
 - a. Provide carrier with specific enrollment results - initial and subsequent.

- b. Provide annual census update as requested.
- c. Maintain necessary enrollment records.
- d. Distribute certificates/booklets.
- e. Remit premiums.
- f. Provide data regarding additions and terminations.

2. The successful carrier will be expected to perform the following services:

- a. Printing of documents and forms including, but not limited to, master contract, employee booklets, certificates, conversion material and claim forms. Any charges for enrollment and communication materials should be identified separately in the carrier's proposal.
- b. Payment and processing of claims.
- c. Accounting for premiums received, claims paid, open claim reserves and expenses.
- d. **Apply credit for those employees who have charges applied to the deductible and/or out-of-pocket limit under the prior plan.**
- e. Comply with the coverage continuation requirements of COBRA.
- f. Comply with all applicable state and federal requirements, including HIPAA and QMCSO.
- g. Comply with the coverage continuation requirements of the Family and Medical Leave Act of 1993 (FMLA).
- h. Comply with requirements of Health Care Reform.

I. CLAIM RECORD RETENTION

The company(ies) selected to ensure the benefit plans included in this RFP must maintain all pertinent claim records for up to seven years from the date of each case review. This is in conjunction with prudent business practice.

J. COMMISSIONS

Commissions are not to be included in the rates submitted, i.e., all rates are to be quoted net of commissions. Any proposed commissions must be quoted separately.

K. RATE/FEE QUOTES AND RENEWAL PROCESS

Prior to selection of the successful bidder, LMHA may conduct negotiations with the company who submitted the proposal which best satisfies the needs of LMHA. In the event that contract negotiations are not successfully concluded, the bidder may be eliminated from further consideration. LMHA reserves the right, without reinitiating the proposal process, to select and negotiate with another bidder having submitted a proposal that next best satisfies the needs of LMHA.

Initial rate quotes and contract terms are to be guaranteed for a minimum of 12 months from January 1, 2023. Renewal notification must be provided at least 120 days prior to the contract anniversary date. Future contract periods must be for a minimum period of 12 months.

Preference will be given to vendors willing to offer a multi-year rate guarantee.

L. PROPOSAL INSTRUCTIONS

In preparing your proposal, the following guidelines and assumptions should be used:

- You must use the Quotations Forms provided in submitting your proposal. If this information is not provided, your proposal may be eliminated from consideration.
- No actively-at-work provision will apply. No current plan participant will lose coverage due to any change in carrier.
- A specimen contract must be provided. Be sure to include riders for specialty services.
- Since the deductibles and out-of-pocket limits are on a calendar year basis, there will be a transfer of medical deductible and out-of-pocket limit data from the prior vendor(s). Employees will submit copies of Explanation of Benefits (EOBs) for the credit.
- Quoted rates must exclude commission.

PROPOSED PLAN DESIGN

A. Medical and Pharmacy

Please duplicate the current plans that are outlined on the following page. If you are not able to duplicate the current plans, please quote a plan (or plans) that is/are similar.

B. Domestic Partner Benefits

Please include coverage for domestic partner benefits for qualified adults. A qualified adult is defined as an adult that meets the following criteria:

- Must be over 18 years of age;
- Must not be eligible for Medicare;
- If a blood relative (or relative by adoption or marriage) must be of the same or younger generation of the employee;
- Must be residing in the employee's household and has done so for a period of at least 1 year from the date of enrollment in the plan;
- Must be financially interdependent for 1 year or longer (For example: have joint checking account, joint mortgage, joint utility billing statement, and/or joint apartment lease — one of the items must have been in place for at least 1 year from the date of enrollment in the plan;
- Must be unmarried.

Please note: An employee has the choice of covering his/her legal spouse **OR** one qualified adult, but not both.

C. High Deductible Health Plan (HDHP)

Please provide a proposal to provide a High Deductible Health Plan (HDHP). The proposal must include the following:

- Benefits/Plan Design.
- Whether or not your company offers a Health Savings Account (HSA) in combination with the HDHP.
- If your company offers a HSA in combination with the HDHP, outline the Administration process.
- Rate quote(s).

Medical and Pharmacy - 2022

	PPO – 1 (H2)		HMO
	In-Network	Out-of-Network	In-Network
Deductible			
Single	\$500	\$1,000	\$0
Family	\$1,000	\$2,000	\$0
Out-of-Pocket Limit			
Single	\$2,500	\$5,000	\$2,000
Family	\$5,000	\$10,000	\$4,000
Physician Services			
Office Visits – PCP	\$30 copay	Employee pays 40%*	\$30 copay
Specialist – SCP	\$50 copay	Employee pays 40%*	\$50 copay
Hospital Services			
Inpatient	Employee pays 20%*	Employee pays 40%*	\$500 per admission
Outpatient Surgery	Employee pays 20%*	Employee pays 40%*	\$150 copay
Other Outpatient Services	Employee pays 20%*	Employee pays 40%*	Employee pays 20%*
Emergency Room	\$200 copay	\$200 copay	\$200 copay
Urgent Care	\$50 copay	Employee pays 40%*	\$50 copay
Mental Health			
Inpatient	Employee pays 20%*	Employee pays 40%*	\$500 per admission
Outpatient	Employee pays 20%*	Employee pays 40%*	Employee pays \$30
Substance Abuse			
Inpatient	Employee pays 20%*	Employee pays 40%*	\$500 per admission
Outpatient	Employee pays 20%*	Employee pays 40%*	Employee pays \$30
Skilled Nursing Facility	Employee pays 20%*	Employee pays 40%*	Employee pays \$500
	180 Days Combined	180 Days Combined	180 Days Combined
Prosthetic Devices Durable Medical Equipment	Employee pays 20%*	Employee pays 40%*	Employee pays 20%*
Outpatient Rehabilitation	Chiro - \$30/\$50 copay - 12 visits; Speech - \$30/\$50 copay - 20 visits; PT - \$30/\$50 copay - 20 visits	Employee pays 40%*	Chiro - \$30/\$50 copay - 12 visits; Speech - \$30/\$50 copay - 20 visits; PT - \$30/\$50 copay - 20 visits
Prescription Drugs			
Retail			
Generic	\$10 copay	Employee pays 50%*, Minimum \$50	\$10 copay
Brand	\$30 copay	Employee pays 50%*, Minimum \$50	\$30 copay
Non-Formulary	\$50 copay	Employee pays 50%*, Minimum \$50	\$50 copay
Mail Order			
Generic	\$20 copay	Not Covered	\$20 copay
Brand	\$60 copay	Not Covered	\$60 copay
Non-Formulary	\$100 copay	Not Covered	\$100 copay

* Deductible applies

Medical and Pharmacy- 2022

	PPO-2 (H4)		PPO-3 (H5)	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible				
Single	\$1,500	\$3,000	\$2,000	\$4,000
Family	\$3,000	\$9,000	\$4,000	\$12,000
Out-of-Pocket Limit				
Single	\$3,000	\$6,000	\$4,000	\$8,000
Family	\$6,000	\$12,000	\$8,000	\$16,000
Physician Services				
Office Visits – PCP	\$30 copay	Employee pays 40%*	\$30 copay	Employee pays 40%*
Specialist – SCP	\$50 copay	Employee pays 40%*	\$50 copay	Employee pays 40%*
Hospital Services				
Inpatient	Employee pays 20%*	Employee pays 40%*	Employee pays 20%*	Employee pays 40%*
Outpatient Surgery	Employee pays 20%*	Employee pays 40%*	Employee pays 20%*	Employee pays 40%*
Other Outpatient Services	Employee pays 20%*	Employee pays 40%*	Employee pays 20%*	Employee pays 40%*
Emergency Room	\$200 copay	\$200 copay	\$200 copay	\$200 copay
Urgent Care	\$50 copay	Employee pays 40%*	\$50 copay	Employee pays 40%*
Mental Health				
Inpatient	Employee pays 20%*	Employee pays 40%*	Employee pays 20%*	Employee pays 40%*
Outpatient	Employee pays 20%*	Employee pays 40%*	Employee pays 20%*	Employee pays 40%*
Substance Abuse				
Inpatient	Employee pays 20%*	Employee pays 40%*	Employee pays 20%*	Employee pays 40%*
Outpatient	Employee pays 20%*	Employee pays 40%*	Employee pays 20%*	Employee pays 40%*
Skilled Nursing Facility	Employee pays 20%*	Employee pays 40%*	Employee pays 20%*	Employee pays 40%*
	90 Days Combined	90 Days Combined	90 Days Combined	90 Days Combined
Prosthetic Devices Durable Medical Equipment	Employee pays 20%*	Employee pays 40%*	Employee pays 20%*	Employee pays 40%*
Outpatient Rehabilitation	Chiro - \$30/\$50 copay - 12 visits; Speech - \$30/\$50 copay - 20 visits; PT - \$30/\$50 copay - 20 visits	Employee pays 40%*	Chiro - \$30/\$50 copay - 12 visits; Speech - \$30/\$50 copay - 20 visits; PT - \$30/\$50 copay - 20 visits	Employee pays 40%*
Prescription Drugs				
Retail				
Generic	\$10 copay	Employee pays 50%*, Minimum \$60	\$10 copay	Employee pays 50%*, Minimum \$60

Brand	\$35 copay	Employee pays 50%*, Minimum \$60	\$40 copay	Employee pays 50%*, Minimum \$60
Non-Formulary	\$55 copay	Employee pays 50%*, Minimum \$60	\$60 copay	Employee pays 50%*, Minimum \$60
Mail Order				
Generic	\$20 copay	Not Covered	\$30 copay	Not Covered
Brand	\$70 copay	Not Covered	\$80 copay	Not Covered
Non-Formulary	\$110 copay	Not Covered	\$120 copay	Not Covered

* Deductible applies

A. QUESTIONNAIRE - GENERAL

1. Provide your financial strength ratings for the past three years.
2. Provide the name(s) and related experience of the account representative(s) who will be responsible for providing on-going service to LMHA.
3. Does your proposal deviate from the coverage specifications? If so, provide the details of such deviations.

B. QUESTIONNAIRE – MEDICAL AND PHARMACY

1. If selected, would your company agree to have enrollment representatives present during enrollment meetings?
2. Does your company have the capability to hold virtual interactive open enrollment meetings and online enrollment?
3. What is the latest date eligibility information can be received in order for members to receive their ID cards by January 1, 2023?
4. How does the plan provide coverage for dependents living outside the service area?
5. Provide samples of standard reports that will be available to LMHA.
6. Does your company have an on-line eligibility system or a website where the LMHA can input additions, terminations, and changes? If not, please explain the methods available for submission of employee eligibility and changes.
7. How much turnaround time do you need to generate Identification cards both at the beginning of the plan year and throughout the plan year? What is the maximum number of identification cards that you will provide per family?

8. Outline the billing process that would apply to LMHA. State when premium payments are due, and any grace period allowed.
9. The deductible and out-of-pocket limits are calculated on a calendar year basis. Will you:
 - (a) give credit to members who have charges applied to their deductible and out-of-pocket limit under their prior plan on the January 1, 2023 effective date?
 - (b) accept copies of Explanation Of Benefits (EOB's)?
10. Does the deductible apply to the out-of-pocket plan maximum?
11. Do co-payments apply to the out-of-pocket maximum?
12. Please describe any pre-existing conditions exclusions.
13. Can the proposed plan designs be programmed into your claims paying system? If any benefit will require manual adjustment by the claim processor, provide a list of those benefits.
14. Does your claim system cross apply deductibles and out-of-pocket limits for in-network versus out-of-network? Is there any flexibility in how this is handled?
15. If an employee sees a participating physician but the physician uses a non-participating lab, will/can the lab be paid at the participating level?
16. For an employee who is admitted to a participating hospital but some hospital-based physicians are not participating (e.g., anesthesiologist, pathologist) will/can their charges be paid at the participating level?
17. How is emergency defined under your plan?
18. How is urgent care defined under your plan?
19. Describe in detail, how treatment in process with a non-network provider as of January 1, 2023 will be covered after January 1, 2023.

Address specifically:

- pregnancy
- terminal illness
- scheduled surgery
- mental health or substance abuse
- chronic illness
- bariatrics
- Covid-19

20. Based on the census data, provide a Geo Access report outlining the number of employees who have a choice of at least 2 primary care physicians, 2 OB/GYNs, 2 pediatricians within 10 miles and 1 hospital within 20 miles of the employee's residence.
21. Please provide the number of physicians (not physician offices) within your Louisville Metro network by the following specialty:
 - Family practice
 - Internal medicine
 - Pediatrics
 - OB/GYN
 - Cardiology
 - Allergy/Pulmonology
 - Psychiatry
 - Dermatology
 - Neurology
 - Oncology
 - Orthopedics
 - Urology
 - Surgery/General
 - Bariatrics
22. Provide a copy of your standard contract.
23. Describe any special treatment programs, such as centers of excellence, organ transplants, etc.
24. Please list the disease management programs that are included as part of the premium rates.
25. Describe when you require pre-certification.
26. Please describe your pre-certification process employees must follow.
27. Will you require a minimum participation level? If so, please specify the minimum participation level.
28. Please explain any multi-year rate guarantees.
29. Please confirm that “actively-at-work” will be waived.
30. Please confirm that pre-existing clauses for current participants will be waived.

QUOTATION FORM

QUOTATION 1

Under Quotation 1, please assume that if chosen, both your PPO and HMO plans will be offered to LMHA employees. **Option A** assumes only one carrier's plans will be offered to employees and **Option B** assumes two carriers' plans will be offered (or a total of eight plans).

First Year (January 1, 2023 - December 31, 2023)

Option A - Only 1 Carrier Offered				
Tier	PPO-1	PPO-2	PPO -3	HMO
Employee Only				
Employee + Child(ren)				
Employee + Spouse/DP				
Employee + Family				

Option B - 2 Carriers Offered				
Tier	PPO-1	PPO-2	PPO-3	HMO
Employee Only				
Employee + Child(ren)				
Employee + Spouse/DP				
Employee + Family				

**DP = Domestic Partner*

Second Year (January 1, 2024 – December 31, 2024)

Option A - Only 1 Carrier Offered				
Tier	PPO-1	PPO-2	PPO-3	HMO
Employee Only				
Employee + Child(ren)				
Employee + Spouse/DP				
Employee + Family				

Option B - 2 Carriers Offered				
Tier	PPO-1	PPO-2	PPO-3	HMO
Employee Only				
Employee + Child(ren)				
Employee + Spouse/DP				
Employee + Family				

**DP = Domestic Partner*

Authorized Signature: _____ Title: _____

Date: _____

QUOTATION FORM

QUOTATION 2

For Quotation 2, please quote the HMO as a stand-alone product, meaning your rates are guaranteed even if you are not selected to insure the PPOs; **and** please quote the PPOs as a stand-alone product, meaning your rates are guaranteed even if you are not selected to insure the HMO.

In **Option A**, assume that one carrier will insure the PPOs and another carrier will insure the HMO. Under **Option B**, assume that one carrier will insure the PPOs and that two carriers' HMO plans will be offered to employees (for a total of five plans).

First Year (January 1, 2023 – December 31, 2023)

Option A - 1 Carrier Offered				
Tier	PPO-1	PPO-2	PPO-3	HMO
Employee Only				
Employee + Child(ren)				
Employee + Spouse/DP				
Employee + Family				

Option B - 2 Carriers	
Tier	HMO
Employee Only	
Employee + Child(ren)	
Employee + Spouse/DP	
Employee + Family	

Second Year (January 1, 2024 – December 31, 2024)

Option B - 1 Carrier Offered				
Tier	PPO-1	PPO-2	PPO-3	HMO
Employee Only				
Employee + Child(ren)				
Employee + Spouse/DP				
Employee + Family				

Option B - 2 Carriers	
Tier	HMO
Employee Only	
Employee + Child(ren)	
Employee + Spouse/DP	
Employee + Family	

*DP = Domestic Partner

Authorized Signature: _____ Title: _____

Date: _____

PLAN DESIGN AND CARRIER OVERVIEW

1/1/2022 – 12/31/2022

1/1/2022 – 12/31/2022				
INSURER	ANTHEM			
Plan Types	PPO-1 (H2)	PPO-2 (H4)	PPO-3 (H5)	HMO
	Network	Network	Network	Network
Annual Deductible (single/family)	\$500/\$1,000	\$1,500/\$3,000	\$2,000/\$4,000	\$0/\$0
Annual OOP Maximum' (single/family)	\$2,500/\$5,000	\$3,000/\$6,000	\$4,000/\$8,000	\$2,000/\$4,000
Office Visit/Specialist Office Services	\$30/\$50	\$30/\$50	\$30/\$50	\$30/\$50
Inpatient Facility Copay	\$0	\$0	\$0	\$500
Inpatient Facility Coinsurance	20%	20%	20%	0%
Outpatient Surgery Facility Copay	\$0	\$0	\$0	\$150
Outpatient Surgery Facility Coinsurance	20%	20%	20%	0%
ER	\$200	\$200	\$200	\$200
Urgent Care	\$50	\$50	\$50	\$50
Retail Prescription Drugs	\$10/\$30/\$50	\$10/\$35/\$55	\$10/\$40/\$60	\$10/\$30/\$50
Mail Prescription Drugs	\$20/\$60/\$100	\$20/\$70/\$110	\$30/\$80/\$120	\$20/\$60/\$100

'Including Deductible

2021				
INSURER	ANTHEM			
Plan Types	PPO-1 (H2)	PPO-2 (H4)	PPO-3 (H5)	HMO
	Network	Network	Network	Network
Annual Deductible (single/family)	\$500/\$1,000	\$1,500/\$3,000	\$2,000/\$4,000	\$0/\$0
Annual OOP Maximum' (single/family)	\$2,500/\$5,000	\$3,000/\$6,000	\$4,000/\$8,000	\$2,000/\$4,000
Office Visit/Specialist Office Services	\$30/\$50	\$30/\$50	\$30/\$50	\$30/\$50
Inpatient Facility Copay	\$0	\$0	\$0	\$500
Inpatient Facility Coinsurance	20%	20%	20%	0%
Outpatient Surgery Facility Copay	\$0	\$0	\$0	\$150
Outpatient Surgery Facility Coinsurance	20%	20%	20%	0%
ER	\$200	\$200	\$200	\$200
Urgent Care	\$50	\$50	\$50	\$50
Retail Prescription Drugs	\$10/\$30/\$50	\$10/\$35/\$55	\$10/\$40/\$60	\$10/\$30/\$50
Mail Prescription Drugs	\$20/\$60/\$100	\$20/\$70/\$110	\$30/\$80/\$120	\$20/\$60/\$100

'Including Deductible

1/1/2022 – 12/31/2022				
INSURER	ANTHEM			
Plan Types	PPO-1 (H2)	PPO-2 (H4)	PPO-3 (H5)	HMO
	Non-Network	Non-Network	Non-Network	Non -Network
Annual Deductible (single/family)	\$1,000/\$2,000	\$3,000/\$9,000	\$4,000/\$12,000	*No covered benefits
Annual OOP Maximum' (single/family)	\$5,000/\$10,000	\$6,000/\$12,000	\$8,000/\$16,000	
Office Visit/Specialist Office Services	40%/40%	40%/40%	40%/40%	
Inpatient Facility Copay	\$0	\$0	\$0	
Inpatient Facility Coinsurance	40%	40%	40%	
Outpatient Surgery Facility Copay	\$0	\$0	\$0	
Outpatient Surgery Facility Coinsurance	40%	40%	40%	
ER (copay/coinsurance)	\$150/0%	\$150/0%	\$150/0%	
Urgent Care (Copay/coinsurance)	\$0/40%	\$0/40%	\$0/40%	
Retail Prescription Drugs	\$10/\$30/\$50	\$10/\$35/\$55	\$10/\$40/\$60	
Mail Prescription Drugs	\$20/\$60/\$100	\$20/\$70/\$110	\$30/\$80/\$120	

' Including Deductible

2021				
INSURER	ANTHEM			
Plan Types	PPO-1 (H2)	PPO-2 (H4)	PPO-3 (H5)	HMO
	Non-Network	Non-Network	Non-Network	Non -Network
Annual Deductible (single/family)	\$1,000/\$2,000	\$3,000/\$9,000	\$4,000/\$12,000	*No Covered Benefits
Annual OOP Maximum' (single/family)	\$5,000/\$10,000	\$6,000/\$12,000	\$8,000/\$16,000	
Office Visit/Specialist Office Services	40%/40%	40%/40%	40%/40%	
Inpatient Facility Copay	\$0	\$0	\$0	
Inpatient Facility Coinsurance	40%	40%	40%	
Outpatient Surgery Facility Copay	\$0	\$0	\$0	
Outpatient Surgery Facility Coinsurance	40%	40%	40%	
ER (copay/coinsurance)	\$200	\$200	\$200	
Urgent Care (Copay/coinsurance)	40%	40%	40%	
Retail Prescription Drugs	50%	50%	50%	
Mail Prescription Drugs	N/C	N/C	N/C	

' Including Deductible

COBRA *No COBRA Participants

Sex/Age	Plan	Coverage	Effective Date

RETIREEES

Sex/Age	Plan	Benefits Expire	Coverage
Male/64	HMO	8-1-22	Employee
Male/62	HMO	4-1-24	Employee
Male/64	HMO	7-1-22	Employee
Male/64	HMO	7-1-22	Employee/Spouse
Male/59	HMO	1-1-27	Employee/Spouse
Female/64	HMO	9-1-24	Employee/
Female/63	HMO	7-1-23	Employee/Dependent
Male/63	PPO	1-1-24	Employee
Female/64	HMO	11-1-22	Employee
Female/61	HMO	7-1-25	Employee
Female/62	HMO	1-1-22	Employee
Male/61	HMO	12-1-25	Employee/Spouse
Male/60	PPO	1-1-27	Employee/Spouse
Female/59	HMO	9-1-27	Employee
Male/57	HMO	9-1-29	Employee
Male/57	HMO	7-1-29	Employee/Spouse
Female/57	HMO	9/20/30	Employee/Spouse
Male/57	PPO	3/8/30	Employee

**Louisville Metro Housing Authority (LMHA) Employee Census
2022**

EMPLOYEE TYPE	BIRTHDATE	GENDER	ZIP	COVERAGE
FULL-TIME	12/23/1962	F	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	08/21/1982	F	40245	ANTHEM BLUE HMO - EMP/DEP
PART-TIME	03/04/1954	F	40299	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	11/07/1973	M	40214	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	04/27/1973	F	40203	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	12/31/1969	M	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	12/05/1983	F	40220	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	06/25/1988	F	40203	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	01/18/1992	M	40215	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	07/26/1971	M	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	12/31/1960	F	40218	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	12/02/1973	M	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	06/12/1986	F	47150	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	02/18/1972	F	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	11/24/1973	M	40299	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	10/07/1969	F	40258	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	10/15/1962	M	40229	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	05/19/1982	F	47124	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	07/21/1962	F	40299	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	04/29/1962	F	40291	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	01/04/1973	F	40204	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	09/01/1976	F	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	05/02/1973	F	40299	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	12/21/1978	M	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	05/22/1953	M	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	06/24/1964	F	40211	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	11/22/1974	F	40203	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	12/06/1979	M	40210	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	03/29/1972	M	40291	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	05/18/1961	M	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	06/05/1967	F	47172	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	07/29/1982	M	40272	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	06/21/1979	F	40217	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	10/07/1969	F	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	02/21/1971	F	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	03/16/1971	M	40211	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	06/22/1977	F	40299	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	07/08/1983	F	40216	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	10/15/1973	M	40210	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	06/06/1961	M	40218	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	12/25/1977	F	40228	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	04/05/1971	F	40206	ANTHEM BLUE HMO - EMP/DEP

FULL-TIME	09/15/1978	M	40210	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	05/31/1987	M	40203	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	03/22/1971	M	40219	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	08/18/1971	F	40220	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	10/04/1975	F	47130	ANTHEM BLUE HMO - EMP/DEP
FULL-TIME	08/17/1977	M	40258	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	09/11/1961	F	40219	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	10/15/1966	F	40165	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	08/30/1957	M	47111	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	12/25/1971	M	40218	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	10/27/1971	M	40220	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	01/30/1959	M	47150	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	10/19/1953	M	40218	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	11/05/1961	M	47150	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	07/18/1959	M	40216	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	02/15/1962	M	40258	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	07/16/1960	M	47122	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	02/08/1954	M	40222	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	07/08/1987	F	47111	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	12/16/1959	M	40291	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	02/20/1964	M	40216	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	08/24/1993	M	40215	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	06/20/1957	M	47167	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	12/18/1979	M	40214	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	08/28/1967	F	40228	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	08/28/1949	F	47130	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	05/19/1963	F	40218	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	08/03/1964	F	47111	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	05/09/1974	F	40272	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	07/01/1964	M	40258	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	01/17/1969	F	47250	ANTHEM BLUE HMO - EMP/SP
PART-TIME	03/24/1948	M	40291	ANTHEM BLUE HMO - EMP/SP
FULL-TIME	02/02/1977	F	40272	ANTHEM BLUE HMO - FAMILY
FULL-TIME	03/11/1989	M	40216	ANTHEM BLUE HMO - SINGLE
FULL-TIME	07/09/1965	F	40216	ANTHEM BLUE HMO - SINGLE
FULL-TIME	04/25/1969	F	40299	ANTHEM BLUE HMO - SINGLE
FULL-TIME	08/28/1961	M	40299	ANTHEM BLUE HMO - SINGLE
FULL-TIME	10/28/1975	F	40245	ANTHEM BLUE HMO - SINGLE
FULL-TIME	05/16/1984	M	40216	ANTHEM BLUE HMO - SINGLE
FULL-TIME	01/11/1957	F	40223	ANTHEM BLUE HMO - SINGLE
FULL-TIME	08/13/1960	F	40242	ANTHEM BLUE HMO - SINGLE
FULL-TIME	06/20/1977	M	40065	ANTHEM BLUE HMO - SINGLE
FULL-TIME	03/13/1967	M	40211	ANTHEM BLUE HMO - SINGLE
FULL-TIME	01/10/1980	F	40216	ANTHEM BLUE HMO - SINGLE
FULL-TIME	08/09/1979	M	40258	ANTHEM BLUE HMO - SINGLE
FULL-TIME	08/12/1958	M	40208	ANTHEM BLUE HMO - SINGLE

FULL-TIME	09/22/1968	M	40208	ANTHEM BLUE HMO - SINGLE
FULL-TIME	11/10/1971	F	40211	ANTHEM BLUE HMO - SINGLE
FULL-TIME	07/28/1988	F	40220	ANTHEM BLUE HMO - SINGLE
FULL-TIME	09/12/1962	M	40216	ANTHEM BLUE HMO - SINGLE
FULL-TIME	07/23/1965	F	40014	ANTHEM BLUE HMO - SINGLE
FULL-TIME	03/12/1965	M	40214	ANTHEM BLUE HMO - SINGLE
FULL-TIME	04/02/1983	M	40218	ANTHEM BLUE HMO - SINGLE
FULL-TIME	10/29/1986	M	40208	ANTHEM BLUE HMO - SINGLE
FULL-TIME	08/07/1967	F	40219	ANTHEM BLUE HMO - SINGLE
FULL-TIME	12/15/1961	M	40217	ANTHEM BLUE HMO - SINGLE
FULL-TIME	12/30/1979	M	40258	ANTHEM BLUE HMO - SINGLE
FULL-TIME	03/20/1982	M	40258	ANTHEM BLUE HMO - SINGLE
FULL-TIME	04/22/1964	M	40228	ANTHEM BLUE HMO - SINGLE
FULL-TIME	05/28/1959	M	40212	ANTHEM BLUE HMO - SINGLE
FULL-TIME	01/23/1960	M	40202	ANTHEM BLUE HMO - SINGLE
FULL-TIME	05/12/1981	M	47143	ANTHEM BLUE HMO - SINGLE
FULL-TIME	11/16/1964	F	40207	ANTHEM BLUE HMO - SINGLE
FULL-TIME	02/16/1960	M	40203	ANTHEM BLUE HMO - SINGLE
FULL-TIME	10/11/1962	M	40212	ANTHEM BLUE HMO - SINGLE
FULL-TIME	02/02/1960	F	40213	ANTHEM BLUE HMO - SINGLE
FULL-TIME	04/27/1963	F	40228	ANTHEM BLUE HMO - SINGLE
FULL-TIME	08/14/1961	M	40203	ANTHEM BLUE HMO - SINGLE
FULL-TIME	12/08/1979	M	40203	ANTHEM BLUE HMO - SINGLE
FULL-TIME	03/18/1973	M	40219	ANTHEM BLUE HMO - SINGLE
FULL-TIME	08/24/1963	M	40258	ANTHEM BLUE HMO - SINGLE
FULL-TIME	09/18/1981	F	40210	ANTHEM BLUE HMO - SINGLE
FULL-TIME	07/22/1982	M	40228	ANTHEM BLUE HMO - SINGLE
FULL-TIME	08/02/1956	F	40215	ANTHEM BLUE HMO - SINGLE
FULL-TIME	09/14/1979	F	40291	ANTHEM BLUE HMO - SINGLE
FULL-TIME	08/18/1984	F	40215	ANTHEM BLUE HMO - SINGLE
FULL-TIME	07/11/1971	F	40211	ANTHEM BLUE HMO - SINGLE
FULL-TIME	07/29/1981	F	40291	ANTHEM BLUE HMO - SINGLE
FULL-TIME	09/24/1963	F	40222	ANTHEM BLUE HMO - SINGLE
FULL-TIME	12/04/1961	M	40215	ANTHEM BLUE HMO - SINGLE
FULL-TIME	02/20/1977	M	40211	ANTHEM BLUE HMO - SINGLE
FULL-TIME	12/12/1947	F	40299	ANTHEM BLUE HMO - SINGLE
FULL-TIME	01/27/1964	M	40258	ANTHEM BLUE HMO - SINGLE

FULL-TIME	10/19/1973	F	40065	ANTHEM BLUE HMO - SINGLE
FULL-TIME	10/18/1971	F	40219	ANTHEM BLUE HMO - SINGLE
FULL-TIME	05/27/1966	F	47130	ANTHEM BLUE HMO - SINGLE
FULL-TIME	04/27/1960	F	40219	ANTHEM BLUE HMO - SINGLE
FULL-TIME	12/05/1959	M	47150	ANTHEM BLUE HMO - SINGLE
FULL-TIME	08/27/1984	M	40208	ANTHEM BLUE HMO - SINGLE
FULL-TIME	07/19/1959	M	40216	ANTHEM BLUE HMO - SINGLE
FULL-TIME	11/23/1972	M	47130	ANTHEM BLUE HMO - SINGLE
FULL-TIME	09/18/1977	M	40215	ANTHEM BLUE HMO - SINGLE
FULL-TIME	09/29/1959	F	40215	ANTHEM BLUE HMO - SINGLE
FULL-TIME	01/01/1986	M	40211	ANTHEM BLUE HMO - SINGLE

FULL-TIME	08/02/1971	M	40212	ANTHEM BLUE HMO - SINGLE
FULL-TIME	12/17/1975	F	40175	ANTHEM BLUE HMO - SINGLE
FULL-TIME	01/16/1966	F	40211	ANTHEM BLUE HMO - SINGLE
FULL-TIME	08/21/1970	F	40229	ANTHEM BLUE HMO - SINGLE
FULL-TIME	04/04/1966	M	40214	ANTHEM BLUE HMO - SINGLE
FULL-TIME	12/14/1981	F	40216	ANTHEM BLUE HMO - SINGLE
FULL-TIME	04/18/1980	F	40214	ANTHEM BLUE HMO - SINGLE
FULL-TIME	09/30/1960	M	40216	ANTHEM BLUE HMO - SINGLE
FULL-TIME	10/25/1975	F	40213	ANTHEM BLUE HMO - SINGLE
FULL-TIME	07/11/1973	F	40216	ANTHEM BLUE HMO - SINGLE
FULL-TIME	06/12/1962	M	40215	ANTHEM BLUE HMO - SINGLE
FULL-TIME	02/26/1962	M	40299	ANTHEM BLUE HMO - SINGLE
FULL-TIME	04/01/1970	M	40216	ANTHEM BLUE HMO-SINGLE
FULL-TIME	12/25/1972	M	40059	ANTHEM BLUE PPO -(H2) - EMP/DEP
FULL-TIME	06/05/1975	F	40214	ANTHEM BLUE PPO -(H2) - EMP/DEP
FULL-TIME	12/27/1964	M	40047	ANTHEM BLUE PPO -(H2) - EMP/DEP
FULL-TIME	08/06/1974	F	40219	ANTHEM BLUE PPO -(H2) - EMP/DEP
FULL-TIME	11/28/1975	F	40272	ANTHEM BLUE PPO -(H2) - EMP/DEP
FULL-TIME	10/16/1979	M	40210	ANTHEM BLUE PPO -(H2) - EMP/DEP
FULL-TIME	04/15/1987	M	47130	ANTHEM BLUE PPO -(H2) - EMP/DEP
FULL-TIME	06/03/1980	F	40210	ANTHEM BLUE PPO -(H2) - EMP/DEP
FULL-TIME	11/17/1965	F	40216	ANTHEM BLUE PPO -(H2) - EMP/DEP
FULL-TIME	11/29/1972	F	40258	ANTHEM BLUE PPO -(H2) - EMP/DEP
FULL-TIME	10/18/1971	F	47112	ANTHEM BLUE PPO -(H2) - EMP/DEP
FULL-TIME	01/02/1946	F	40211	ANTHEM BLUE PPO -(H2) - EMP/SP
FULL-TIME	11/24/1964	M	40160	ANTHEM BLUE PPO -(H2) - EMP/SP

PART-TIME	09/24/1959	F	40216	ANTHEM BLUE PPO -(H2) - EMP/SP
FULL-TIME	12/13/1966	M	47117	ANTHEM BLUE PPO -(H2) - EMP/SP
FULL-TIME	01/24/1979	M	40011	ANTHEM BLUE PPO -(H2) - EMP/SP
FULL-TIME	06/26/1969	M	40215	ANTHEM BLUE PPO -(H2) - EMP/SP
FULL-TIME	06/25/1969	F	40206	ANTHEM BLUE PPO -(H2) - EMP/SP
FULL-TIME	04/05/1966	M	40219	ANTHEM BLUE PPO -(H2) - EMP/SP
FULL-TIME	05/15/1967	M	40216	ANTHEM BLUE PPO -(H2) - EMP/SP
FULL-TIME	06/28/1968	M	40143	ANTHEM BLUE PPO- (H2) - EMP/SP
FULL-TIME	05/22/1976	F	40217	ANTHEM BLUE PPO -(H2) - FAMILY
FULL-TIME	12/01/1968	M	40014	ANTHEM BLUE PPO -(H2) - FAMILY
FULL-TIME	04/29/1956	M	40299	ANTHEM BLUE PPO -(H2) - FAMILY
FULL-TIME	03/25/1964	M	40214	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	01/14/2000	F	40229	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	05/04/1965	M	40223	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	03/31/1972	M	40220	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	11/17/1960	F	40211	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	09/24/1962	F	40165	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	05/07/1976	F	40211	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	12/14/1967	F	47143	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	10/28/1970	F	40220	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	02/22/1960	F	40218	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	10/06/1969	F	40243	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	08/04/1959	F	40215	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	05/30/1982	M	40216	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	02/28/1990	M	47130	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	12/03/1973	F	40212	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	09/19/1964	F	40216	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	01/04/1958	F	40206	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	02/02/1956	F	40211	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	09/05/1953	F	40241	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	03/31/1973	M	40211	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	01/02/1959	M	40216	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	11/20/1959	M	40272	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	02/21/1962	M	40216	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	02/25/1972	F	47112	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	02/11/1978	M	40175	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	04/13/1985	M	40212	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	12/27/1985	M	40243	ANTHEM BLUE PPO -(H2) - SINGLE

FULL-TIME	12/03/1964	F	40216	ANTHEM BLUE PPO -(H2) - SINGLE
FULL-TIME	07/23/1977	F	40211	ANTHEM BLUE PPO-(H2) - SINGLE
FULL-TIME	06/21/1965	M	40241	ANTHEM BLUE PPO -(H4) - EMP/DEP
FULL-TIME	11/04/1972	F	40218	ANTHEM BLUE PPO -(H4) - EMP/DEP
FULL-TIME	01/24/1993	M	40208	ANTHEM BLUE PPO -(H4) - EMP/DEP
FULL-TIME	05/15/1979	M	40216	ANTHEM BLUE PPO -(H4) - EMP/DEP
FULL-TIME	03/24/1977	F	40219	ANTHEM BLUE PPO -(H4) - SINGLE
FULL-TIME	10/31/1961	F	40203	ANTHEM BLUE PPO -(H4) - SINGLE
FULL-TIME	09/19/1977	F	40203	ANTHEM BLUE PPO -(H4) - SINGLE
FULL-TIME	09/01/1962	M	40258	ANTHEM BLUE PPO -(H4) - SINGLE
FULL-TIME	11/30/1960	F	40214	ANTHEM BLUE PPO -(H4) - SINGLE
FULL-TIME	05/24/1967	F	40245	ANTHEM BLUE PPO -(H4) - SINGLE
FULL-TIME	02/21/1973	F	40211	ANTHEM BLUE PPO -(H5) - EMP/DEP
FULL-TIME	02/11/1980	F	40291	ANTHEM BLUE PPO -(H5) - EMP/DEP
FULL-TIME	08/07/1978	M	40150	ANTHEM BLUE PPO -(H5) - EMP/DEP
FULL-TIME	07/16/1991	M	40212	ANTHEM BLUE PPO -(H5) - EMP/DEP
FULL-TIME	12/15/1967	F	40216	ANTHEM BLUE PPO -(H5) - EMP/SP
FULL-TIME	10/10/1987	M	40214	ANTHEM BLUE PPO -(H5) - EMP/SP
FULL-TIME	01/17/1967	M	40229	ANTHEM BLUE PPO -(H5) - FAMILY
FULL-TIME	05/25/1997	M	40210	ANTHEM BLUE PPO -(H5) - SINGLE
FULL-TIME	12/05/1960	F	40203	ANTHEM BLUE PPO -(H5) - SINGLE
FULL-TIME	04/11/1981	M	40207	ANTHEM BLUE PPO -(H5) - SINGLE
FULL-TIME	01/03/1983	F	40218	ANTHEM BLUE PPO -(H5) - SINGLE
FULL-TIME	08/04/1976	F	40215	ANTHEM BLUE PPO -(H5) - SINGLE

NOTE: Active Part-time employees that work 25 hours or more are covered under health insurance.

HISTORICAL MEDICAL DATA

PAID CLAIMS

January 1, 2020 through December 31, 2021

Louisville Metro Housing Authority

ANTHEM

	HMO		PPO-1 (H2)		PPO - 2 (H4) <i>*Updated Claims Data Not Available.</i>		PPO - 3 (H-5) <i>*Updatd Claims Data Not Available.</i>	
	Enrolled	Claims	Enrolled	Claims	Enrolled	Claims	Enrolled	Claims
Jan. 2020	162	\$156,406	43	\$117,429				
Feb. 2020	161	\$109,500	43	\$28,260				
Mar. 2020	162	\$125,885	42	\$79,487				
April 2020	164	\$84,131	43	\$26,636				
May 2020	162	\$110,277	45	\$38,733				
June 2020	165	\$95,383	46	\$92,579				
July 2020	165	\$106,033	46	\$131,697				
Aug. 2020	165	\$177,244	48	\$65,989				
Sept. 2020	164	\$ 108,626	49	\$193,775				
Oct. 2020	164	\$113,902	49	\$125,312				
Nov. 2020	164	\$119,372	50	\$52,207				
Dec. 2020	163	\$135,585	51	\$42,357				
Jan. 2021	167	\$133,684	58	\$24,032				
Feb. 2021	167	\$73,840	57	\$25,010				
Mar. 2021	167	\$247,116	57	\$56,925				
April 2021	171	\$121,093	57	\$39,953				
May 2021	171	\$162,386	57	\$26,503				
June 2021	172	\$191,450	57	\$39,797				
July 2021	174	\$159,213	57	\$99,882				
Aug. 2021	173	\$452,158	58	\$48,478				
Sept. 2021	175	\$217,859	60	\$63,699				
Oct. 2021	175	\$192,708	61	\$41,934				
Nov. 2021	171	\$253,526	62	\$78,082				
Dec. 2021	168	\$221,229	61	\$75,897				

	Jan-Dec 2020	Jan-Dec 2021	
HMO:			<i>*Due to the low number of contracts in the PPO-2 & PPO-3 plans, updated claims data is not available at this time for those plans.</i>
Total of Large Claims:	\$ 596,194	\$ 1,416,987	
Total Claims:	\$ 1,442,344	\$ 2,424,083	
PPO-1:			
Total of Large Claims:	\$754,908	\$331,792	
Total Claims:	\$994,443	\$620,193	
PPO-2:			
Total of Large Claims:			
Total Claims:			
PPO-3:			
Total of Large Claims:		24	
Total Claims:			
<i>*Large Claims = Incurred claims > \$25,000</i>			

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

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

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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