

**Lucas Metropolitan Housing**  
**Quotation for Small Purchase**  
**QSP21-Q005**  
**Water Meter Testing and Inspections**

**Issue Date: September 24, 2021**

**Due Date: October 20, 2021**



**Joaquin Cintron Vega, President & Chief Executive Officer**

**QSP Document**

**QUOTATION FOR SMALL PURCHASE (QSP) No. 21-Q005, Water Meter Testing and  
Inspection Service**

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**QSP INFORMATION AT A GLANCE**

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[Table No. 2]

LMH CONTACT PERSON & CONTRACTING OFFICER'S DESIGNEE	Kim Sutton, Procurement & Contract Manager 201 Belmont Ave Toledo, OH 43604 419-259-9446
HOW TO OBTAIN THE QSP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	1. Access <a href="http://ha.internationalprocurement.com">ha.internationalprocurement.com</a> (no "www"). 2. Click on the "Login" button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call customer support at (866)526-9266.
Pre-proposal call	<b>October 1, 2021 at 3:00 pm ET</b> Call-in number: 1-800-920-7487 Participant code: 91600386#
QUESTION SUBMITTAL DEADLINE	<b>October 12, 2021, 12:00 PM ET</b> Please submit questions to <a href="mailto:procurement@lucasmha.org">procurement@lucasmha.org</a>
Quotation SUBMITAL RETURN & DEADLINE	<b>OCTOBER 20, 2021 at 3:00 PM ET</b> 435 Nebraska Ave, Toledo, OH 43604 The required "hard copy" documentation must be received in-hand and time-stamped by the Agency by no later than 3:00 PM ET on this date.

1.0 SCOPE OF WORK(SOW):

Lucas Metropolitan Housing Authority (LMH) is seeking written quotations for all labor, material, transportation, equipment, tools, etc. required for testing and inspecting water meters at LMH properties.

1.1 Project Overview

Lucas Metropolitan Housing (LMH) is seeking a contractor perform all meter testing and repair work in accordance with American Water Works Association (AWWA) standards and the manufacturer's recommendations.

1.1.2 Services to be provided

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Each unit must be inspected and tested within five (5) business days of service request to determine the operating condition and accuracy of the selected meter.

All necessary parts for repair must be provided by the contractor and included in pricing.

1-1/2" and 2" meters must be bench tested, unless a test port is available, and must be replaced the same day. A spool piece must be inserted to minimize service disruption.

3" and larger meters must be tested in place. If not in compliance, meters shall be repaired at the discretion of Lucas Metropolitan Housing Authority (LMH).

If LMH elects not to have meter repaired, contractor will only be entitled to test fee.

The contractor will be responsible for coordinating service disruption with client, property manager and/or maintenance supervisor.

Upon restoration of each unit to its proper operating condition, it must be calibrated and re-tested to conform to AWWA standards including AWWA C700-95, C701-88, C702-01, C703-96, C704-92, C708-96, C710-95 and Manual M6.

All testing of equipment by the contractor must be calibrated and certified annually. Contractors must provide the most recent calibration data for their testing equipment with their bid package.

All parts and workmanship must be guaranteed for one (1) year.

LMH will schedule meter testing during normal business hours 8:30am - 5:00pm, Monday thru Friday. However, for some commercial accounts this is not possible. Contractor must agree to provide meter testing services outside normal business hours when required, at no additional cost.

A certified test report must be furnished to LMH and the City of Toledo, Water Division within two (2) weeks of meter service date. Any and all parts removed shall be returned to and remain the property of LMH.

Vendor agrees to deliver vaults, covers, risers to site within five (5) days after receipt of order.

Bidder is responsible for off-loading and setting vault, cover and/or riser in final location; and clean-up area and remove all debris caused by the work performed.

**1.1.3 Ordinances and Regulations**

Selected contractor(s) must comply with all pertinent federal, state and local ordinances and regulations. Contractor shall adhere to all City of Toledo ordinances pertaining to the work performed.

**1.1.4 Additional Work**

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LMH reserves the right to add to the contract any future work, with the agreement of the contractor, at prices offered in this Quotation. This option will be enacted during the contract, if in the best interest of the LMH, and with agreement of the contractor.

### 1.1.5 Price Quote Content Requirements:

#### References:

The Contractor must provide the names, addresses, telephone numbers and **email addresses** with contact names of three (3) current clients or clients from the past three years for whom similar services required by this price quote were performed. Of special interest to LMH are any customer references from state or local housing agencies and/or financial, governmental, or educational institutions. LMH reserves the right to contact any known current or former clients.

### 1.2 General Information

Lucas Metropolitan Housing Authority is a metropolitan housing authority organized and existing under the Ohio Revised Code Section 3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulation under Title 24 of the Code of Federal Regulation. LMH is governed by a five (5) person Board of Commissioners, appointed pursuant to the above cited statute. The President and Chief Executive Officer controls the daily operations.

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

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

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

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

## 2.0 THE AGENCY’S RESERVATION OF RIGHTS.

The Agency reserves the right to:

**2.1 Right to Reject, Waive, or Terminate the QSP.** Reject any or all quotations, to waive any informality in the QSP process, or to terminate the QSP process at any time, if deemed by the Agency to be in its best interests.

**2.2 Right to Not Award.** Not to award a contract pursuant to this QSP.

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- 2.3 Right to Terminate.** Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 10 days written notice to the successful offeror(s).
- 2.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful offeror(s) shall provide the services called for in this QSP.
- 2.5 Right to Retain Quotations.** Retain all quotations submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving quotes without the written consent of the Agency Contracting Officer (CO).
- 2.5 Right to Negotiate.** Negotiate the fees proposed by the offeror entity.
- 2.7 Right to Reject any Quotation.** Reject and not consider any quote that does not meet the requirements of this QSP, including but not necessarily limited to incomplete quotes and/or quotes offering alternate or non-requested services.
- 2.8 No Obligation to Compensate.** Have no obligation to compensate any offeror for any costs incurred in responding to this QSP.
- 2.9 Right to Prohibit.** At any time during the QSP or contract process to prohibit any further participation by a offeror or reject any quote submitted that does not conform to any of the requirements detailed herein. By accessing the [ha.internationalprocurement.com](http://ha.internationalprocurement.com) eProcurement Marketplace (hereinafter, the “eProcurement Marketplace”) and by downloading this document, each prospective offeror is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective offeror, of any responsibility pertaining to such issue.
- 2.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda) other than from LMH’s Procurement Department’s Direct Solicitation List. Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a quotation depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents.

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**3.0 QUOTATION FORMAT.**

**3.1 Quotation Documents to be Submitted**

**3.1.1 Tabbed Quotation Submittal:**

[Table No. 3]

Tab	Form	Description
1		A letter of transmittal (preferably on letterhead), bearing the signature of the authorized representative of the firm and the name(s) of the individual(s) authorized to negotiate services and costs with LMH. Authorized individual contact information including phone number and email address shall be included within the letter.
1	<b>Form of Proposal: <u>Attachment A</u></b>	This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
1	<b>Form HUD 5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract;</i> <u>Attachment B</u></b>	This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
1	<b>Profile of Firm Form: <u>Attachment C</u>  And HUD 2992: <u>Attachment C-1</u></b>	<p>This 2-page Profile of Firm Form must be fully completed executed and submitted under this tab as a part of the proposal submittal.</p> <p>Please attach resumes of principles and key staff and profile of the company and the project team. Identify all and any individuals who will be devoted to the project either on a fulltime basis or part-time basis.</p> <p>Form HUD 2922 <i>Certification Regarding Debarment and Suspension</i> must also be executed and submitted as part of the proposal submittal under this tab. Please include any relevant certifications such as Minority-owned or Disadvantaged Business Enterprise.</p>
2	<b>Proposed Services</b>	<p>Relevant experience, a brief history of providing similar services.</p> <p>The proposer shall submit a listing of 3 former or current professional references for which the proposer has performed similar or like services to those being propped herein within the last 3 years to a similarly sized organization. You must reference any previous work performed for another Housing Authority. It is reasonable to assume</p>

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		<p>the Authority will contact references. The listing at a minimum, is to include:</p> <ul style="list-style-type: none"> <li>• The client’s name or business name,</li> <li>• The client’s contact name and title,</li> <li>• The client’s address,</li> <li>• The client’s telephone number and email address,</li> <li>• A brief description and scope of services,</li> <li>• The dates the services were provided.</li> </ul>
3	<b>Price Proposal <u>Attachment H</u></b>	Proposed Pricing for Services (hourly rate) as request on Attachment H
3	<b>Section 3 Business Preference Documentation: <u>Attachment D - D2</u></b>	Every proposer is required to include and submit Section 3 documentation whether the proposer is claiming a Section 3 Business Status or not. Any Proposer claiming a Section 3 Business status shall fully complete and execute the Section 3 Business Certification Forms and any documentation required by those forms (on form D or D-1). These are self-certify forms. If you are not a Section 3 Business, please write N/A in the top section and sign the forms.
4	<b>Equal Employment Opportunity <u>Attachment I</u></b>	The proposer must submit under this tab the completed EEO form
4	<b><u>Attachment J</u></b>	Subcontractor Listing
4	<b><u>Attachment K</u></b>	Non-Collusive Affidavit
4	<b><u>Attachment L</u></b>	Level of Interest / Acknowledgement of Addendum

**3.2 Recap of Proposed Fees.**

**3.2.1 Proposed Fees.**

The proposed fees shall be submitted by the offeror and received by the agency. Please use the Quotation form Provided (Attachment H), and include under TAB #1, behind the Form of Bid.

**3.3 Additional Information Pertaining to the above Pricing Items.**

**3.3.1 Quantities.**

An award ensuing from this QSP, is expected to be an Indefinite Quantity contract (IQC), for the work that is presented in this QSP, in which case the Agency may retain one or more contractors for the services the Agency requires. Please note



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the following exception to the aforementioned “Requirements Contract” language.

**3.3.1.1 Exception to 3.3.1.**

**3.3.1.1**

**Guaranteed Contract Minimum Amount and not-to-exceed Maximum Amount.** As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract(s) becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$10.00;(b) NMCA: \$10,000.00; There is no guarantee that the Housing Authority will issue any work under a contract award.

**3.3.2 No Deposit/No Retainer.** The Agency will NOT pay any deposit or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful offeror(s) for the firm-fixed fees.

**3.3.3 Prior Agency Approval Required.** Please note that the successful offeror shall NOT conduct any work without the prior written authorization of the Agency representative (this “prior written authorization” may take the form of an email sent to the successful offeror by the Agency and acknowledged by return email by the successful offeror). Ideally, the Contractor shall receive a Notice to Proceed. Failure to abide by this directive shall release the Agency of any obligation to pay the successful offeror for any work conducted without the noted prior written authorization.

**3.4 Quotation Submission.** All “hard-copy” Quotations must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). **A total of 1 original signature copy of the “hard copy” quotation submittal, shall be placed unfolded in a sealed package and addressed to:**

Lucas Metropolitan Housing Authority  
Attention: Kim Sutton  
435 Nebraska Avenue, Toledo, OH 43604

**3.4.1 Submission Package Markings.** The package exterior must clearly denote the above noted QSP number and must have the offeror’s name and return address.

**3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! offerors are not allowed to change any requirements or forms contained

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herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the offeror, such may invalidate that quotation. If, after accepting such a quote, the Agency decides that any such entry has not changed the intent of the quote that the Agency intended to receive, the Agency may accept the quotation and the quote shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective offeror that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a quotation, the offeror is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this QSP.

**3.4.3 Submission Responsibilities.** It shall be the responsibility of each offeror to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the QSP document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the offeror. By virtue of completing, signing, and submitting the completed documents, the offeror is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the offeror not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that offeror to not be considered for award.

**3.5 Offeror's Responsibilities – Contact with the Agency.** It is the responsibility of the offeror to address all communication and correspondence pertaining to this QSP process to the CO only. Offerors must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this QSP. Failure to abide by this requirement may be cause for the Agency to not consider a quotation submittal received from any offeror who may not have abided by this directive.

**3.5.1 Addenda.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective offerors (i.e. firms or individuals that have obtained the QSP Documents). During the QSP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the QSP are made—between the Agency and a prospective offeror when other prospective offerors are not present) conversations that may give one prospective offeror an advantage over other prospective offerors. This does not mean that prospective offerors may not call the CO—it simply means that, other than making replies to direct the prospective offeror where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective offeror's inquiries but will direct him/her to submit such inquiry in writing

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so that the CO may more fairly respond to all prospective offerors in writing by addendum.

**3.6 Offeror's Responsibilities – Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

**3.6.1** Within 2 CFR §200.321 it states:

**3.6.1.1** Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

**3.6.1.2** (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**3.6.1.3** (2) Affirmative steps must include:

**3.6.1.3.1** (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

**3.6.1.3.2** (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

**3.6.1.3.3** (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

**3.6.1.3.4** (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

**3.6.1.3.5** (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

**3.6.1.3.6** (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**3.6.2** Within HUD Procurement Handbook 7460.8 REV 2 it states:

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**3.6.2.1** Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

**3.6.2.2** Section 15.5.B, Goals. [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**3.6.3** Within our **Agency Procurement Policy** it states that our Agency will:

**3.6.3.1 Assistance to Small and Other Business, Required Efforts:**

**3.6.3.1.1** Including such firms, when qualified, on solicitation mailing lists;

**3.6.3.1.2** Encouraging their participation through direct solicitation of quotations or quotes whenever they are potential sources;

**3.6.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

**3.6.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

**3.6.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

**3.6.3.1.6** Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business

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concerns which provide opportunities to low-income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and

**3.6.3.1.7** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**3.7** **Recap of Attachments.** It is the responsibility of each offeror to verify that he/she has downloaded the following attachments pertaining to this QSP, which are hereby by reference included as a part of this QSP:

[Table No. 4]

QSP Section	Document No.	Attach	Description
3.7.1	1.0		This QSP Document
3.7.2	2.0	A	Form of Proposal
3.7.3	3.0	B	Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract
3.7.4	4.0	C	Profile of Firm Form
3.7.4.1	4.1	C-1	HUD 2992 Certification Regarding Debarment & Suspension
3.7.5	5.0	D	Section 3 Business Self-Certification Form
3.7.5.1	5.1	D-1	Section 3 Individual low-income person self-certification form
3.7.5.2	5.2	D-2	Section 3 hours worked reporting form
3.7.6.0	6.0	E	HUD 5369-B
3.7.7.2	7.2	G-2	Form HUD-5370-C (1/14), <i>General Conditions for Non-Construction Contracts (Section II)</i>
3.7.8	8	H	Proposal Form for Pricing Items
3.7.9	9.0	I	EEO Form
3.7.10	10.0	J	Subcontractor Listing
3.7.11	11.0	K	Non-Collusive Affidavit
3.7.12	12.0	L	Level of Interest/Addendum Acknowledge

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**4.0 QUOTATION EVALUATION.**

**4.1 Evaluation Criteria.** The selective process may involve the ranking of offerors by an appointed LMH evaluation committee. Evaluation criteria to be used in reviewing quotes and their respective weights are as follows:

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

Max Value	FACTOR DESCRIPTION
25	<b>No. 1: Demonstration of ability to provide the necessary technical knowledge, skill(s), qualification(s), including qualifications of assigned personnel.</b> Taken into consideration years in business, resumes listing registrations, <u>client references</u> , especially in government and/or non-profit organizations and references.
25	<b>No. 2: Demonstration of successful work experiences</b> as verified by reference checks or other means, and stability of the firm.
25	<b>No. 3: Itemized Proposal Budget</b> (price) relative to project.
25	<b>No. 4: Completeness of Proposal and Demonstrated Grasp of Performance Expectations</b> of services to be performed under Scope of Services

**4.2 Restrictions.** Any and all persons having ownership interest in a offeror entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a offeror entity will be excluded from participation in the evaluation of the quotation.

**5.0 CONTRACT AWARD.**

**5.1 Contract Award Procedure.** The contract award will be made to the most responsive and responsible offer(s) whose quotation is most advantageous to the LMH, considering price and qualifications. If a contract is awarded pursuant to this QSP, the following detailed procedures will be followed:

**5.1.1** By completing, executing and submitting a quotation, the “offeror is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by the Agency, either in hard copy or obtained on the eProcurement Marketplace,” including the contract clauses already attached as Attachments G-2, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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**5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this QSP:

**5.2.1 Contract Form.** The Agency will not execute a contract on the Contractor's form—contracts will only be executed on the Agency form and by submitting a quote the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the QSP process (prior to the posted question deadline) consider any contract clauses that the offeror wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective offeror to notify the Agency, in writing, prior to submitting a quote, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective offeror is not willing to abide by the Agency's response (decision), then that prospective offeror shall be deemed ineligible to submit a quotation.

**5.2.1.1 Mandatory HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this QSP.

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

**5.2.3 Unauthorized Subcontracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

**5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of one year, with four one year renewals.

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**5.4 Insurance Requirements.** Prior to award (but not as a part of the quotation submission) the *Contractor* will be required to provide:

**5.4.1 Workers Compensation Insurance.** An original certificate evidencing the offeror's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

**5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;

**5.4.3 Automobile Insurance.** An original certificate showing the offeror's automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

**5.5 City/County/State Business License.** A copy of the offeror's business license allowing that entity to provide such services within the City of Toledo, Lucas County, and/or the State of Ohio. Each offeror is required to enter related information where provided for on the Profile of Firm Form (Attachment C) and provide a copy of all licenses.

**5.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.3 and 5.5) insurance certificates and licenses, each offeror is required to enter related information where provided for on the Profile of Firm Form. The same information is required for subcontractors.

**5.7 Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated offeror may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated offeror, after the determination that the offeror is responsive and responsible. If such negotiations are not, in the opinion of the CO successfully concluded within five (5) business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated offeror. The



**QUOTATION FOR SMALL PURCHASE (QSP) No. 21-Q005, Water Meter Testing and  
Inspection Service**

Agency shall also retain the right to negotiate with and make an award to more than one offeror.

**5.8 Contract Service Standards.** All work performed pursuant to this QSP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

**5.9 Prompt Return of Contract Documents.** All documents required to complete the contract, including contract signature by the successful offerors, shall be provided to the Agency within 10 workdays of notification by the Agency.

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

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

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

**6.0 ADDITIONAL CONTRACT PROVISIONS**

The following contract provisions are in effect pursuant to 2 CFR 200.326 for non-federal entity contracts:

Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708)

Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

Clean Air Act (42 U.S.C. 7401-7671q.)

Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended

Mandatory policies on energy efficiency contained in the state energy conservation plan

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Executive Order 11061 to prevent discrimination by agencies that utilize federal funds

Title VI of the Civil Rights Act of 1964, Public Law 88-352

Public Law 90-284, Title VIII of the Civil Rights Act of 1968

The Age Discrimination Act of 1975

Anti-Drug Abuse Act of 1988

**QUOTATION FOR SMALL PURCHASE (QSP) No. 21-Q005, Water Meter Testing and  
Inspection Service**

**7.0 Required Clauses**

LMH will take affirmative measures to ensure that all respondents are treated without regard to their age, race, religion, color, national origin, ancestry, sex, sexual orientation, handicap/disability or military status in consideration for award of any contract entered into pursuant to this notice.

Termination for Cause and Convenience. For all contracts in excess of \$10,000, as detailed within Clause No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I (With or without Maintenance Work)*, attached hereto.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p.339) as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receive federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

## QUOTATION FOR SMALL PURCHASE (QSP) No. 21-Q005, Water Meter Testing and Inspection Service

### 8.0 Section 3 Business

**Introduction.** The purpose of this document is to, in simplified terms, explain to proposers, major components pertaining to the Section 3 Business program required by the Agency's funding source, the U.S. Department of Housing and Urban Development (HUD).

#### What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

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

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

#### What Does "Section 3 Worker" Mean?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (See Section 9.7)
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant

#### What Does "Targeted Section 3 Worker" Mean?

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:

## QUOTATION FOR SMALL PURCHASE (QSP) No. 21-Q005, Water Meter Testing and Inspection Service

- (i) A resident of public housing or Section 8-assisted housing;
- (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
- (iii) A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern: or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
  - (ii) A YouthBuild participant

### **What Does “Section 3 Business Concern” Mean?**

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

### **What is YouthBuild?**

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. Each year, more than 6,000 youth participate in approximately 210 YouthBuild programs in more than 40 states. More information can be found here:

<https://www.dol.gov/agencies/eta/youth/youthbuild>.

**QUOTATION FOR SMALL PURCHASE (QSP) No. 21-Q005, Water Meter Testing and Inspection Service**

**(Table No. 5)  
Low-Income and Very Low-Income Determination**

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Household Income	\$39,450	\$45,050	\$50,700	\$56,300	\$60,850	\$65,350	\$69,850	\$74,350

**Table of 2021 Adjusted Mean Income for Lucas Metropolitan Housing Authority**

**What record keeping responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?**

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR §75.31.

**Contracting Requirements**

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;

(iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

**QUOTATION FOR SMALL PURCHASE (QSP) No. 21-Q005, Water Meter Testing and  
Inspection Service**

**Index of Tables**

**[Table No. 6]**

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**FORM OF PROPOSAL**  
**(RFP Attachment A - insert in Tab No. 1)**

(This Form must be fully completed and placed under Tab No. 1 of the 1 “hard copy” tabbed proposal submittal.)

**(1) Instructions.** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the offeror. Also, complete the following Statement’s herein:

[Table No. 1]

“X” = Item Included	Tab No.	Proposal Submittal Item (one original signature copy of each document)
	1	Letter of Transmittal
	1	Form of Proposal (Attachment A)
	1	Proposal Price Form (Attachment H)
	2	Profile of Firm Form (Attachment C)
	2	Proposed Services & Client References
	2	Resource List (Attachment M)
	3	Section 3 Business Documentation (Attachment D - D1)
	4	HUD 5369-C (8/93), Certifications and Representations (Attachment B)
	4	HUD 2992 (Attachment C-1)
	4	Equal Employment Opportunity/Supplier Diversity (Attachment I)
	4	Subcontractor Listing (Attachment J)
	4	Non-Collusive Affidavit (Attachment K)
	4	Level of Interest/Addendum Acknowledgement (Attachment L)

**(2) SECTION 3 STATEMENT.** Are you claiming to be a Section 3 business? Yes  No  Pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 3 (in Step #1).

**(3) Debarred Statement.** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Ohio, or any local government agency within or without the State of Ohio? Yes  No  If “Yes,” please attach a full detailed explanation, including dates, circumstances, and current status.

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**

**FORM OF PROPOSAL**  
**(RFP Attachment A - insert in Tab No. 1)**

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

**(4) Disclosure Statement.** Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

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

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

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

\_\_\_\_\_  
Signature                      Date                      Printed Name                      Company

LUCAS METROPOLITAN HOUSING AUTHORITY



# 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/offerors 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:

---

REQUEST FOR QUOTATIONS Q21-Q005  
Water Meter Testing and Inspections

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

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

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

(2) Name of Firm:

Telephone:

Fax:

Email:

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

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

(5) Identify Principals/Partners in Firm (submit under Tab No. 2 a brief professional resume for each):

[Table No. 1]

Name	Title	% of Ownership

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 2 a brief resume for each. (Do not duplicate any resumes required above):

[Table No. 2]

Name	Title

REQUEST FOR QUOTATIONS Q21-Q005  
Water Meter Testing and Inspections

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

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

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

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

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

- Resident-Owned\* \_\_\_\_\_%       African American \_\_\_\_\_%       Native American \_\_\_\_\_%       Hispanic American \_\_\_\_\_%       Asian/Pacific American \_\_\_\_\_%       Hasidic Jew \_\_\_\_\_%       Asian/Indian American \_\_\_\_\_%
- Woman-Owned (MBE) \_\_\_\_\_%       Woman-Owned (Caucasian) \_\_\_\_\_%       Disabled Veteran \_\_\_\_\_%       Other (Specify): \_\_\_\_\_%

**WMBE Certification Number:**

**Certified by (What Agency):**

**(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)**

**(8) Federal Tax ID No.:**

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

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

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

**(12) Worker's Compensation Insurance Carrier:**

Policy No.:

Expiration Date:

**(13) General Liability Insurance Carrier:**

Policy No.

Expiration Date:

**(14) Automobile Liability Insurance Carrier:**

Policy No.

Expiration Date:

**REQUEST FOR QUOTATIONS Q21-Q005**  
**Water Meter Testing and Inspections**

<b>PROFILE OF FIRM FORM</b> <b>(RFP Attachment C)</b>
--

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

**(15) LMH Conflict of Interest Statement.** Pursuant to HUD Handbook Section 4.4 Conflicts of Interest (24 CFR 85.36(b)(3) and Section 19 of the ACC)

PHAS must observe the following conflict of interest prohibitions.

- A. No PHA employee, officer, or agent shall participate in the selection, award or administration of a contract supported by Federal funds if a conflict of interest, financial or otherwise, real, or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for the award.
  
- B. In addition to any other applicable conflict of interest requirements, neither the PHA nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with a project under the ACC in which any of the following classes of people have an interest, direct or indirect, during his or her tenure or for one year thereafter.
  - 1. Any present or former member or officer of the governing body of the PHA, or any member of the officer's immediate family. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation the PHA or a business entity.
  
  - 2. Any employee of the PHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
  
  - 3. Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) of the PHA. (Note: For additional important provisions see Section 19 of the ACC)
  
- C. No present or former PHA employee, officer, or agent shall engage in selling or attempting to sell supplies, services, or construction to the PHA for one year following the date such employment ceased (see Sections 515 of the old ACC, form HUD-53011, dated 11/69, and Section 19 of the new ACC, form HUD-53012A, dated 7/95). The term "sell" means signing a bid or proposal, negotiating a contract, contacting any PHA employee, officer, or agent for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.

REQUEST FOR QUOTATIONS Q21-Q005  
Water Meter Testing and Inspections

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

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

Does a Conflict of Interest as set forth in Part 15 above exist? Yes  No . If yes, please identify each and every conflict that exists A  B  C . Please explain below.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

## SECTION 3 BUSINESS SELF-CERTIFICATION FORM

*(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)*

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

Section 3 Business Category	Additional Required Data	Mark an "X" on Your Election
It is at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

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



## SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individuals current year income annualized for the year you are being confirmed as low-income.

Printed Name: \_\_\_\_\_

Street Address (Not a PO Box) Apt# City State Zip

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

To qualify as a Section 3 Person, you must meet one of the standards in the box on the left and your individual annual income must not exceed the number in the left box below.

Check only one line below that describes your housing situation:

I am a Public Housing Resident or Section 8 Assists me with my rent, or I am a current YouthBuild participant

I receive No HUD support, but I am low-income and live in the Lucas County MSA

My Individual  
Income does  
not exceed:  
\$39,400.

The Toledo, OH MSA contains the following areas: Fulton County, OH; Lucas County, OH; Monroe County Michigan, Fulton County Michigan, and Wood County, OH (Except Bowling Green).

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





LUCAS METROPOLITAN HOUSING SECTION 3 HOURS WORKED REPORTING FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed by your company on the \_\_\_\_\_ contract including those meeting the Section 3 income requirements as low- or very low-income. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individuals current year income annualized for the year you are confirming they are low-income. If your company employs any person, you believe is low income now or was when they were hired within the past five years, please have them complete the "SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM" and return it to the GC immediately. Please keep in mind the objective and the HUD benchmark requirements for this project are:

- 20% of the total labor hours worked by everyone employed under the project must be worked by Section 3 Workers (Defined as the low and very low-income people in your project service area)

And

- 5% of the total labor hours worked by everyone employed under the project must be worked by Targeted Section 3 Workers (Defined as Public Housing and Section 8 Assisted persons in your project service area)

Therefore, we are interested in identifying as many people Section 3 workers as possible that will allow us to count their hours toward the benchmarks. However, all hours worked by everyone on the project must be reported monthly to:

Martice Bishop  
Workforce Development Coordinator  
[mbishop@lucasmha.org](mailto:mbishop@lucasmha.org)

Official Hours Worked for the Period of \_\_\_\_\_ 2021 - \_\_\_\_\_ 2021

Total Hours Worked by all Non-Section 3 staff \_\_\_\_\_

Total Hours Worked by All Section 3 staff Targeted and Non-Targeted \_\_\_\_\_

Please list the names and hours worked by each Section 3 Worker individually below or on a separate sheet.

First Name	Last Name	Total Hours This Period Only
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



# Instructions to Offerors Non-Construction

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

## 1. Preparation of Offers

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

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

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

- (2) 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.

## 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.

## 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.

## 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;

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

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

#### 1. Minimum Wages

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

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

#### 2. Withholding of funds

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

#### 3. Records

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

#### 4. Apprentices and Trainees

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

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

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

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

**5. Disputes concerning labor standards**

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

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

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

**6. Contract Work Hours and Safety Standards Act**

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

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

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

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

## **7. Subcontracts**

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

## **8. Non-Federal Prevailing Wage Rates**

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

**PRICE PROPOSAL FORM - (ATTACHMENT H)**

**Pricing Items**

Within the eProcurement system, Quoters are required to provide pricing for the line items as detailed below. Only electronic quotes are requested. Paper based forms **will not be issued** and are not required to respond to this QSP.

Item No.	U/M	Service Description	Pricing
1	Each	¾" Turbine Meter Testing	
2	Each	1" Turbine Meter Testing	
3	Each	1-1/2" Turbine Meter Testing	
4	Each	2" Turbine Meter Testing	
5	Each	3" Turbine Meter Testing	
6	Each	4" Turbine Meter Testing	
7	Each	6" Turbine Meter Testing	
8	Hourly	Hourly Rate to Repair & Re-Test Meters	

Federal I.D. # \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_





LUCAS METROPOLITAN HOUSING AUTHORITY

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I attest that the above information is true and correct.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

(STATE OF OHIO

\_\_\_\_\_ COUNTY)

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

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission Expires

\_\_\_\_\_



NON-COLLUSIVE

**AFFIDAVIT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being  
first duly sworn, deposes and says:

That he/she is 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 or affiant, or of that of any other bidder, or to secure any advantage against the Lucas Metropolitan Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires\_\_\_\_\_.

Attachment L  
LETTER OF INTEREST  
QSP21-Q005

GAUGE LEVEL OF INTEREST: So that we may gauge the level of interest in this QSP; if you have not previously done so, please advise us as to whether, or not, you anticipate delivering to us a submittal in response to this QSP (Quotation for Small Purchase). Please complete information below and *return via email or fax [ksuttonsutton@lucasmha.org](mailto:ksuttonsutton@lucasmha.org) or {419-254-3295}*.

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

*Kim Sutton*

Manager of Procurement & Contracts

**ACKNOWLEDGEMENT:**

\_\_\_\_\_ Will Submit

\_\_\_\_\_ No Submission at This Time Due To:

\_\_\_\_\_ I cannot comply with Specifications

\_\_\_\_\_ I cannot meet delivery requirements

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ I do desire to be considered on future procurement contact lists. I have registered with your Vendor Registration list at the LMH website ("Procurement"; then "Vendor Registration") I do NOT desire to be considered on future procurement contact lists

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*E-Mail Address*