



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

**QUOTATIONS FOR SMALL PURCHASES (QSP)
QSP 18-Q002
Appraisal Services**

Issue Date: January 10, 2018

Due Date: January 25, 2018 at 3:00 pm ET

Expected Begin Date: February 2018

Purpose of the Appraisal:

The Lucas Metropolitan Housing Authority (LMHA) is seeking quotes for appraisal services from real property appraisal firms to assist in determining the fair market value of single family and multifamily housing for the purpose of inventory removal. LMHA intends to remove/ dispose of said properties from its Public Housing Inventory through its Section 18 Demolition/Disposition process.

Additional services at a future date may involve appraisals of vacant land, provide a valuation approach for future projects, or perform appraisals for units that are for sale (that may be for one of its affiliates).

A. Minimum Qualifications:

The following qualifications must be met to be considered for contract award:

1. Certified General or Residential Real Estate Appraiser License for the State of Ohio with minimum certification criteria issued by the Appraiser Qualifications Board (AQB) of the Appraisal Foundation under the provision of Title XI of the Financial Institutions Reform, Recovery and enforcement Act of 1989 (FIRREA).
2. Not be listed on GSA's Excluded Parties List System (SAM), the System for Award Management, Limited Denial of Participation (LDP) list, or HUD's Credit Alert Verification Reporting System (CAIVRS).
3. The Appraiser shall have at least five (5) years of experience, including recent experience within the last five (5) years, providing appraisal services for single family and multi- family rental housing properties and any key personnel assigned to the Contract shall have a minimum of three (3) years of recent experience providing appraisal services for single family and multifamily rental housing properties.

Additional consideration will be given to:

1. Appraisers listed on the FHA Appraiser Roster
2. Appraisers that have had experience in appraising properties within the City of Toledo.

Demetria M. Simpson
President and Chief Executive Officer
Board of Commissioners

Hugh W. Grefe, *Chairman*, Alisha Gant, *Vice Chairman*, William J. Brennan, James A. Peppers, Barbara J. Fuqua



B. Scope of work: The appraiser must, at a minimum:

1. Provide an appraisal meeting the definition of an appraisal found at 49 CFR 24.2(a)(3).
2. Afford LMHA or designated representative the opportunity to accompany the appraiser on the inspection of the property.
3. Perform an inspection of the subject properties:
 - 331 Lapier
 - 3513 Mayo
 - 3529-3533 Mayo (duplex)
4. Provide an appraisal to help LMHA determine the fair market value of single family and multifamily housing for the purpose of inventory removal. LMHA intends to remove/ dispose of said properties from its Public Housing Inventory through its Section 18 Demolition/Disposition process.
5. Provide an appraisal in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) requirements in Standard 2: Real Property Appraisal, Reporting which was promulgated by the Appraisal Foundation in 1989 in connection with Title XI of the Financial Institutions Recovery and Enforcement Act (FIRREA)
6. Performance by a State Certified General Real Property Appraiser with a minimum of five (5) years' experience appraising multifamily rental housing. A copy of the Appraiser's state certification must be presented with the price quote.
7. Completion and submission of one hard copy plus one electronic copy of all appraisals to LMHA within five (5) days of project assignment. Failure to do so may result in non-selection for future assignments.
8. Communication with LMHA staff on progress and issues related to the successful completion of appraisal for an assigned property.

C. Price Quote Content Requirements:

All quotes must contain the following information and relevant documentation in the order outlined below:

1. Minimum Qualifications:

The Appraiser shall demonstrate that it meets the qualifications outlined in **Section A**.

2. Summary of Experience and General Capability Experience:

The Appraiser shall provide an overview of its experience rendering services similar to those outlined in **Section B** and is relative to this request for price quote. This narrative shall also include a summary of the experience of key personnel proposed to be assigned to this



Contract. Resumes, brochures and other relevant documentation may be included in this section. This narrative should include a statement as to the number of single family and multifamily appraisals performed in the last three (3) years for all proposed persons or firm. Also include the type of ownership (for profit, nonprofit, REO, etc.), source of financing (conventional, HUD insured, LIHTC, other government funding, etc.), the number and mix of unit sizes (SRO, 1BR, 2BR, 3BR, etc.) and the general localities of the projects (urban, rural, etc.).

3. References:

The Appraiser must provide the names, addresses, telephone numbers and contact persons 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 LMHA are any customer references from state or local housing agencies and/or financial institutions. LMHA reserves the right to contact any known current or former clients.

3. A sample electronic copy of a complete single family and multifamily (duplex) appraisal must be submitted. The appraisal must be in a self-contained format prepared by the Proposer within the last two (2) years.

4. Price Proposal:

A description of pricing for the appraisal services per appraisal should be provided.

LMHA does not pay travel expenses, late fees or interest charges.

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

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



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

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.

Submission Instructions

An electronic PDF file is to be submitted to the attention of “Sherry Tobin, Manager, Procurement & Contracts”. The file must be labeled with the Respondent’s Name, QSP Title, QSP Number, and Due Date.

The PDF file may be submitted by copying and pasting the link below:

[https://na11.springcm.com/atlas/Forms/SubmitForm.aspx?aid=17534&FormUid=bc9ead86-
adf6-e511-97db-d89d67132a6d](https://na11.springcm.com/atlas/Forms/SubmitForm.aspx?aid=17534&FormUid=bc9ead86-adf6-e511-97db-d89d67132a6d)

The above link can also be found by going to our website – www.lucasmha.org , select “*Business Partners*” at the top, then Procurement under “*Doing Business with LMHA*”. Under “*Open Solicitations & Bids*”, click on “*Submit a Proposal*”, and fill out the cover sheet. Attach your PDF proposal to the cover sheet. LMHA’s system will send a confirmation email to the respondent’s email address entered into the form. Failure to submit all required documents by the submission deadline may make the respondents proposal ineligible for consideration.

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

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

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



Applicable Documents

The following documents are hereby attached to this QSP by reference and available to be downloaded on the eProcurement website:

<u>Document #</u>	<u>Attachments</u>
1	QSP 18-Q002 Quotations for Small Purchases – Appraisal Services
2	Quotation Request Form (return)
3	HUD 5369- B Instructions to Offerors – Non-Construction
4	HUD 5369-C Certifications and Representations of Offerors Non-Construction (return)
5	Contractor’s Certificate Concerning Equal Employment Opportunities (EEOC) (return)
6	Non-Collusive Affidavit (return)
7	Contractor/ Vendor Qualifications Statement (return)
8	HUD Table 5.1 Contract Clauses – Small Purchases other than Construction
9	LMHA Section 3 Forms (6/2017) (return)

Proof of Insurance for Contractors and Vendors

Workers Compensation:

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

General and Commercial Liability:

1. Contractor agrees to name LMHA as an **additional insured** on its general liability policy, which shall be primary to and non-contributory to LMHA’s general liability policy.



2. Contractor agrees to provide proof of General Liability Insurance coverage with combined single limit for bodily injury and property damage not less than \$1million per occurrence.
3. Such coverage must be maintained for the term of the contract.

Insurance Automobile Liability:

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

Indemnity:

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

Processing:

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

Contract Period – Funding & Invoicing

The contract period will be for one (1) year with the option by LMHA to extend for two (2) additional one-year periods. The offeror (s) can claim payment only for services already provided, in amount determined by the negotiated rate. No advance payment will be made. Payment by the LMHA is made within 30 days of receipt of invoices and any required documentation.

At minimum, invoices require:

- Purchase Order Number
- Date of Service
- Property Name
- Service Address
- Description of Service(s) Provided
- Invoice Number
- Invoice Date

LMHA may issue purchase orders or task orders electronically (i.e. email or fax), via the Procurement Department or designee, depending upon the nature of the request.

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



Go to our website www.lucasmha.org, and at the bottom right hand corner is a menu called “*Doing Business with LMHA*”. Select “*Vendor Online Invoice Submission*” and complete the cover form. Attach (upload) your invoice, direct it to the Department and person who ordered the work. Save it, and if you have successfully completed the invoicing procedure, you will receive a green message that it was accepted.

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

Type of Contract

An Indefinite Delivery/Indefinite Quantity (IDIQ or ID/IQ) contract provides for an indefinite quantity of supplies or services during a fixed period. Should an IDIQ be issued, this type of contract does NOT require the LMHA to order a specific maximum quantity of supplies or services.

Confidentiality & Security

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

Availability of Funds

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

Non-Appropriation Clause

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

Termination

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



General Information and/or Requirements

Successful offeror(s) must provide LMHA with:

- Attachments completed in full (and notarized if required).
- Qualifications (to include copies of any certifications/licenses/ references/resumes/brochures/ samples – as outlined in “C”)
- Price for appraisal

The following documents will be requested upon an award or during the evaluation:

- Current copy of its Ohio Workers’ Compensation Certificate (if applicable)
- Current copy of general liability insurance certificate **naming LMHA as an additional insured**, which shall be made “primary” to LMHA’s general liability policy.
- Copy of W-9 form
- Any additional information or material that LMHA needs and requests to assist in the evaluation of quotes received.

Reservation of Rights

LMHA reserves the right to:

- Reject any or all quotes in whole or in part, to waive any informality in the QSP process, to waive any and all informalities or irregularities in any quotation submission or to terminate the QSP process at any time, if deemed by the Agency to be in its best interests.
- Not to award a contract pursuant to this QSP.
- Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 10 days written notice to the successful quoter(s).
- Determine the days, hours and locations that the successful quoter(s) shall provide the services called for in this QSP and the right to increase or decrease sites and locations as LMHA desires.
- Retain all quotes submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving quotes without the written consent of LMHA.
- Negotiate the fees quoted by the submitting entity.



- 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.
- Have no obligation to compensate any quoter for any costs incurred in responding to this QSP.
- Make an award to multiple quoters (including joint ventures).
- Select quoter(s) for specific purposes or for any combination of specific purposes
- To defer the selection and award of any quoter(s) to a time of the LMHA's choosing.
- At any time during the QSP or contract process, to prohibit any further participation by a quoter or reject any quote submitted that does not conform to any of the requirements detailed herein. By accessing the ha.economicengine.com Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document or receiving via a direct solicitation, each prospective quoter is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform LMHA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by LMHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve LMHA, but not the prospective quoter, of any responsibility pertaining to such issue.

The contract award will be made to the offeror(s) whose quotation is most advantageous to the LMHA, considering price, qualifications, experience and references. This solicitation may be canceled and all quotations that have already been received may be rejected if the services are no longer required or the price exceeds available funds and for good cause when it is in the best interests of the LMHA.

LMHA 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.

This Request for Price Quotation is not an offer to buy, and shall not be assumed as such.



Direct Quotations with Qualifications (per Section 3) and required forms Via Upload to:

Sherry Tobin, Manager

Procurement and Contracts Department
Lucas Metropolitan Housing Authority
201 Belmont Avenue
Toledo, Ohio 43604
E-mail: stobin@lucasmha.org

For Scope of Services-Related Question:

Kattie Bond

Chief Real Estate Officer

Lucas Metropolitan Housing Authority
Phone: 419-259-9400
E-mail: kbond@lucasmha.org

For Section 3-Related Questions, Please Contact:

Martice Bishop, Section 3 Compliance Coordinator

E-mail: mbishop@lucasmha.org

Quotes Must Be Received No Later Than January 25, 2018 at 3:00 pm. ET



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

Quotation Request Form

Offeror: _____ _____ _____	Terms: N30 Quote Expiration Date: _____
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To Whom It May Concern:

We are currently developing a program of vendor sources. Therefore, we would appreciate a quote from you on the service listed within the **Quotations for Small Purchases (QSP) #18-Q002 /Appraisal Services**. **Quotations are due no later than January 25, 2018 at 3:00pm ET.** Please forward this form and all documentation to website listed. List testing rates and any applicable hourly repair rates. Use additional sheet if necessary. Indicate when your price quote shall expire.

Thank you,

Sherry Tobin

Manager, Procurement & Contracts

Lucas Metropolitan Housing Authority

stobin@lucasmha.org



Pricing Items

Please provide a price for the item listed below. You may attach another sheet if necessary to describe the service in more detail.

Item No.	U/M	Service Description	Pricing
1	each	Appraisal	

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

Authorized Signature: _____

Title: _____

Email: _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

LUCAS METROPOLITAN HOUSING AUTHORITY

I attest that the above information is true and correct.

Print Name

Title

Date

Signature

(STATE OF OHIO

_____ COUNTY)

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

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

Notary Public

My commission Expires

Contractor/Vendor Qualification Statement
(Page 1 of 2)

- (1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).
- (2) Name of Firm: _____ Telephone: _____ Fax: _____
- (3) Street Address, City, State, Zip: _____
- (4) Please attached a brief biography/resume of the company, including the following information:
(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

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

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

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

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

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

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

WMBE
Certified

Certification
by

Number:
(Agency):

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

Signature Date Printed Name Company

Contractor/Vendor Qualification Statement
(Page 2 of 2)

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

Signature

Date

Printed Name

Company

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

*MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION*

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded

*MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION*

with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

Section 3 Requirements

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

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

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

A. **Training and Employment Opportunities for Section 3 Residents**

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

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

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

B. **Contracting Opportunities for Section 3 Business Concerns**

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

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

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

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

Contractor Responsibilities in meeting Section 3 goals

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

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

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

Other Economic Opportunities to achieve Contractor Compliance

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

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

Section 3 Forms

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

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

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

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



Section 3 Form #1: SECTION 3 CLAUSE ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

Business Name: _____

Business Address: _____

Print Name: _____

Signature

Date

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



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

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

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

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

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



Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 1 of 6)

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

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

Name of Business: _____

Business Address: _____

Contract Name/Solicitation #: _____

Total amount of Bid: _____

PART II: PRIOR COMPLIANCE CERTIFICATION

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

Signature/Title

Print Name

Date

PART III: IS SECTION 3 TRIGGERED BY THIS CONTRACT?

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

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

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

If you checked both boxes, do NOT check any other boxes or select any other options on this form! Review all other pages and execute the attestation and notarized signature on page 23 Form #3.

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

Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 4 of 6)

PART VI. OTHER REQUIREMENTS

Outreach Plan:

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

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

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

Documentation of “To the Greatest Extent Feasible” :

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

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

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

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

Recordkeeping:

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

Reports:

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

Certification:

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

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

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

Other Economic Opportunities:

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

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

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

Grievance and Compliance:

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

SECTION 3 CONTRACT COMPLIANCE CURE AND TERMINATION PROCESSES

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

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

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

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

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

Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 6 of 6)

ATTESTATION:

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

Name of Prime Contractor: _____

Name of Authorized Officer: _____

Title of Authorized Officer: _____

Signature

Date

NOTARY REQUIRED

STATE:

COUNTY:

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

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

Notary Public My Commission Expires: _____{SEAL}



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

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

Printed Name of Individual: _____

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

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

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

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

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

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

Table of Adjusted Median Income for Lucas Metropolitan Housing Authority

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

(Check all that apply):

- I am a public housing resident (Name of housing development: _____)
- I am a Section 8 rent assistance participant with LMHA (have a Housing Choice Voucher)
- I live in the service area of the Housing Commission (Lucas Metropolitan Housing Authority)

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

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

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

Please list degree or certifications: _____

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

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

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

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

Signature

Date