

The Housing Authority City of Elkhart (HACE) will accept Proposals for General Maintenance/Vacant Unit Preparation Services provided at our various Developments, Properties, and Office Locations, until 3:00PM, on July 3, 2019, at the HACE Central Office Facility located at 1396 Benham Ave., Elkhart, IN. If delivered in person or by courier, *the Bid must be date and time stamped by the HACE receptionist* by 3:00PM. **Ordering Instructions:** The Bid Specifications Package can be accessed from the HACE's website at www.ehai.org or by calling 574-295-8392. **Contact:** Pre-proposal site visits are available by appointment only and can be arranged by contacting Mitchell Craven, Director of Comprehensive Improvements at 574-295-8392.

Request for Proposals

For

General Maintenance/Vacant Unit Preparation Services

Various Properties and Offices

For The

HOUSING AUTHORITY CITY OF ELKHART

RFP 03-2019-UT

Notice: Contact with members of the HACE Board of Commissioners, or HACE officers and employees other than the contact person listed herein, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective proposer(s) during the RFP process, if HACE meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

PUBLISHED JUNE 14, 2019

GENERAL INFORMATION

PURPOSE OF THIS REQUEST FOR PROPOSALS

The HACE will enter into indefinite quantity contract(s) for 1 year, which can be awarded to one or more proposers. With the company(s) that has the highest ordinal bid evaluation score on the primary or any alternative grouping. The HACE may also extend any contract for an additional 2 years.

ATTACHMENTS

The following attachments are herein incorporated by reference for all purposes as part of this “Unit Turn Services” Proposal Solicitation and Scope of Work:

- A. Scope of Work, Option 1 or Option 2
- B. Proposed Rates
- C. HUD 5369-B
- D. HUD form 5370-C Part 1 and 2
- E. HUD Maintenance Wage Rates
- F. Section 3 Preference Explanation
- G. Section 3 Plan
- H. Section 3 Submittal Form
- I. HUD 50070-Certification of Drug Free Workplace

FORMAT OF BID

No contract will be awarded without the following forms being completed:

Proof of Insurance

Completion of Pricing Sheet/Bid Form

Section 3 Compliance Form

Section 3 Declaration Form (if applying for bonus points)

Financials and/or lines of credit (when requested)

List of at least three (3) references of work completed within the last two (2) years

HUD Forms

Company Profile

Non Collusive Affidavit

Contractors must submit a City of Elkhart Business license

At the time bids are opened, to be considered responsive, bids *must* contain the following:

Proof of Insurance

Pricing Sheet/Bid Forms

CONDITIONS

The Housing Authority will not pay any cost incurred in the preparation or submission of any bid or any cost incurred in anticipation of a contract. The Bidder understands that the Executive Director of the Housing Authority shall be the sole authority to legally commit the Housing Authority to any expenditure of public funds for this procurement, subject to approval by the Board of Commissioners. The Housing Authority reserves the right to award one or more contracts, to a single or multiple contractors after receipt of bids, without further discussion. Therefore, it is emphasized that all bids should be submitted initially on the most favorable terms. The Housing Authority reserves the right to reject any and all bids and to waive any informality whenever such rejection or waiver is in the best interest of the Housing Authority. This RFP in no

way obligates the Housing Authority to award a contract. Contractor(s) shall have staff, qualified by training and experience, to perform the service required. All persons employed by Contractor(s) in the performance of any work under this Agreement shall be agents and employees of Contractor(s) only. Neither Contractor(s) nor any employees or agents of Contractor(s) shall be deemed as employees of the HACE for any purpose whatsoever. Contractor(s) is responsible for obtaining identification badges on all of his/her employees. Under no circumstances will a crewmember be allowed to work at development site without his/her ID on his/her person at all times. Contractor's personnel shall be neat and conduct all work in a professional manner with minimal disturbance to the Housing Authority. If any of Contractor's personnel are not satisfactory to the Housing Authority, Contractor(s) shall replace such personnel with satisfactory replacements. The Contractor(s) shall coordinate the work with the Housing Authority as much as possible. Regular reports of progress shall be required.

Without invalidating this Agreement, the Housing Authority may at any time order extra work, alterations, additions to, or deductions from the work and the Agreement sum shall be adjusted accordingly. Any change or extra work resulting in additional cost must be made in advance and approved **in writing** by the Housing Authority's Executive Director. All such extra work shall be executed in accordance with the terms and conditions of this Agreement. Contractors may appeal only deviations from laws, rules, regulations, or procedures. Disagreement with the evaluators' judgment with the number of points scored is not appealable. The following Appeal Procedure applies to Contractors who wish to appeal a disqualification of Bid or award of contract:

Contractors shall submit a written appeal to the Executive Director. Appeals must be received by the Executive Director no later than 4:00 p.m. (local time) on the fifth (5th) business day after the postmarked date of the Notice of Award/Non-Award. Send appeals to:

APPEAL OF BID ACTION

Attention: Executive Director
1396 Benham Ave.
Elkhart, IN 46516

The appeals must specify the basis for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal. Appeals not filed within the time specified herein or which fail to cite the specific law, rule, regulation, or procedure upon which the appeal is based shall be dismissed without further review.

PERMITS, LAWS, AND REGULATIONS

The Contractor(s) **will** secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of services. **A copy of the permit will be made available to HACE upon the contractor's receipt of the permit.** Where the Housing Authority **chooses** to arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor(s), the contract amount shall be reduced accordingly. The Contractor(s) shall observe and comply with all federal, state, county, and city laws, codes, ordinances, rules and regulations in accomplishing the work. The service performed shall be in conformance with and meet all industry standards. The Contractor(s) shall agree that, in a suit and/or claim in mediation or arbitration to enforce the rights and/or obligations of a Contract under this Bid, should the HACE prevail in the prosecution or defense of said suit and/or claim, the HACE shall be entitled to its reasonable attorney's fees, court costs and other reasonable litigation expenses, including, but not limited to, expert fees, costs of exhibits, staff time in the preparation for and/or attendance at trial, investigation expenses, and travel expenses. The Contractor(s) shall agree to indemnify and keep, hold and save harmless the Housing Authority from and against any and all

liability, penalty, losses, damages, expenses suits and judgments arising from injuries on Housing Authority property premises during the term of the Contract to persons or property of any nature.

STATEMENT OF LIABILITY

The Contractor's responsibility for damages shall be as follows:

1. The Contractor(s) shall be responsible for all losses, damages or injuries that occur as a result of his fault or negligence, as well as those losses, damages or injuries resulting from acts of his employees.
2. The Contractor(s) shall carry all liability, workers' compensation, and other types of insurance necessary to hold the Housing Authority free of liability for any and all actions of the Contractor(s) and/or his/her employees due to performance, equipment, or contract scope.
3. The Contractor(s) shall list any additional insurance coverage it secures and shall provide the Housing Authority with evidence of its designation of the Housing Authority as an additional insured on each of its insurance policies. The insurance company shall directly notify the Housing Authority of any changes in the policies. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the HACE by the insurance company.

Professional Liability	Required Limits
HACE and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to HACE such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
HACE and its affiliates must be named as an additional insured and as the certificate holder. Must include both owned and unowned vehicles.	\$ 1,000,000 combined single limit, per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000 A waiver of Subrogation in favor of HACE must be included in the Workers' Compensation policy. HACE and its affiliates must be named as a Certificate Holder.	Statutory \$1,000,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at HACE properties. HACE and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

LAPSE IN INSURANCE COVERAGE

In the event Contractor fails to maintain insurance as required by a resulting contract, the Contractor shall immediately cure such lapse in insurance coverage at the Contractor's expense, and pay HACE in full for all costs and expenses incurred by HACE under this Contract as a result of Contractor's failure to maintain insurance as required, including costs and reasonable attorney's fees relating to HACE's attempts to cure such lapse in insurance coverage. Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractors. Moreover,

HACE shall retain from monies or payments owed to Contractor by HACE ten percent (10%) of the value of the Contract and place this retainage into an account to cover HACE's potential exposure to liability during the period of such lapse. This retainage shall be held by HACE until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against HACE for any matter that should have been covered by the required insurance.

HACE'S RESERVATION OF RIGHTS

HACE reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HACE to be in its best interests.

HACE reserves the right not to award a contract pursuant to this RFP.

HACE reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 14 days written notice to the successful proposer(s).

HACE reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.

HACE reserves the right to retain all proposals submitted and not permit **any proposal withdrawals** for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from the Contract Administrator (CA).

HACE reserves the right to negotiate the fees proposed by all proposers. If such negotiations are not, in the opinion of the HACE successfully concluded within a reasonable timeframe, the HACE shall retain the right to end such negotiations.

HACE reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

HACE shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

HACE reserves the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective proposer further agrees that he/she will inform HACE's CA in writing within five (5) days of the discovery of any item that is issued thereafter by HACE that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve HACE, but not the prospective proposer, of any responsibility pertaining to such issue.

HACE reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HACE's website www.ehai.org. Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers.

In the case of rejection of all proposals, HACE reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of HACE, the best interest of HACE will be promoted.

HACE reserves the right to, without any liability; cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

HACE reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HACE, if:

- Funding is not available,
- Legal restrictions are placed upon the expenditure of monies for this category of service or supplies.

HACE reserves the right to make an award to more than one proposer based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO).

HACE reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form required by HACE within two (2) days of written request.

HACE reserves the right to amend the contract any time prior to contract execution.

HACE reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFP and any resulting contract.

HACE reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.

In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, HACE reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.

COST OF SERVICES

The contractor(s) shall include in his/her Bid the all-inclusive cost to be charged to the Housing Authority for the provision of General Maintenance/Vacant Unit Preparation Services as defined on the Scope of Work. It MUST accompany any bid *in order for that bid to be responsive*. HACE will provide the required general maintenance material, floor stripper/wax and paint. Cleaning supplies will not be provided and must be included in proposed cost. HACE will not be responsible for delays in material restock, beyond its control. HACE will not provide tools and equipment to Contractor(s). Additional charges for severely distressed units will be reviewed on a case-by-case basis and all charges must be approved by HACE prior to assignment.

AWARD OF CONTRACT

The Housing Authority reserves the right to reject any or all bids and to waive any minor informalities or irregularities in bids received. The contract shall initially be awarded to the highest scored RFP by a responsible Bidder whose Bid conforms to the RFP and to the specifications described herein, and whose product or service best suits the needs of the HACE. The Contractor shall perform General Maintenance/Vacant Unit Preparation Services, as specified herein, on "as needed" basis at various HACE

Properties per the included scope of work. Although no amount of work is guaranteed, the average monthly turnover is 16 units.

Contractor shall comply with all applicable federal, state and local laws regarding no smoking on HACE properties.

Proposal Prices: Proposers are advised that the Proposal Fee shall be all inclusive and fully burdened by proposer to accomplish the work as specified in this RFP and any resulting contract.

The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this RFP or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, HACE may have the necessary work performed and charge the cost to the Contractor.

Regulatory: Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services

Contractor shall utilize Section 3 residents and businesses to perform the requirements under this proposal to the greatest extent feasible and shall document such efforts monthly. There is a 30% goal for hiring Section 3 residents on any contract resulting from this RFP, a 10% goal for subcontracting with Section 3 Businesses for construction contracts and a 3% goal for subcontracting with Section 3 Businesses for non-construction contracts. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

RESPONSIBILITY FOR SUBCONTRACTORS

All requirements for the “Prime” contractor shall also apply to any and all subcontractors. It is the Prime Contractors’ responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HACE for the performance under this RFP or any resulting contract.

Contractor shall perform criminal history checks and drug screening tests on all employees performing work under this RFP and any resulting contract and if requested provide summaries of the results to HACE. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Contractor is required to perform drug screening of all employees and to insure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.

Contractor shall provide at contractor’s own expense all equipment, labor, cleaning materials, and tools to perform all the services required under this RFP and any resulting contract.

If any employee of the Contractor is deemed unacceptable by HACE, Contractor shall immediately replace such personnel with a substitute acceptable to HACE.

CONDITIONS OF PROPOSERS

Prospective proposers will not be required to pre-qualify in order to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work. Failure by the prospective proposer to provide the requested information may, at HACE's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information.

RFP FORMS, DOCUMENTS, SPECIFICATIONS AND DRAWINGS

Prior to submitting a proposal in response to the RFP, it shall be each prospective proposer's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP.

Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless specified otherwise. If proposing other than references, proposal submittal shall show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of products offered must be included in the proposal submittal. Failure to take exception to specifications or referenced data will require Contractor to furnish specified brand names, numbers, etc.

SUBMISSIONS AND RECEIPT BY HACE

TIME FOR RECEIVING PROPOSALS

Proposals received prior to the proposal submittal deadline shall be securely kept, unopened, by HACE. No proposal received after the designated deadline shall be considered.

Proposers are cautioned that any proposal submittal that is time-stamped as being received by HACE after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposals inadvertently opened shall be ruled to be invalid. No responsibility will attach to HACE or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

A total of one (1) original signature copy (marked "ORIGINAL") and three (3) exact copies (marked copy) shall be placed unfolded in a sealed package with the proposer's name and return address and addressed as follows:

All Proposals must be submitted in a sealed envelope marked "General Maintenance/Vacant Unit Preparation Services." with the responder's name and address on the exterior of the envelope" and **received and date and time stamped at the Front Desk of the Housing Authority City of Elkhart, 1396 Benham Ave., Elkhart, Indiana 46516**, no later than 3:00PM on July 3, 2019. Proposals received after 3:00PM. will NOT be opened and will not be returned to the responder. The determination as to whether a Proposal is timely received will be at the sole discretion of the Housing Authority.

Responders are advised that mailed Proposals will not be considered received until actual receipt by the HACE and that any delay in delivery is at the sole risk of the Responder. HACE is not responsible for any lost or delayed Proposals. The Proposal may be mailed to the following address:

Procedure to withdraw proposal submittal: A request for withdrawal of a proposal due to a purported error need not be considered by HACE unless filed in writing by the proposer within 48 hours after the proposal deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by HACE, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as HACE retains the right to accept or reject any proposed withdrawal for a mistake.

Mail should be mailed as followed:

Housing Authority City of Elkhart
Attention: Mitchell F. Craven, Director of Comprehensive Improvements
1396 Benham Ave.
Elkhart, IN 46516

BILLINGS AND PAYMENTS

The HACE will pay contractors on a Net 30-day basis. An early payment (within 10 days) may be requested with a 10% discount to the HACE (this option is at the sole discretion of HACE).

BILLING RECORDS

All contractors will keep copies of timecards and paychecks, by address where the work was performed, for all employees used at HACE properties (digital is acceptable). Payroll audits of employee pay rates and classifications will occur periodically. All contractors agree to make their employees available for such interviews. Should any irregularities not be able to be adequately explained to the HACE, the HACE SHALL refer any such unresolved irregularities to the appropriate Department of Labor office for further action.

EXCEPTIONS TO SPECIFICATIONS

A prospective proposer may take exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to the HACE, at least seven (7) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must also be included. HACE reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements, or may reject the prospective proposer's request.

When taking exception, prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the HACE officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

FORM OF PROPOSAL

The proposal shall be submitted in the following manner. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the HACE, eliminate that proposer from consideration for award.

REQUIRED FORMS

All required forms furnished by HACE as a part of the RFP document issued shall, as instructed, be fully completed and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to its original form (for example, signature lines must appear on the page which the line was originally intended).

Tabbed Proposal Submittal: HACE intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Bid" basis. Therefore, so that HACE can properly evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers and the number on the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below.

TAB 1, BID FORM

These Forms are attached hereto as Attachment B to this RFP document. This one-page Form must be fully completed, and submitted under this tab as a part of the proposal submittal. The proposed fee section of this form will be intentionally left blank in the proposal submittals.

TAB 2, HUD FORMS AND CONFLICT OF INTEREST QUESTIONNAIRE

These Forms are attached hereto as Attachments to this RFP document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

TAB 3, PROFILE OF FIRM FORM

The Profile of Firm Form. This one-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal by the Proposer and each subcontractor. Also submit the Company Profile under this tab.

TAB 4, PAST PERFORMANCE

The Proposer must submit under this tab a concise description of its experience, to include:

- Firm's experience with similar projects requiring General Maintenance/Vacant Unit Preparation Services.
- Firm's experience in the projects of this or greater scope.
- Length of time Contractor has been providing the services requested by this RFP.

TAB 5, CLIENT INFORMATION

The proposer shall submit three former or current clients, preferably other than HACE, for whom the proposer has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:

The client's name;

The client's telephone number and address,

Description of services provided to the client, and

Date of services

TAB 6, JOINT VENTURE/PARTNERSHIPS

The proposer shall identify if this proposal is a joint venture or partnership with another entity. Please remember that all information required from the proposer under the proceeding or subsequent tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the proposal. Include a Profile of Firm Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, "NO JOINT VENTURE/NO PARTNERS".

TAB 7, SUBCONTRACTORS

Proposers must also provide HACE with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier and the minority status of each. A Profile of Firm Form must be completed for each subcontractor and included in this Tab. Proposer must realize that the actual usage of the subcontractor will be contingent upon HACE's prior written approval, and Proposer remains responsible to HACE for any and all services and goods provided pursuant to this RFP and any resulting contract. If no subcontractors will not be utilized, please provide this statement, "NO SUBCONTRACTORS" "Contractor intends to perform all work detailed in this RFP".

TAB 8, SECTION 3 BUSINESS PREFERENCE

Any Proposer claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom Proposer is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Proposers employees.

TAB 9, SECTION 3 GOOD FAITH EFFORT COMPLIANCE PLAN

Proposers are required to complete and submit the SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN outlining their efforts to employ qualified Section 3 businesses or persons. The goal as stated in the Good Faith Effort Compliance Plan is thirty percent of new hires for Section 3 persons per contract. The subcontracting goal is ten percent for Section 3 Businesses for construction contracts and three percent for Section 3 Businesses for non-construction contracts. HACE will provide a listing of qualified Section 3 Businesses upon request. **FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

TAB 10, FINANCIAL VIABILITY AND OTHER INFORMATION

Contractor shall provide evidence of financial ability to provide such services to include copies of most recent financial statements and most recent audit if available. The proposer may also include hereunder any other general information that the proposer believes is appropriate to assist HACE in its evaluation.

PROPOSED COSTS

BASE COSTS

Your proposed fee for each item is inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits (must comply with Attachment E) clerical support; overhead; profit; supplies; materials; licensing; insurance, vehicle fuel, etc. Each fee proposed shall be fully "burdened" with profit and overhead costs. **Prices:** Your proposed price for each item listed on the Price Sheet shall be inclusive of all expenses incurred to perform the service under this RFP and any resulting contract. Price shall include but not be limited to, employee costs and benefits, clerical support, overhead,

profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc. Prices will be utilized to deduct for any work not performed or materials not used.

CLEAN-OUT CHARGES

On a unit by unit basis, the HA will consider extra charges from the contractor for required services of a unit that may be in need of trash removal. Such charges will be agreed upon by the HA and the contractor prior to the contractor beginning such service.

CALL-BACK RESPONSE

The contractor shall, if directed by the designated HA representative, respond to the site within 1 work day of being notified that corrections need to be made. All “call-backs” and ensuing additional repair(s) during any guarantee period shall be at “no charge” to the HA, unless an action by the HA, documented by the contractor at the original time of occurrence and delivered to the HA in a timely manner, precluded the contractor from being able to guarantee the original service—in this case the contractor shall be entitled to additional payment for the additional service.

PROPOSAL SUBMITTAL BINDING METHOD

It is preferable and recommended that the proposer bind the proposal submittals in such a manner that HACE can, if needed, remove the binding (i.e. “comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the proposal submittal to its original condition.

PROPOSAL EVALUATION

PROPOSAL OPENING RESULTS

It is understood by all proposers/prospective proposers that the proposals are publicly opened and the results will be a matter of public record. When HACE has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results, HACE shall notify all proposers.

All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.

Evaluation: Each proposal submittal will be evaluated based upon the following information and criteria:

Criteria	Points
Business Profile and Capacity	25
Past Performance/Prior Contracts/References	25
Price (total and by alternatives)	50
Section 3 Bonus	5
Total Score	

EVALUATION PROCESS

INITIAL EVALUATION-RESPONSIVENESS

Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).

EVALUATION-RESPONSIBILITY

HACE shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the proposer's level of responsibility. HACE will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by HACE. All proposals would be evaluated as to their overall value to HACE.

RESTRICTIONS

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer will be excluded from participation on HACE's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a proposer will be excluded from participation on HACE's evaluation panel.

COMPETITIVE RANGE

Once a competitive range is established from the proposals submitted, HACE reserves the right to require Proposers within the competitive range to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.

BURDEN OF PROOF

If requested by HACE, it shall be the responsibility of the proposer(s) to furnish HACE with sufficient data or physical samples, within a specified time, so that HACE may determine if the goods or services offered conform to the specifications.

IRREGULAR PROPOSAL SUBMITTAL

A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at HACE's discretion, be reason for rejection:

If the forms furnished by HACE are not used or are altered or if the proposed costs are not submitted as required and where provided.

If all requested completed attachments do not accompany the proposal submittal.

If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

If the individual cost proposal items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from HACE's cost estimate for that item.

DISQUALIFICATION OF PROPOSERS

Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer and the rejection of his/her proposal:

Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as Proposers or proposers for any future work with HACE until such participant shall have been

reinstated as a qualified bidder or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s). Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources. Unsatisfactory performance record as shown by past work for HACE or with any other local, state or federal agency, judged from the standpoint of workmanship and progress. Incomplete work, which in the judgment of HACE, might hinder or prevent prompt completion of additional work, if awarded.

Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

Failure to comply with any qualification requirements of HACE.

Failure to list all subcontractors (if subcontractors are allowed by HACE) who will be employed by the successful proposer(s) to complete the work of the proposed contract.

As required by the RFP documents, failure of the successful proposer to be properly licensed by the City, County and/or the State of Indiana and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.

Any reason to be determined in good faith, to be in the best interests of HACE.

AWARD OF PROPOSAL(S)

The successful proposer(s) shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process and presentations detailed above and any further negotiations, provided his/her proposal is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of HACE, to the best interests of HACE to accept the proposal after preferences for Section 3 business concerns are considered. HACE reserves the right to award to multiple contractors if it is determined to be in the best interest of HACE.

RIGHT TO PROTEST

RIGHTS

Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

DEFINITION

An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by HACE and wishes HACE to correct the alleged inequitable condition or situation.

ELIGIBILITY

To be eligible to file a protest with HACE pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. recipient of the RFP documents) when the alleged situation occurred. HACE has no obligation to consider a protest filed by any party that does not meet these criteria.

PROCEDURE

Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of HACE's procurement policy. Any protest against a HACE solicitation must be received before the due date for receipt of Proposals or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

DISPUTES UNDER THE CONTRACT

PROCEDURES

In the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFP or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

ADDITIONAL CONSIDERATIONS

REQUIRED PERMITS AND LICENSES

Unless otherwise stated in the RFP documents, all Federal, State or local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either the HACE or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and all offers submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits or licenses.

TAXES

HACE, as a governmental entity, is exempt from Indiana State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

GOVERNMENT STANDARDS

It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

DELIVERY

All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the locations specified within the RFP documents or within the Agreement. All costs in the proposal submittal shall be quoted as FOB Destination, Freight Prepaid and allowed unless otherwise stated in this RFP.

The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful proposer. Upon default, the successful proposer agrees that HACE may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.

WORK ON HACE PROPERTY

If the successful proposer's work under the contract involves operations on HACE premises, the successful proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HACE.

ESTIMATED QUANTITIES

Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. HACE does not guarantee any minimum purchase quantity.

OFFICIAL, AGENT AND EMPLOYEES OF THE HACE NOT PERSONALLY LIABLE

It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HACE in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

SUBCONTRACTORS

Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the HACE. Also, any substitution of subcontractors must be approved in writing by HACE prior to their engagement.

SALARIES AND EXPENSES RELATING TO THE SUCCESSFUL PROPOSERS EMPLOYEES

Unless otherwise stated within the RFP documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

INDEPENDENT CONTRACTOR

Unless otherwise stated within the RFP documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

SEVERABILITY

If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

WAIVER OF BREACH

A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

TIME OF THE ESSENCE

Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and HACE may pursue compensatory and/or liquidated damages under the contract.

LIMITATION OF LIABILITY

In no event shall HACE be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.

INDEMNITY

The Contractor shall indemnify and hold harmless HACE and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HACE. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF HACE.

Contractor shall indemnify and hold harmless HACE, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable. Public/Contracting Statutes. HACE is a governmental entity as that term is defined in the procurement statutes. HACE and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement, as applicable.

TERMINATION

Any contract resulting from this RFP may be terminated under the following conditions: By mutual consent of both parties, and

TERMINATION FOR CAUSE

As detailed within the attached HUD Forms.

HACE may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, or fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from HACE, fails to correct such failures within seven (7) days or such other period as HACE may authorize or require.

Upon receipt of a notice of termination issued from HACE, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by HACE in the notice of termination.

HACE may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

Termination for Convenience:

In the sole discretion of the Contracting Officer, HACE may terminate any and all contracts resulting from this RFP in whole or part upon fourteen days prior notice to the Contractor when it is determined to be in the best interest of HACE.

The rights and remedies of HACE provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, HACE shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to HACE any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

HACE, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this RFP, 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 audits, examinations, excerpts and transcriptions.

Invoicing (If applicable): Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal or best and final offer as accepted by HACE.

Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address.

Contractor(s) must submit a separate invoice for each purchase order issued by HACE unless prior approval is obtained from HACE.

If applicable, HACE may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. HACE may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.

Upon the Award of Contract, Contractor may receive a request from HACE to process all payments electronically to insure prompt and efficient payment of all invoices. Contractor shall invoice HACE within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days HACE reserves the right to not pay the invoice.

If offered by Contractor, HACE seeks a discount for early payment. HACE shall only take such a discount at the discretion of HACE.

INTER-LOCAL PARTICIPATION

HACE may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance HACE's purchasing power. At HACE's sole discretion and option, HACE may inform other Entities that they may acquire items listed in this RFP. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor's acceptance.

In no event shall HACE be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, HACE shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Purchase orders shall be submitted to Contractor by the individual Entity.

HACE shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than HACE.

RIGHT TO DATA AND PATENT RIGHTS

In addition to other ownership & use rights HACE shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractor(s) pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 90923, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

LOBBYING CERTIFICATION

By proposing to do business with HACE or by doing business with HACE, each proposer certifies the following:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.

The successful proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Applicable Statutes, Regulations & Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

Executive Order 11246

Executive Order 11061

Copeland "Anti-Kickback" Act (18 USC 874)

Davis Bacon Act (40 USC 276a-276a-7)

Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)

Contract Work Hours & Safety Standards Act (40 USC 327-330)

Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)

Civil Rights Act of 1964, Title VI (PL 88-352)

Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)

Age Discrimination Act of 1975

Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)

HUD Information Bulletin 909-23

Immigration Reform & Control Act of 1986

Fair Labor Standards Act (29 USC 201, et. Seq.)

ADDITIONAL INFORMATION

Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

CONFLICTING CONDITIONS

In the event there is a conflict between the documents comprising this RFP and any resulting contracts, the Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

CONTRACT FORM

HACE will not execute a contract on the successful proposer's form. Contracts will only be executed on HACE's form. By submitting a proposal, the successful proposer agrees to this condition. However, HACE will consider any contract clauses that the proposer wishes to include therein, but the failure of HACE to include such clauses does not give the successful proposer the right to refuse to execute HACE's contract form. It is the responsibility of each prospective proposer to notify HACE, in writing, with the proposal submittal of any contract clauses that he/she is not willing to include in the final executed contract. HACE will consider such clauses and determine whether or not to amend the Contract.

FORCE MAJEURE

Neither HACE nor Contractor shall be held responsible for delays nor default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, HACE or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

The HACE may award to the company having the highest scored Proposal that is deemed responsible. Multiple awards may be made.

ATTACHMENT A

SCOPE OF WORK

SCOPE OF SERVICES:

Services shall include, but not necessarily be limited to, the following:

Option 1: General Maintenance Services Only

Minor replacement and/or repairs to the building and attached fixtures, including such work related to the floors; windows; window coverings; walls; cabinets; doors; hardware; appliances; plumbing; electrical; etc. The contract award ensuing from this RFP shall NOT be used to retain a contractor to perform any services that would be considered to be construction-related, such as rehab of a fire-damaged unit. All repairs must be of workmanlike manner, as accepted by HUD REAC standard of quality. Advanced electrical work and clogged drains will be referred back to HACE point of contact.

Option 2: Complete General Maintenance/Vacant Unit Preparation Services

Option 1 including:

1. Removal and disposal of items of refuse (papers, trash, garbage, and similar articles).
2. Removal shall also include removals of resident installed wallpaper, nonstandard color paint, etc.
3. Surface preparation to insure adherence of finish coat of paint, stain, or other finish material. If surface is heavily damaged, or missing, replace of materials may be necessary.
4. Application of minimum of one coat of paint, stain, or other finish material.
5. Clean and disinfect light covers, light switch & electrical outlet covers, interior & exterior window glass, window tracks, door & lockset surfaces, register diffusers, air returns, shelving, cabinetry, dryer vents, washing machine connections, furnace & water heater casing, household appliances, kitchen food preparation areas and bathroom fixtures. Select assignments may include remaining window treatments and resin storage sheds.
6. Strip tile flooring and apply 3 coats of wax, with provided supplies.

ATTACHMENT B

PROPOSED RATES

In addition to other information to be submitted by Proposer, unit rates by bedroom size.

General Maintenance Services:

Zero Bedroom Unit:	\$_____per hour/2 business day completion
One Bedroom Unit:	\$_____per hour/2 business day completion
Two Bedroom Unit:	\$_____per hour/3 business day completion
Three Bedroom Unit:	\$_____per hour/3 business day completion
Four Bedroom Unit:	\$_____per hour/4 business day completion
Five Bedroom Unit:	\$_____per hour/4 business day completion

Painting Services:

Zero Bedroom Unit:	\$_____per unit/1 business day completion
One Bedroom Unit:	\$_____per unit/1 business day completion
Two Bedroom Unit:	\$_____per unit/2 business day completion
Three Bedroom Unit:	\$_____per unit/2 business day completion
Four Bedroom Unit:	\$_____per unit/2 business day completion
Five Bedroom Unit:	\$_____per unit/3 business day completion

Cleaning, Tile Stripping & Waxing

Zero Bedroom Unit:	\$_____per unit/2 business day completion
One Bedroom Unit:	\$_____per unit/2 business day completion
Two Bedroom Unit:	\$_____per unit/2 business day completion
Three Bedroom Unit:	\$_____per unit/2 business day completion
Four Bedroom Unit:	\$_____per unit/3 business day completion
Five Bedroom Unit:	\$_____per unit/3 business day completion

I (we) propose to furnish services in accordance with the terms, conditions, and specifications embodied herein, all of which terms, conditions and specifications are hereby accepted and made a part of this proposal which are described on the proposal sheet herein and opposite of which prices have been entered, at the price or prices quoted. It is further understood and agreed that the present price in this proposal shall remain open and valid for sixty (60) days, and this proposal shall constitute an offer which, when accepted by the HACE, and subject to the terms and conditions of such acceptance, shall constitute a valid and binding contract between the undersigned and contractor and HACE.

Date:

By:

(Typed Signature)

(Title)

(Handwritten Signature)

(Business Address)

(Company Name)

(Business Phone/Fax)

Seal if Bid is by a Corporation

(To Be Completed and Signed By Contractor)

ATTACHMENT C
HUD 5369-B

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:]

ATTACHMENT D
HUD FORM 5370-C PART 1 AND 2

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – 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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

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

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

5. Disputes concerning labor standards

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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

(c) Withholding for unpaid wages and liquidated damages.

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Typed or Printed Name

Title

Signature & Date

ATTACHMENT E
HUD MAINTENANCE WAGE RATES

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
Agency Name: Elkhart HA 1396 Benaham Ave Elkhart IN 46516	LR 2000 Agency ID No: IN026A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
Effective Date: April 1, 2019		Expiration Date: March 31, 2021
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Loretta Szweduik, CIRS HUD Labor Relations (Name, Title, Signature) </div> <div style="width: 45%; text-align: center;"> 3-9-19 Date </div> </div>		
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Maintenance Supervisor HVAC General Maintenance Hi-Rise Custodian Groundskeeper Office Custodian Painter	\$15.38 \$14.00 \$13.00 \$10.50 \$10.31 \$10.00 \$11.00	As defined by the HA As defined by the HA As defined by the HA As defined by the HA As defined by the HA As defined by the HA As defined by the HA
		<input checked="" type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> <div style="text-align: center;"> LR Staff Initial </div>
		FOR HUD USE ONLY LR2000: Log in: Log out:

ATTACHMENT F
SECTION 3 PREFERENCE EXPLANATION

Request for Proposal

Section 3 Business Preference Explanation (Attachement)

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

2.0 What is Section 3?

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

2.2 The requirements pertaining to Section 3 apply only to purchases and contracts the EHA completes for work--the requirements of Section 3 DO NOT apply to purchases or contracts the EHA completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."

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

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

3.1 A "Section 3 resident" is:

3.1.1 a public housing resident of the EHA; or

3.1.2 a low- or very low-income resident of Elkhart County, IN.

3.1.2.1 Low- and very low-income (Section 3) within Elkhart County, IN, is defined as residents within the following income levels for FY 2016 (Median Income = \$52,300):
[Table No. 1]

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$20,000	\$22,850	\$25,700	\$28,550	\$30,850	\$33,150	\$35,450	\$37,700
Extremely Low (30%)	\$12,050	\$16,020	\$20,160	\$24,300	\$28,440	\$32,580	\$35,450	\$37,700
Low (80%)	\$32,000	\$36,600	\$41,150	\$45,700	\$49,400	\$53,050	\$56,700	\$60,350

Income Limit figures are based on FY2016 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please see our associated FY2016 FMR documentation.

Request for Proposal

Section 3 Business Preference Explanation (Attachement)

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

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

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

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

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

5.0 Is participation in Section 3 optional?

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

5.2 In response to a competitive solicitation (quotes; bids; RFP's), bidders and proposers are not required to respond to the EHA with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the bidder or proposer to be deemed non-responsive); however, if a bidder or proposer does claim a Preference, then the EHA will consider, investigate, and determine the validity of each such claim for a Preference.

5.3 Regardless of whether or not a bidder or proposer claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

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

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

6.1.1 If the contractor wishes, he/she may claim a Preference during the competitive solicitation process (please see Attachment D, most specifically Section 2.0 thereon).

6.1.1.1 Pertaining to Quotations for Small Purchases (QSP's), the EHA will give a Preference of 10% to any quoter deemed to be eligible to receive such Preference ("deemed," based on information the quoter submits in response to the QSP issued). This means that for a quoter deemed eligible to receive a Preference, though he/she, for

Request for Proposal

Section 3 Business Preference Explanation (Attachement)

example, submits a quote of \$10,000, such quote will be considered by the EHA to be \$9,000 (10% less), even though, if awarded, the EHA will pay the quoter the full \$10,000 originally quoted.

6.1.1.2 Pertaining to Invitations For Bids (IFB's), the EHA will give a Preference based upon the following:

[Table No. 2]

	Preference = lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000 but less than \$1,000,000	5% of that bid, or \$40,000
At least \$1,000,000 but less than \$2,000,000	4% of that bid, or \$60,000
At least \$2,000,000 but less than \$4,000,000	3% of that bid, or \$80,000
At least \$4,000,000 but less than \$7,000,000	2% of that bid, or \$105,000
\$7,000,000 or more	1 1/2% of lowest responsive bid, with no dollar limit

6.1.1.3 Pertaining to Request For Proposals (RFP's) and Request For Qualifications (RFP/QBS), the EHA will give a Preference based upon the following:

[Table No. 3]

MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the

Request for Proposal

Section 3 Business Preference Explanation (Attachement)

		date of first employment with the business concern, were residents of the Section 3-covered housing development.
11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7 points		Priority V, Category 3: Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
15 points		Maximum Available Preference Points (Additional)

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

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Section 3 Business Preference Explanation (Attachement)

- 7.0 Be aware that, as detailed within §138.38, the following Section 3 Clause will be a part of every applicable contract the EHA executes, and when a contractor executes the contract he/she is thereby agreeing to comply with the following:

SECTION 3 CLAUSE

- A. The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or

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Section 3 Business Preference Explanation (Attachement)

loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 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.**

- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Action (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).**

ATTACHMENT G
SECTION 3 PLAN

Request for Proposal

Section 3 Plan

Contract No. _____ Contractor: _____

This Section 3 Plan pertaining to the above noted contract is hereby formulated to meet the standards detailed within 24 CFR 135; most specifically within Section 135.1, to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, . . . be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing . . ."

Part 1.0 - Current Status as a Section 3 Business Concern

We hereby complete the following to verify our firm's current status as a "section 3 business concern" (as detailed within 24 CFR 135.5):

1.1 Yes__ No__: Our firm is "51 percent or more owned by section 3 residents." If "Yes," we hereby submit the following noted documentation to verify this claim; if "No," proceed directly to the following Section 1.2.

- 1.1.1 ___ Housing Authority resident lease;
- 1.1.2 ___ Evidence of participation in a public assistance program;
- 1.1.3 ___ Articles of Incorporation;
- 1.1.4 ___ Fictitious or Assumed Business Name Certificate;
- 1.1.5 ___ List of owners/stockholders and % of each;
- 1.1.6 ___ Latest Board minutes appointing officers;
- 1.1.7 ___ Organization chart with names and titles and brief functional statement;
- 1.1.8 ___ Partnership Agreement;
- 1.1.9 ___ Corporation Annual Report.

1.2 Yes__ No__: Our firm's "permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents." If "Yes," to justify this claim we hereby submit the following documentation within Table No. 2; if "No," proceed directly to the following Section 1.3.

3.1.2.1 Low- and very low-income (Section 3) within Elkhart County, IN, is defined as residents within the following income levels for FY 2016 (Median Income = \$52,300):

[Table No. 1]

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$20,000	\$22,850	\$25,700	\$28,550	\$30,850	\$33,150	\$35,450	\$37,700
Extremely Low (30%)	\$12,050	\$16,020	\$20,160	\$24,300	\$28,440	\$32,580	\$35,450	\$37,700
Low (80%)	\$32,000	\$36,600	\$41,150	\$45,700	\$49,400	\$53,050	\$56,700	\$60,350

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Section 3 Plan

Contract No. _____ Contractor: _____

Income Limit figures are based on FY2016 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please see our associated FY2016 FMR documentation.

[Table No. 2]

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

1.2.1 If there are quantities entered within the above Table No. 1, we hereby attach a listing of all employees listed within column (3), including each person's name, total annual income, and a copy of a tax return for each justifying the section 3 (low or very-low income) claim.

1.3 Yes__ No__: We hereby provide "evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

[Table No. 3]

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

1.3.1 Attach fully executed copies of any contracts noted above.

Request for Proposal

Section 3 Plan

Contract No. _____ Contractor: _____

- 1.4 INSTRUCTIONS FROM THE EHA:** If your firm is unable to claim Section 3 status as detailed within this Part 1.0, please move on to and complete the information within the following Part 2.0.

Part 2.0 - Additional Efforts to Satisfy the Requirements of Section 3

- 2.1** Whereas the answer to each of the preceding issues within Part 1.0 is "No," we hereby verify as to each of the following "Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents" detailed within Appendix I of 24 CFR 135; specifically, in each case our firm (for each item marked "Will," attach a full narrative description of the work plan detailed how the noted commitment will be accomplished):

- 2.1.1** Will__ Will Not__: Enter into "first source" hiring agreements with organizations representing Section 3 residents.
- 2.1.2** Will__ Will Not__: Sponsor a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 2.1.3** Will__ Will Not__: Establish training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 2.1.4** Will__ Will Not__: Advertise the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
- 2.1.5** Will__ Will Not__: Advertise the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- 2.1.6** Will__ Will Not__: Contact resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside,

Request for Proposal

Section 3 Plan

Contract No. _____ Contractor: _____

and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

- 2.1.7 Will__ Will Not__: Sponsor (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 2.1.8 Will__ Will Not__: Arrange assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- 2.1.9 Will__ Will Not__: Arrange for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 2.1.10 Will__ Will Not__: Conduct job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 2.1.11 Will__ Will Not__: Contact agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- 2.1.12 Will__ Will Not__: Consult with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- 2.1.13 Will__ Will Not__: Advertise the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 2.1.14 Will__ Will Not__: Employ a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

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Section 3 Plan

Contract No. _____ Contractor: _____

- 2.1.15 Will__ Will Not__: For an HA, employ section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as “force account labor” in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)
- 2.1.16 Will__ Will Not__: Where there are more qualified section 3 residents than there are positions to be filled, maintain a file of eligible qualified section 3 residents for future employment positions.
- 2.1.17 Will__ Will Not__: Undertake job counseling, education and related programs in association with local educational institutions.
- 2.1.18 Will__ Will Not__: Undertake such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 2.1.19: Will__ Will Not__: After selection of bidders but prior to execution of contracts, incorporate into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- 2.1.20 Will__ Will Not__: Coordinate plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

- 2.2 **INSTRUCTIONS FROM THE EHA:** If your firm is unable to satisfy the requirements of Section 3 as detailed within this Part 2.0, please move on to and complete the information within the following Part 3.0.

Part 3.0 - Potential Hiring Efforts to Satisfy the Requirements of Section 3

- 3.1 Though our firm has a desire to satisfy the requirements of Section 3, we are unable to do so as detailed within the previous Part 1.0 or Part 2.0. Accordingly, we hereby agree to satisfy the requirements of Section 3 by one or both of the following methods:

- 3.1.1 **SECTION 3 HIRE GOALS:** As a result of receiving award of this contract, our firm will need to hire additional employees and we hereby commit to the following number of Section 3 New Hires:

Request for Proposal

Section 3 Plan

Contract No. _____ Contractor: _____

[Table No. 4]

(1)	(2)	(3)	(4)
Classification	Total Number of Current Permanent Employees	Total Number of New Hires that will result from award of this contract	Goal: Total Number of Section 3 New Hires that the contractor anticipates will result from award of this contract
Trainees			
Apprentices			
Journeypersons			
Laborers			
Supervisory			
Superintendent			
Professional			
Clerical			
Other:			

3.1.2 INSTRUCTIONS FROM THE EHA: If your firm is unable to satisfy the requirements of Section 3 as detailed within the immediate preceding Part 3.1.1, please move on to and complete the information within the immediate following Part 3.1.3.

3.1.3 INTERVIEWING AND POTENTIAL HIRING OF EHA RESIDENTS: Our firm hereby agrees to, as a part of our new hire process for any open positions at any time during the period of time this contract is in effect, if our firm hires any new employees (for any position), we will:

3.1.3.1 Review the EHA's listing of EHA resident(s) who have registered, thereby declaring his/her desire to interview and accept a job;

3.1.3.2 In the same manner that we do with other applicants, conduct an interview with such resident(s) who have claimed experience within a certain skill set or field and have expressed a desire to interview; and

3.1.3.3 If, as a result of the interview and any applicable testing or checking that our firm conducts for all persons interviewing, the resident(s) qualifies for the position and passes all such testing (e.g. skills test; drug tests; credit checks; background check; etc.), we hereby agree to offer the position to the EHA resident.

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Section 3 Plan

Contract No. _____ Contractor: _____

3.1.3.4 Our firm hereby agrees that all EHA resident(s) will, during the interview process, be treated equal to and in the same manner as, any non-resident person who interviews with our firm.

3.1.3.4.1 NOTE: Our firm shall have no responsibility to hire any resident who does not, as a result of the aforementioned testing and checks, qualify for the position, though the contractor will, as detailed following, be required to report to the EHA the results of such testing and checks, and fully inform the EHA as to why the resident(s) were not hired.

3.1.3.5 Further, we hereby agree to inform the EHA in writing of the following within 5 days after a new employee has been hired, including the following information:

3.1.3.5.1 The position title;

3.1.3.5.2 The name of the person hired;

3.1.3.5.3 The date the EHA listing of EHA resident(s) desiring interviews were reviewed by the contractor;

3.1.3.5.4 The name(s) of the EHA resident(s) that the contractor contacted for an interview and the date, time, and method that such contact took place;

3.1.3.5.5 The results of the contact (specifically, did or did not the interview take place; if so, when--if not, why);

3.1.3.5.6 Pertaining to any EHA resident(s) who were not hired, the results of any tests and checking that the contractor completed (especially any such results that prevented the resident(s) from being offered the position).

AGREED TO AND COMPLETED BY (Contractor):

Signature

Date

Printed Name

Title

ATTACHMENT H
SECTION 3 SUBMITTAL FORM

Request for Proposal

Section 3 Business Preference Submittal Form

- 1.0 Introduction:** This form must be fully completed, accompanied by all required attachments, for any bidder/proposer claiming a Section 3 Business Preference (hereinafter, "Preference").
- 1.1** This fully completed form and any attachments thereto, will become a part of any ensuing contract.
- 1.2** Each bidder/proposer shall mark an "X" where provided following for all that apply to his/her claim of a Preference.
- 1.3** The bidder/proposer shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "denoted effort" or "claim" will be accomplished). Failure on the part of the bidder/proposer to include any such required attachment fully explaining the claim of the bidder/proposer shall result in the EHA not considering the claim for a Preference (though the EHA will, if awarded, later require the bidder/proposer to submit the information to satisfy the Section 3 requirements of the ensuing contract).
- 1.4** Please note that, even if a bidder/proposer does not complete and submit this form claiming a Preference, the EHA may require this form to be completed by the successful bidder/proposer as an attachment to the ensuing contract to document the Section 3 Plan required for the ensuing contract.
- 2.0 Current Section 3 Status:** The undersigned bidder/proposer hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the bidder/proposer has attached justifying documentation for each item following marked with an "X"):
- 2.1** ____ It is 51% or more owned by a Section 3 resident:
- 2.1.1** ____ EHA resident lease;
- 2.1.2** ____ Evidence of participation in a public assistance program;
- 2.1.3** ____ Articles of Incorporation;
- 2.1.4** ____ Fictitious or Assumed Business Name Certificate;
- 2.1.5** ____ List of owners/stockholders and % of each;
- 2.1.6** ____ Latest Board minutes appointing officers;
- 2.1.7** ____ Organization chart with names and titles and brief functional statement;
- 2.1.8** ____ Partnership Agreement;
- 2.1.9** ____ Corporation Annual Report.
- 2.2** ____ At least 30% of its full time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

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Section 3 Business Preference Submittal Form

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

[Table No. 1]

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

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income.

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

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

[Table No. 2]

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

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

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Section 3 Business Preference Submittal Form

- 3.0 Section 3 Preference Claim, Training and Employment Opportunities:** The undersigned bidder/proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to:
- 3.1** ___ Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);
 - 3.2** ___ Residents of other housing developments managed by the EHA that is expending the section 3 covered housing assistance (category 2 residents);
 - 3.3** ___ Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);
 - 3.4** ___ Other section 3 residents.
- 4.0 Section 3 Preference Claim, Section 3 Business Concerns:** The undersigned bidder/proposer hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:
- 4.1** ___ Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);
 - 4.2** ___ Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the EHA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or
 - 4.3** ___ HUD Youthbuild programs being carried out in the metropolitan area (or Nonmetropolitan County) in which the section 3 covered assistance is expended (category 3 businesses).
 - 4.4** ___ Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

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Section 3 Business Preference Submittal Form

5.0 As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an "X" the highest claimed Priority only.)

[Table No. 3]

PRIORITY CLAIMED (Mark "X")	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
	15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
	13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
	11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
	9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
	7 points		Priority V, Category 3: Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
	5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
	3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

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Section 3 Business Preference Submittal Form

- 6.0** As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, denote the "efforts" your firm hereby formally commits to implement if you are awarded a contract:
- 6.1** ___ Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- 6.2** ___ Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 6.3** ___ Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 6.4** ___ Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
- 6.5** ___ Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- 6.6** ___ Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 6.7** ___ Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an EHA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 6.8** ___ Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- 6.9** ___ Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job

Section 3 Business Preference Submittal Form

applications may be delivered to and collected by a recipient or contractor representative or representatives.

- 6.10 ___ Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 6.11 ___ Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the EHA's or contractor's training and employment positions.
- 6.12 ___ Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the EHA's or contractor's training and employment positions.
- 6.13 ___ Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 6.14 ___ Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the EHA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the EHA or contractor intends to fill.
- 6.15 ___ For an EHA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 6.16 ___ Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 6.17 ___ Undertaking job counseling, education and related programs in association with local educational institutions.
- 6.18 ___ Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 6.19 ___ After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- 6.20 ___ Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

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Section 3 Business Preference Submittal Form

- 7.0** As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, denote following the "efforts" your firm hereby formally commits to implement if you are awarded a contract:
- 7.1** ___ Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- 7.2** ___ In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 7.3** ___ Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.
- 7.4** ___ Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the EHA.
- 7.5** ___ For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- 7.6** ___ Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.
- 7.7** ___ Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 7.8** ___ Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- 7.9** ___ Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 7.10** ___ Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 7.11** ___ Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

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Section 3 Business Preference Submittal Form

- 7.12 ___ Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 7.13 ___ Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- 7.14 ___ Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 7.15 ___ Developing a list of eligible section 3 business concerns.
- 7.16 ___ For HAs, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.
- 7.17 ___ Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 7.18 ___ Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 7.19 ___ Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 7.20 ___ Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 7.21 ___ Actively supporting joint ventures with section 3 business concerns.
- 7.22 ___ Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

8.0 The undersigned bidder/proposer hereby declares:

- 8.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.
- 8.2 He/she is aware that if the EHA discovers that any such information is not true and accurate, such shall allow the EHA to:
 - 8.2.1 NOT award the bidder/proposer a Preference; and
 - 8.2.2 If the EHA deems such is warranted (e.g. in the case of submitting information the bidder/proposer knows to be untrue), declare such bidder/proposer to be nonresponsive and not allow the bidder/proposer to receive an award.

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Section 3 Business Preference Submittal Form

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

Signature

Date

Printed Name

Company

ATTACHMENT I
HUD 50070-CERTIFICATION OF DRUG FREE WORKPLACE

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X