

REQUEST FOR PROPOSAL

(RFP)

RFP NAME: CONSTRUCTION MANAGEMENT SERVICE AND OTHER CONSULTING SERVICES

RFP NUMBER: MHA- 2023 - 02 -23

ISSUE DATE : FEBRUARY 23 , 2023

PROPOSALS DUE : MARCH 9 , 2023 AT 2 :00 P.M.

COMPANY INFORMATION :

CITY OF LITTLE ROCK HOUSING AUTHORITY D/B/A
METROPOLITAN HOUSING ALLIANCE
100 S. ARCH STREET
LITTLE ROCK, AR 72201
PHONE (501) 340- 4821

TECHNICAL SUPPORT CONTACT :

MA' KIYA ROSE
EXECUTIVE ADMINISTRATOR
EMAIL: MKROSE1@MHAPHA.ORG
WEBSITE LINK: [HTTP://LRHOUSING.ORG/BID-OPPORTUNITIES/](http://LRHOUSING.ORG/BID-OPPORTUNITIES/)



Request for Proposal (RFP) Construction Management Services

The Little Rock Housing Authority D/B/A Metropolitan Housing Alliance “MHA” requests the submission of written proposals from construction industry related firms to provide Construction Management Services for MHA. This service will cover the construction oversight for the MHA Redevelopment in the Rock Initiative in conjunction with the RAD conversion and rehabilitation of Madison Heights Phase I, Madison Heights Phase II, the Homes of Granite Mountain, Sunset Terrace, Central and Stephens developments. **All proposals will be accepted until 2:00 p.m. (CST) Thursday, March 9, 2023.** You may submit your proposal via mail or hand delivery at LRHA, 100 South Arch Street, Little Rock, Arkansas, 72201, ATTN: M. Rose. Responses may also be emailed to mrose1@mhapha.org and the subject line must read “RFP Response for Construction Management Services”.

This Request for Proposal contains specific submission requirements, anticipated scope and period of services requirements, as well as terms, conditions and other pertinent information for submitting a proposal for this service. The MHA office hours are Monday through Friday 8:00 a.m. to 5:30 p.m. (CST). A free copy of the RFP document can be obtained starting Thursday, February 23, 2023, by the following:

1. Visit MHA website at <http://lrhousing.org/> ;
2. Email your request to mrose1@mhapha.org; your subject line must read “RFP” for Construction Management
3. Mail or hand deliver your proposal to: [100 South Arch Street, Little Rock, AR, 72201, ATTN: M.Rose](#)

The following schedule will be applicable for this Request for Proposals:

Advertise for Request for Proposals:	February 23, 2023
Pre-bid Meeting /Training Session:	No Pre-Bid Meeting
Submittal Due Date:	March 9, 2023 no later than 2:00 p.m. (CST)

Where appropriate, the bidder must comply with Executive Order 11246, Federal Labor Standards, Equal Opportunity requirements, and related program requirements as detailed in the RFP/Contract Documents.

Late submissions will not be accepted. MHA and its affiliated entities reserve the right to select more than one firm and reject any and all submissions and request.

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT AGENCY AND OTHER CONSULTING SERVICES

1. INTRODUCTION

The Housing Authority of the City of Little Rock (LRHA), Arkansas dba Metropolitan Housing Alliance (MHA) is seeking statements of qualifications from qualified firms to provide Construction Management and other Consulting Services on projects managed by MHA, its partner and/or the co-managing member Central Arkansas Housing Corporation (CAHC) and/or MHA affiliates associated herein. The selected firm or firms will provide these services in accordance with the guidelines, standards, and limitations contained in the Scope of Services.

2. BACKGROUND

The LRHA dba MHA was formed in 1941. It is the fourth oldest and largest housing authority in the state of Arkansas and has a long history of accomplishments and service to the Capital City and its Communities.

MHA prides itself on administering federal subsidized housing and housing assistance to low-income persons and families within the city of Little Rock, Arkansas. MHA is a public body exercising exclusively public and essential government functions, and having all the powers necessary and/or convenient to carry out and effectuate the purposes and provisions of the Housing Authorities Act.

MHA is governed by a five-member Board of Commissioners which establishes goals, approves policy and budgets, and provides daily direction to the MHA Executives.

The Authority has 27 employees, total of 248 traditional public housing units, 27 NSP II Units, 50 SRO's and 651 Project Based Vouchers. MHA has an Annual Contributions Contract (ACC) authorization to administer 2,913 Section 8 Housing Choice Vouchers including Veterans Affairs Supportive Housing (VASH) vouchers. Combined MHA provides housing assistance through its various housing programs to some 8,000 individuals.

3. SCOPE OF SERVICES

3.1 Construction Management Services:

Programming & Pre-Construction

- a. Conceptual Planning and Feasibility Analysis
- b. Engage and Coordinate with Regulatory Authorities
- c. Cost Estimating and Budgeting
- d. Constructability Review and Value Engineering
- e. Special Considerations and Key Issue Development
- f. Coordination/Liaison with Owner's Designated Design Team and Consulting Entities to maintain project schedule and budget.
- g. Facilitate Communication between all interested and involved parties
- h. Document Management/Control and Reporting

Construction Administration/Management

- a. Design Change Management and Reporting
- b. Schedule Tracking and Construction Progress Reporting
- c. Compliance Inspections and Progress Reporting
- d. Conflict Resolution and Problem Solving
- e. Quality Control
- f. Document Control

Closeout/Commissioning

- a. Quality Assurance
- b. Punch list coordination
- c. Collection and Distribution of Closeout Documents

Claims Management and Dispute Resolution

- a. Claim Avoidance and Resolution

3.2 Section 3 Related Activity Engagement and Monitoring:

- a. Provide the Professional services as it relates to field management, partnerships and training as it pertains to engaging the Arkansas Division of Workforce Services, Youthbuild Program and homeless coalitions.
- b. Train and provide comprehensive workforce assistance, education resources and activity engagement reports for all including and not limited to; HUD Public Housing Residents, Individuals who reside in the metropolitan area person(s) who do not exceed 80% of the median income.
- c. Aid the agency at meeting Section 3 participation goals for maintaining at minimum to the greatest extent feasible requirements as per the MHA Section 3 Policy:
 - a. Thirty percent (30%) of the aggregate number of new hires shall be Section 3 residents
 - b. Ten percent (10%) of all covered construction contracts shall be awarded to Section 3 business concerns; and,
 - c. Three percent (3%) of all covered non-construction contracts shall be awarded to Section 3 business concerns
- d. Provide Section 3 Compliance updates as per the MHA guideline and in accordance to the Section 3 HUD Form 60002.

4. CONSULTANT QUALIFICATIONS

The MHA will evaluate the proposals submitted, and select the most qualified Consultant or consultants. The proposals will be evaluated based upon several factors. These factors include the format, organization, and presentation of the proposal, qualification and experience of the project staff, and the experience in the processes and the procedures of the applicable regulations. The MHA will consider the following factors:

- a. Completeness of the Proposals
- b. A brief profile of the firm's organization and history including the year the firm was established and the number of years the firm has been in business
- c. Project understanding, scope, and approach to provide services efficiently
- d. Experience and qualifications of the firm and project team members
- e. For each Housing Authority or public agency, provide the name of the entity, dates of the engagement, summary of services provided, and the contact name of the individual responsible for overseeing the work of the firm.
- f. Practical and educational experience in the real estate development process.
- g. Team Approach - Indicate your firm's approach to providing the services elements.
- h. Principal of firm must have experience in testifying in federal courts in condemnation cases.
- i. The firm must show personnel with experience having had success in working with minority tenants and tenant relocation projects.
- j. Responsiveness to MHA goals for Section 3 and MWBE participation.
- k. Physical Presence - Community contact, interaction with local governmental authorities having jurisdiction, and other requirements of the scope of services will require the firm's physical presence.

5. CONSULTANT SELECTION PROCEDURE AND CRITERIA

Selection by MHA will be based upon the following scoring criteria:

Scoring Criteria	Max Points
Experience: Comparable, demonstrated experience of the team in providing On-Site Construction Program Management and Consulting services for housing developments and rehabilitation projects.	40
Team Composition: Experience of the team, previous successful projects with the proposed team members. Provide resumes of key individuals. Identify staff to be assigned and certify immediate availability for the requested services.	10
Compatibility and experience with General Contractors and Owner Teams: Previous successful work with Design Teams, General Contractors, and Owners. Fostering a team-based approach to Project Management, Construction Administration, and Consulting services.	30
Staffing Plan. Provide a staffing plan for completion of the work	20
Total	100

6. SUBMITTAL REQUIREMENTS

Firms wishing to respond to this RFP must respond as indicated in these instructions and requirements. The nature and form of response is at the responder’s discretion. The following information is required:

- a. Cover letter with name, title, address, telephone number, fax number, and email address of the person whom correspondence should be directed.
- b. Table of contents outlining sections addressing the criteria in Section 5 of this RFP which will be divided by numbers or labels.
- c. Attachment A, HUD required disclosure forms and the Non-Collusion Affidavit, Representation of Bidders, Full Disclosure Statement and Section 3 Policy must also be completed and submitted with response.
- d. One (1) electronic copy only
- e. No late submissions.
- f. Schedule of Events:
 - Issue RFPFebruary 23, 2023
 - All Questions & Clarifications Submitted March 2, 2023
 - Submittal DeadlineMarch 9, 2023 by 2:00 CST

FULL DISCLOSURE STATEMENT

COMPANY NAME: _____

1. Each officer or principal is to submit this Disclosure Statement, notarized (if a financial or personal interest exists, vendors are required to make a Full Disclosure and should not submit this statement).
2. If a financial or personal interest exists between the principals, officers, directors and employees of the vendor or any of their immediate family members and employees, officers and commissioners of the Metropolitan Housing Alliance and their immediate family members full disclosure is required.

The undersigned certifies that, I, nor any members of my immediate family does not now and has not for the proceeding two years, had any interest, whatsoever, whether direct or indirect in the MHA or any of its members or officials including but not limited to the following:

- 1) Financial or business interests – meaning any interest which yields or has the potential of yielding directly a monetary or other material gain or benefit with any employees, officers and commissioners of MHA and members of their immediate families.
- 2) Personal interest – meaning any interest arising from blood or marriage or from close business association, notwithstanding whether any financial interest is involved with any employees, officers and commissioners of MHA and members of their immediate families.
- 3) Employment or services rendered as a member, official or officer of MHA.

Sole Proprietorships

Partnerships

Corporations

Owner Date

Partner Date

President Date

Partner Date

Vice President Date

Partner Date

Secretary Date

Notary Date

My Commission Expires: _____

Vendors having a financial or personal interest as described above shall make immediate, full and complete disclosure in writing to the Executive Director and/or Board Liaison of the MHA. All full disclosures must be presented on Vendor’s letterhead, notarized and signed by the individual making the disclosure.

WARNING

All information is to be true and accurate. False, misleading statements or failure to provide information will disqualify vendor or contractor from bid. MHA reserves the right, based on the information provided, to determine if a conflict of interest is real or apparent and whether or not a vendor or contractor is qualified to be participating in the bidding process.

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, BEING FIRST DULY SWORN, DEPOSES, AND SAYS:

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

Contractor

Signature and Title

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

Notary Public

My Commission Expires _____, 20_____.

Affix Seal

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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 (mm/dd/yyyy)

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 Federalagency 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	

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

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

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

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – 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;

(1) The classification is utilized in the area by the industry; and

(2) The proposed wage rate bears a reasonable relationship to the wage rates contained in the

wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

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

2. Withholding of funds

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

3. Records

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

- (i) Name, address and Social Security Number;
- (ii) Correct work classification or classifications;
- (iii) Hourly rate or rates of monetary wages paid;
- (iv) Rate or rates of any fringe benefits provided;
- (v) Number of daily and weekly hours worked;
- (vi) Gross wages earned;
- (vii) Any deductions made; and
- (viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

- (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

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

(ii) 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

(ii)

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

(iii)

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.

Instructions to Offerors Non-Construction

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

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-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.

Previous edition is obsolete

page 1 of 2

form **HUD-5369-8** (8/93)
ref. Handbook 7460.8

(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 an 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:]

MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

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

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

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

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

Procurement of Recovered Materials

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

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

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

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

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

Liens

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



SECTION 3 POLICIES AND PROCEDURES
&
SECTION 3 ACTION PLAN

Effective Date: August 21, 2014

Resolution No: _____

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METROPOLITAN HOUSING ALLIANCE

SECTION 3 POLICIES AND PROCEDURES

I. SECTION 3 POLICIES AND PROCEDURES DOCUMENT

Metropolitan Housing Alliance (MHA) has developed this document to identify the applicability of the provisions of 24 CFR Part 135, and actions that will be implemented to ensure compliance with the requirements of Section 3. The intent is to provide information and guidance to residents, developers, general contractors, subcontractors and community leaders regarding MHA's administration of Section 3 regulations. This document is not meant to be a comprehensive narrative of the Section 3 Act; rather it focuses on the requirements imposed on vendors receiving Section 3 funds. MHA staff will make every effort to ensure that all vendors receiving Section 3 funds through the award of a Community development contract are apprised of the requirements, its responsibilities, and obligations under the Section 3 Act.

II. PURPOSE OF SECTION 3

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons or business concerns residing in the community where the project is located.

Income Limits 2014

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$33,700	\$38,500	\$43,300	\$48,100	\$51,950	\$55,800	\$59,650	\$63,500

MHA is committed to helping the residents of its communities achieve their goal of self-sufficiency by providing opportunities for training and employment. It is the policy of MHA to utilize Section 3 residents and business concerns in applicable contracts partially or wholly funded with monies from HUD to further the creation of opportunities for economic inclusion of all residents and businesses in MHA .

III. ACTIVITIES COVERED BY SECTION 3

Section 3 covers federal funding expended for housing rehabilitation, demolition, housing construction, or other public construction projects.

- A. Dollar Threshold for direct recipient of HUD funds -** MHA is required to comply with Section 3 regulations if it is awarded HUD grant funds in excess of **\$200,000**, when the funds are used in conjunction with Section 3 covered activities.

B. Dollar Threshold for Developers/Contractors/Subcontractors

Any recipient awarded a contract through MHA (or one of its sub-grantees) that is equal to or greater than \$50,000 is required to comply with Section 3 regulations.

IV. SECTION 3 GOALS

MHA has adopted the goals listed below for hiring Section 3 residents and contracting with Section 3 business concerns. These goals are used to determine compliance with Section 3 regulations and apply to MHA as the direct recipient, sub-grantees, developers, and contractors (as applicable). The goals are further discussed in Section VI and can be referenced in 24 CFR 135.30.

Hiring Goal

- a) Thirty percent (30%) of the aggregate number of new hires shall be Section 3 residents

Contracting Goals

- b) Ten percent (10%) of all covered construction contracts shall be awarded to Section 3 business concerns; and,
- c) Three percent (3%) of all covered non-construction contracts shall be awarded to Section 3 business concerns

V. SECTION 3 PROCUREMENT, PREFERENCES, AND CERTIFICATION

Section 3 Business Concern Procurement and Preferences

MHA has incorporated Section 3 in its procurement policy (see Appendix II) generated for use with HUD funding. The procurement policy provides information concerning the specific procedures that must be followed by MHA and its sub-grantees or developers for implementing Section 3 contracting preferences for each type of procurement method. The preferences in the procurement policy describe the conditions in which Section 3 Business Concerns may be awarded contracts over other qualified sources and also includes preferences that describe conditions in which Section 3 Business Concerns may be awarded contracts over other qualified Section 3 Business Concerns.

Section 3 Resident Preferences

The preferences listed below apply to MHA, sub-grantees and developers and describe the conditions in which Section 3 residents may be awarded employment and training opportunities over other qualified Section 3 residents.

Covered recipients seeking new hires must provide preference to certified Section 3 residents in the following manner:

- a) Section 3 Residents who reside in the service area or neighborhood in which the Section 3 covered project is located
- b) Section 3 Residents who participate in the DOL Workforce Services/ YouthBuild program that is being carried out in the project area
- c) Other Section 3 Residents in the Metropolitan Statistical Area (refer to Appendix I for the definition of a Section 3 resident)

The developer/contractor is responsible for providing documentation of its inability to find Section 3 residents under this preference structure.

Certification

A. Section 3 Business Concern Self-Certification

All businesses seeking Section 3 preference in contracting opportunities may apply to MHA for certification as a Section 3 business concern at (or before) the time of submission of bids. However, Section 3 preference cannot be given until Section 3 status is verified. Any business concern that submits certification for preference after receipt of bid will not be considered eligible for Section 3 preference in the evaluation of the specific bid award. Businesses seeking Section 3 preference must fill out the certification form (see page 22); certification is valid for a period of three (3) years. The certification form must be attached to the bid packet and submitted along with the bid.

B. Section 3 Resident Self-Certification

All persons seeking Section 3 preference in training and employment opportunities must apply to MHA for certification as a Section 3 resident. The Section 3 resident certification form is attached to this document and is located on page 23; certification is valid for a period of three (3) years.

VI. SECTION 3 OBLIGATIONS AND RESPONSIBILITIES

MHA/Sub-grantee Obligations and Responsibilities

Since MHA is a direct recipient of HUD funding for Section 3 covered projects in excess of \$200,000, it is subject to Section 3 requirements for the eligible activities listed in Section III. MHA's sub-grantees (city/village/township recipients) will assume the responsibilities of MHA in situations where they directly implement and carry out the Section 3 covered project. The following list of items describes the obligations and responsibilities of MHA/sub-grantee with regards to complying with Section 3 regulations.

1) Meet Section 3 Goals

Since MHA is the recipient of over \$200,000 of Section 3 covered assistance, it must, to the greatest extent feasible, attempt to meet the hiring and contracting goals identified in Section IV. As stated above, this responsibility is shared with MHA's sub-grantees in situations where they directly carry out a Section 3 covered project. MHA/sub-grantee is also responsible for ensuring compliance with the requirements of Section 3 in its own operations, and those of covered contractors.

If MHA or its sub-grantees have the need to contract with a developer or contractor to carry out Section 3 covered work, it must direct these opportunities to Section 3 Business Concerns. It is MHA's preference to contract directly with a Section 3 Business Concern according to the procurement procedures and preferences listed in Appendix II. If it is not possible to contract directly with a Section 3 Business Concern, it is MHA's preference to contract with businesses that subcontract to Section 3 Business Concerns.

2) Submit Section 3 Action Plan and Summary Reports (Sub-Grantee)

A sub-grantee receiving an allocation of Section 3 covered assistance must complete a Section 3 Action Plan for each covered project and submit to MHA prior to contracting out any funds. The Action Plan is attached as Appendix IV. At the end of each contract, Section 3 Summary Reports must be submitted if applicable.

3) *Incorporate Section 3 Clause and Action Plan*

MHA/sub-grantees must incorporate the Section 3 clause verbatim and the Section 3 Action Plan into all contract solicitations for Section 3 covered projects. The Section 3 clause specifies the requirements for developers/contractors hired for Section 3 covered projects. The clause language is included as part of the Section 3 Action Plan in Appendix IV of this document.

4) *Assist Developers/Contractors in meeting Section 3 goals*

MHA/sub-grantees may assist contractors with little or no experience in achieving Section 3 hiring goals by:

- Providing the developer/contractor with the Section 3 rules, regulations, guidelines, plan and technical assistance/help with understanding the Section 3 Act
- Reviewing the new hire clause with contractors and subcontractors to ensure that the requirement is understood
- Providing the contractor with a list of interested and qualified Section 3 residents for covered projects, as available
- Providing the contractor with a list of previously certified Section 3 Business Concerns interested in covered projects, as available
- Implementing the suggestions listed on pages 20 and 21 of this document

5) *Develop resources to provide training and employment opportunities*

MHA/sub-grantees may develop resources to provide training and employment opportunities to Section 3 program participants by implementing the following:

- Advertise training opportunities by distributing flyers via mass mailings and posting in common areas of public housing developments
- Contact resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities
- Advertise employment opportunities by posting job vacancies in common areas of all public housing developments as well as contacting resident councils, resident management corporations, and neighborhood community organizations
- Create a database of certified Section 3 residents and Business Concerns that can be used by contractors as a resource for selecting and hiring or contracting with Section 3 residents and/or Business Concerns
- Implement the suggestions listed on pages 20 and 21 of this document

6) *Conduct Section 3 Meeting*

Once Section 3 covered assistance has been awarded, MHA/sub-grantee may schedule a meeting with the awardees to discuss Section 3 requirements and responsibilities. The meeting may include the developer, contractor and MHA personnel assigned to the project.

7) *Review Section 3 Self-Certification Forms*

MHA is responsible for collecting, reviewing, and approving all Section 3 Resident and Business Concern self-certification forms. Names and businesses will be added to the Section 3 Resident and Business Concern database, as authorized.

8) Submit Reports

MHA is responsible for submitting the HUD-60002 form on an annual basis.

9) Establish procedures for non-compliance

MHA is responsible for establishing procedures to prevent award of funds to sub-grantees, developers or contractors who fail to meet Section 3 requirements.

Developer/Contractor Obligations and Responsibilities

The following list of items describes the obligations and responsibilities the developer/contractor has with regards to complying with Section 3 regulations.

1) Meet Section 3 Goals

The developer/contractor is responsible for meeting the Section 3 goals listed in Section IV, to the greatest extent feasible. If there is the need to hire new persons to complete the Section 3 covered contract or the need to subcontract portions of the work to another business, the developer or contractor is required to direct their newly created employment, training, and/or contracting opportunities to Section 3 residents and Business Concerns in accordance with the preferences identified in Section V and Appendix II.

The developer/contractor must implement progressive efforts to attain Section 3 compliance. Contractors that fail to meet the numerical goals bear the burden of demonstrating why it was not possible. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will allow MHA staff to make a determination regarding compliance.

2) Submit Section 3 Action Plan

DEVELOPER - When a developer submits a bid or proposal to MHA or one of its sub-grantees, it must complete a Section 3 Action Plan and submit it as part of the bid proposal. The Section 3 Action Plan is attached as Appendix IV.

CONTRACTOR – When a contractor submits a bid to MHA, a sub-grantee, or to the developer, it must complete a Section 3 Action Plan and submit it as part of the bid proposal. The Section 3 Action Plan is attached as Appendix IV. If the awarded contractor has the need to subcontract work and the subcontract is in excess of \$100,000, the contractor shall require a Section 3 Action Plan from each potential subcontractor under the particular bid. The contractor is responsible for ensuring that the subcontractor also complies with Section 3 regulations.

3) Incorporate Section 3 Clause

The developer and/or contractor must incorporate the Section 3 clause into all contract solicitations for Section 3 covered projects that are equal to or greater than \$50,000. The Section 3 clause specifies the requirements for contractors/subcontractors hired for Section 3 covered projects. The clause language is included as part of the Section 3 Action Plan in Appendix IV of this document.

4) Notify Section 3 Residents and businesses about training/employment and contracting opportunities

The developer and/or contractor may notify Section 3 residents and businesses by implementing the following:

- Advertise training opportunities by distributing flyers via mass mailings and posting in common areas of public housing developments
- Post available jobs with Workforce Services
- Contact resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities
- Advertise employment opportunities by posting job vacancies in common areas of all public housing developments as well as contacting resident councils, resident management corporations, and neighborhood community organizations
- Implement the suggestions listed on pages 20 and 21 of this document

5) Submit Section 3 Summary Spreadsheet

At the completion of each contract, the developer and/or contractor must submit the Section 3 Summary Spreadsheet to MHA. This spreadsheet indicates the number of Section 3 residents hired and the number and dollar amount of contracts awarded to Section 3 Business Concerns (out of the total numbers of persons hired and total number/dollar amount of contracts awarded). The spreadsheet is included as part of the Section 3 Action Plan and is located on page 25.

VII. RECORD KEEPING AND REPORTING

Record keeping

MHA/ Sub-Grantee Obligations

MHA is expected to maintain sufficient documentation to complete the HUD-60002 form on an annual basis. Staff must document actions (including results and impediments) taken to comply with Section 3 requirements such as:

- Maintain dated flyers with a list of where they were distributed
- Maintain a contact list showing all the people/groups/organizations notified and how they were notified
- Maintain copies of vacancy announcements
- Maintain copies of signed contracts and Section 3 Plans
- Maintain copies of Section 3 resident and Business Concern self-certification forms
- Maintain copies of website postings

Developer / Contractor Obligations

Each entity undertaking a portion of the work associated with a covered contract shall be required to maintain all Section 3 related documents and records in their files for a period of not less than three (3) years from the date the work was performed.

Each entity undertaking a portion of the work associated with a covered contract shall be required to make all Section 3 related documents and records available for inspection and duplication by MHA.

To document Section 3 participation:

- For Section 3 Business Concerns: keep copies of the self-certification form

and employee Section 3 resident certification forms with appropriate supporting material (if any)

- For Residents: keep copies of the self-certification form with appropriate supporting material (if any)
- For each recruitment effort: document that a number of resources were contacted in attempt to locate Section 3 qualified residents
- For covered activities: maintain a spreadsheet of each party hired or contracted and whether or not the party was Section 3 qualified

Reporting

MHA must maintain sufficient documentation to complete the HUD-60002 form on an annual basis. This requires cooperation from sub-grantees, developers, and contractors in submitting a summary spreadsheet (included in Section 3 Plan) at the conclusion of each covered contract. The summary spreadsheet is located on page 25 of this document.

VIII. INTERNAL COMPLAINT PROCEDURE

In an effort to resolve complaints generated due to non-compliance, MHA encourages submittal of such complaints as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR 135.
- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. MHA will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- A report will be written and provided to the complainant within 30 days of the start of the investigation, which will outline findings and the next course of action.

If complainants wish to have their concerns considered outside of MHA a complaint may be filed with:

United States Department of Housing and Urban Development
Attn: Fair Housing and Equal Opportunities
425 West Capitol, 10th Floor
Little Rock, Arkansas 72201

The complaint must be received no later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by a designated staff person from the local HUD field office.

IX. COMPLIANCE

If the contractor fails to comply with its Section 3 obligations, enforcement measures that MHA may utilize singularly or in combination, at its sole discretion, include but are not limited to:

- Withholding some or all future contract payments pertaining to the Section 3 contract determined to be in non-compliance;
- Withholding a portion of the Contractor's final payment as liquidated damages;
- Terminating the contract;

- Imposing a suspension from future MHA contracting opportunities for a period of 6 months or more;
- Imposing debarment from future participation in MHA contracting opportunities for up to three years; or
- Revoking Section 3 Business certification

DEFINITIONS

Appendix I

Applicant – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Assistant – the Assistant Secretary for Fair Housing and Equal Opportunity

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor – any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) – Public Housing Agency

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD YouthBuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Independent – An individual work person who is not an employee, but who appears on the Contractor's/Subcontractor's payroll and in whose name the Contractor/Subcontractor issues an IRS 1099 Form.

JTPA – The Job Training Partnership Act (29 U.S.C. 1579 (a))

Low-income person – families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget. For MHA projects, this includes the following counties surrounding Little Rock, Arkansas: Pulaski, Faulkner, Grant, Lonoke, Perry, and Saline.

New Hires – full-time employees for permanent, temporary or seasonal employment opportunities. “Re-hires” are considered “new hires” and must meet the Section 3 Resident definition in order to be counted as a Section 3 new hire.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)

Section 3 Business Concern – a business concern is a business;

- 1) that is 51 percent or more owned by Section 3 resident; or,
- 2) whose 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; or,
- 3) that provides 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 items 1 or 2 above.

Section 3 Covered Assistance –

- 1) Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Contract Clause – the contract provisions set forth in Section 135.38

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project – the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Vendor – any entity (other than an employee of a Consortium Member) which sells goods or services to the Consortium or Consortium Member

Very low-income person – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

SECTION 3 BUSINESS CONCERN PROCUREMENT & PREFERENCES

Appendix II

MHA reserves the right to require sub-grantees, developers, and contractors to abide by the following Section 3 procurement procedures when awarding contracts for Section 3 covered projects. Specific procedures are discussed for each type of procurement method.

For ALL procurement methods, when more than one qualified Section 3 business concern submits a bid or quote, the contracting party must provide preference to certified Section 3 business concerns according to the priority ranking below:

- a) **Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood where the Section 3 covered project is located**
- b) **Applicants selected to carry out DOL YouthBuild programs**
- c) **Other Section 3 business concerns in the Metropolitan Statistical Area (refer to Appendix I for the definition of a Section 3 business concern)**

The sub-grantee, developer, or contractor is responsible for providing documentation of its inability to find Section 3 business concerns under this preference structure.

Small Purchase (>\$5,001 - \$20,000)

Written quotations must be obtained from an adequate number of qualified sources (typically three). At the time of solicitation, the parties must be informed of:

- The Section 3 covered contract to be awarded with sufficient specificity;
- The time within which quotations must be submitted; and
- The information that must be submitted with each quotation

Award

The contract shall be awarded to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive quotation, if it is reasonable and no more than ten percent (10%) higher than the quotation from the lowest responsive non-Section 3 qualified business concern. If no responsive quotation by a qualified Section 3 business concern is within ten percent (10%) of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

Competitive Sealed Bids (>\$20,001 – Construction)

Sealed bids should be used for all construction contracts or for goods that cost \$20,001 or greater. Bids shall be solicited from all businesses (Section 3 business concerns and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid:

- a) Is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- b) Is not more than "X" higher than the total bid price of the lowest responsive bid from any qualified bidder. "X" is determined as follows:

When the lowest responsive bid is:	“X” = lesser of:
less than \$100,000.	10% of that bid or \$9,000
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 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1 ½% of the lowest responsive bid, with no dollar limit

If no responsive bid by a Section 3 business concern meets the requirements listed above, the contract shall be awarded to a qualified bidder with the lowest responsive bid.

Competitive Sealed Proposals (≥\$20,001 – Professional Services)

A Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

One of the evaluation factors shall address both the preference for Section 3 business concerns (see priority ranking above) and the acceptability of the strategy for meeting the greatest extent feasible requirement (Section 3 strategy), as disclosed in proposals submitted by all business concerns (Section 3 and non-Section 3 business concerns). This factor shall provide for a range of 15 to 25 percent (15% – 25%) of the total number of available points to be set aside for the evaluation of these two components.

The RFP shall require the disclosure of the contractor’s Section 3 strategy to comply with the Section 3 resident and business concern preference structure. A determination of the contractor’s responsiveness will include the submission of an acceptable Section 3 strategy. The contract award shall be made to the responsive firm (either Section 3 or non-Section 3 business concerns) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

SECTION 3 QUICK SUMMARY

Appendix III

WHAT IS SECTION 3?

Section 3 of the Housing and Urban Development Act of 1968 recognizes that HUD funding typically results in projects/activities that generate new employment, training, and contracting opportunities. When these opportunities are created, Section 3 requires that preference is provided to low and very low income residents of the local community (regardless of race and gender), and the businesses that substantially employ them, for new employment, training, and contracting opportunities resulting from the HUD-funded project.

SECTION 3 GOALS

1. 30 percent (30%) of the aggregate number of new hires shall be Section 3 Residents;
2. 10 percent (10%) of all covered construction contracts shall be awarded to Section 3 Business Concerns.
3. 3 percent (3%) of all covered non-construction contracts shall be awarded to Section 3 Business Concerns.

Efforts to meet these goals must be made to the greatest extent feasible and all efforts taken must be documented accordingly.

DEFINITIONS

Section 3 Resident

A public housing resident or an individual who resides in the metropolitan area in which the Section 3 covered assistance is expended and who is considered to be a low- (80% of AMI) to very low- income (50% of AMI) person. Persons must be certified as Section 3 Residents to count toward the goals listed above. Certification lasts for a period of 3 years.

Income Limits 2022

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$44,100	\$50,400	\$56,700	\$62,950	\$68,000	\$73,050	\$78,100	\$83,100

Section 3 Business Concern

- 1) 51 percent (51%) or more of the business is owned by Section 3 Residents; or
- 2) 30 percent (30%) of the business's permanent, full-time employees are certified Section 3 Residents; or
- 3) The business provides evidence that it will subcontract in excess of 25 percent (25%) of the dollar award of all subcontracts to be awarded to qualified Section 3 Business Concerns.

Certification lasts for a period of 3 years.

COMPLIANCE REQUIREMENTS*

All contracts equal to or greater than \$50,000 must incorporate the Section 3 Clause (verbatim) [see 24 CFR Part 135.38];

All recipients submitting bids/proposals and all sub-grantees must submit a Section 3 Action Plan. This plan must include, at a minimum, the Certification of Intent to Comply, Checklist of efforts to comply with Section 3, and a Section 3 Summary Report which is to be submitted at the completion of the contract.

****Please refer to Metropolitan Housing Alliance Section 3 Policies and Procedures for complete compliance requirements, forms, and detailed information. This document can be found online at the following link: <http://lrhousing.org>***

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SECTION 3 ACTION PLAN

Appendix IV

The Section 3 Action Plan is a requirement for contracting opportunities with Metropolitan Housing Alliance and must be completed and submitted with your bid/proposal. This plan must also be completed by sub-grantees (city/village/township recipients). Failure to submit the Section 3 Action Plan may jeopardize the bid/proposal up to and including possibility of said bid/proposal being deemed non-responsive.

NAME OF DEVELOPMENT/PROJECT: _____ **DATE:** _____

SUBMITTED BY:

Name of Sub-Grantee: _____

Address: _____

Contact Information (phone/email): _____

OR

Name of Developer: _____

Business Name: _____

Address: _____

Contact Information (phone/email): _____

OR

Name of Contractor: _____

Business Name: _____

Address: _____

Contact Information (phone/email): _____

PLEASE CHECK ONE OPTION BELOW:

- The business (listed above) is currently certified as a Section 3 Business Concern
- The business (listed above) **IS NOT** certified, but **IS** seeking certification and **IS** submitting the Section 3 self-certification form with bid/proposal
- The business (listed above) **IS NOT** certified and **IS NOT** seeking certification

Metropolitan Housing Alliance
100 South Arch St.
Little Rock, AR 72201

CERTIFICATION OF INTENT TO COMPLY

We certify that we have received and read Pulaski County’s Section 3 Policies and Procedures and are committed to comply with the plan, the Section 3 Act, and the Section 3 regulations. It is our desire to work together with MHA to ensure compliance with Section 3 goals, to the greatest extent feasible, through the awarding of contracts to Section 3 business concerns, and through the employment and training of Section 3 Residents for new hires. We commit to include the Section 3 clause (see attached) in all covered contract solicitations and commit to ensure that this Section 3 Action Plan is filled out and submitted for any additional subcontract over \$100,000.

We are committed to taking measures to make Section 3 business concerns and residents aware of contracting and hiring opportunities in connection with this Section 3 covered contract or in connection with the receipt of Section 3 covered assistance. We agree to provide a list of items that we will attempt to implement as part of our efforts to comply with Section 3 (see attached). We are committed to meeting (to the greatest extent feasible) the hiring and contracting goals listed below. We understand that the Section 3 Action Plan is subject to audit at anytime during the awarding of the contract through the duration of the contract by MHA. In the event we are not able to hire/train Section 3 residents and/or contract with Section 3 business concerns, we understand that we will be required to document why we were unable to meet the numerical goals.

HIRING AND TRAINING GOALS

- a) **30%** of new hires shall be Section 3 Residents.

Anticipated number of new hires to complete project: _____ Anticipated number of Section 3 new hires to complete project: _____

CONTRACTING GOALS

Non-Section 3 business concerns and sub-grantees:

- b) **10%** of the total dollar amount of all Section 3 covered **construction** contracts shall attempt to be awarded to Section 3 business concerns; and,
- c) **3%** of the total dollar amount of all Section 3 covered **non-construction** contracts shall attempt to be awarded to Section 3 business concerns.
- d) The Subcontracting Plan on page 24 must be filled out and submitted with bid/proposal.

Construction Contract total: \$ _____ 10% goal: \$ _____

(sub-grantees: include ALL funding sources in contract total)

Non-Construction Contract total: \$ _____ 3% goal: \$ _____

(sub-grantees: include ALL funding sources in contract total)

Section 3 business concerns certified under Category 3:

- e) Must provide evidence of a commitment to subcontract **in excess of 25%** of the dollar award of all subcontracts to be awarded to Section 3 business concerns. The Subcontracting Plan on page 24 must be filled out and submitted with bid/proposal.

(a) Contract total: \$ _____ (b) Total amount to be: \$ _____ 25% of (b): \$ _____
subcontracted

SECTION 3 SUMMARY REPORT

We commit to providing a Section 3 Summary Report of persons hired and contracts awarded at the completion of each covered contract (see page 25 and 26).

Name / Title: _____

Signature: _____ Date: _____

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (Part 135.38):

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 or 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.

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 Act (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).

SECTION 3 RESIDENT HIRING/TRAINING STRATEGIES

*To be completed by all **developers** and **contractors** generating hiring or training opportunities from contract.

Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.

- Distribute flyers which identify positions to be filled, qualifications, and where to obtain additional information to:
 - Assisted housing developments and transitional housing in the neighborhood or service area of the Section 3 covered project
 - Resident councils, resident management corporations, resident organizations, churches, or other neighborhood organizations
 - Agencies administering federal, state, or locally funding training programs (JTPA, JOBS, School-to-Work), and employment service agencies and organizations
- Request the assistance of resident and community organizations in:
 - Notifying residents of training and employment positions to be filled
 - Conducting job interviews and completing and collecting job applications
- Sponsor or participate in job information meetings or job fairs in the neighborhood or service area of the Section 3 covered project
- Advertise vacancies through local media, such as television, radio, newspapers of general circulation and newsletters
- Undertake job counseling, education and related programs in association with local institutions
- Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents
- Establish pre-apprenticeship and apprenticeship training programs that are consistent with DOL requirements for Section 3 resident
- Request the assistance of agencies administering DOL YouthBuild programs in recruiting YouthBuild program participants for contractor's training and employment positions
- Employ Section 3 residents directly on either a permanent or temporary basis
- Utilize the database of previously certified Section 3 residents for future employment positions
- Incorporate into the contract (after selection of bidders but prior to execution of contracts), a negotiated provision for a specific number of Section 3 residents to be trained or employed on covered projects
- Coordinate economic development plans with the plans for housing and community development

Name / Title: _____

Signature: _____

Date: _____

SECTION 3 BUSINESS CONCERN CONTRACTING STRATEGIES

*To be completed by non-Section 3 business concerns, sub-grantees, and Section 3 business concerns certified under category 3.

Please check a minimum of two (2) items that will be utilized in attempt to comply with Section 3.

- Consider potential contractor's record of Section 3 compliance in determining their ability to perform successfully under the terms and conditions of proposed Section 3 contracts (e.g., past actions and plans for the pending contract)
- Ensure that Section 3 business concerns are notified of pending contracting opportunities by taking such steps as:
 - Informing business assistance agencies, minority contractors associations, City of Little Rock resident organizations, and community organizations of opportunities
 - Providing written notice to known Section 3 business concerns of contracting opportunities that contains information on where to obtain additional information
 - Conducting pre-bid meeting with Section 3 business concerns
 - Advertising opportunities through trade association papers and local media (e.g., radio, newspapers and newsletters)
 - Notifying agencies administering DOL YouthBuild programs of opportunities
- Request the assistance of contractor's associations and resident community organizations in identifying Section 3 businesses that may solicit bids or proposals for contracts
- Follow up with Section 3 business concerns that have expressed interest in contracting opportunities by providing additional information
- Carry out workshops on contracting procedures and specific contract opportunities
- Advise Section 3 business concerns of assistance resources for obtaining bonding, lines of credit, financing or insurance
- Break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns
- Utilize the database of previously certified Section 3 business concerns
- Establish programs designed to assist PHA residents in creating and developing resident- owned businesses
- Link Section 3 business concerns to support services
- Actively support joint ventures with Section 3 business concerns
- Coordinate Section 3 business list development within local jurisdictions

Name / Title: _____

Signature: _____

Date: _____

SELF-CERTIFICATION FOR SECTION 3 BUSINESS CONCERN
Metropolitan Housing Alliance

I. BASIC INFORMATION

Name of Business/Company: _____

Address of Business: _____

Type of Business (corporation, partnership, sole proprietorship): _____

Owner/Official Representative: _____

Phone Number / Email address: _____

II. TYPE OF SECTION 3 BUSINESS CONCERN

The business listed above certifies that it qualifies as a Section 3 business concern under the check-marked category below:

- _____ 1) is 51% or more owned by Section 3 residents; or
- _____ 2) whose permanent, full-time employees include persons at least 30% of whom are currently Section 3 residents; or
- _____ 3) provides evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to qualified Section 3 business concerns

Income Limits 2022

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$44,100	\$50,400	\$56,700	\$62,950	\$68,000	\$73,050	\$78,100	\$83,100

Placing a check mark under category 1 or 2 implies that you (the official representative of the business) required each employee or owner to fill out the Section 3 Resident self-certification form, so that you could truthfully claim qualification under either category. Section 3 Resident certifications do not need to be submitted with this form, but MUST be kept in your business records. This certification is valid for a period of three (3) years.

III. VERIFICATION

The Company hereby agrees to provide, upon request, documents verifying the information provided above. The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made under the Freedom of Information Act. This applicant waives or releases any rights or claims it may have against the release of such information.

In addition, the applicant authorizes the information provided to be added to a database of Section 3 businesses, which will enable my business to receive notification of contracting opportunities for future Section 3 covered projects. I understand that this list may be accessed by Metropolitan Housing Alliance it sub-grantees, contractors, and developers working on Section 3 covered projects. **YES () NO ()**

Under penalty of perjury, I certify that I am the _____(title) of the company listed above; that I am authorized by the company to execute this affidavit on its behalf; that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____ Title: _____

SELF-CERTIFICATION FOR SECTION 3 RESIDENT
Metropolitan Housing Alliance

ELIGIBILITY FOR PREFERENCE

A Section 3 resident seeking the preference in training and employment provided by this part shall certify that the person is a Section 3 resident, as defined in Section 135.5.

The undersigned represents and says under penalty of law, as follows:

- 1) My current address is: _____
- 2) I am a resident of public housing. **YES () NO ()**
If yes, list name of development: _____
- 3) The total number of individuals in my household (count any person living in household, not just family or those persons related to you) is: _____
- 4) Last year, the annual income for my household size was less than the amount listed in the table below: **YES () NO ()**
- 5) I have skills, training, or experience in the following area(s): _____

INCOME LIMITS 2022

# in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$44,100	\$50,400	\$56,700	\$62,950	\$68,000	\$73,050	\$78,100	\$83,100

I authorize the information above to be added to a database of Section 3 residents that will enable me to receive notice of employment and training opportunities for future Section 3 covered projects. I understand that this list may be accessed by Metropolitan Housing Alliance staff, contractors, developers, and subcontractors working on Section 3 covered projects. **YES () NO ()**

This certification is valid for a period of three (3) years, after which, a new form will need to be completed to continue to receive preference for employment and training opportunities as a Section 3 Resident.

Under penalty of perjury, I certify that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature): _____ Date: _____

Name (print): _____

SUBCONTRACTING PLAN

***Must be completed by non-Section 3 Business Concerns and by those businesses claiming Section 3 status under category 3.**

Businesses that claim Section 3 status under category 3 must provide 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 categories 1 or 2. By completing the spreadsheet below, your intent to meet this requirement will be evident. List all subcontractors that you plan on utilizing, the estimated contract amounts, and whether or not that business has been certified as Section 3 by MHA.

Date Completed: _____ Submitted By: _____

Name/Address of project: _____

NAME OF SUBCONTRACTOR	TYPE OF CONTRACT	ESTIMATED CONTRACT AMOUNT	SECTION 3 BUSINESS CONCERN (Y / N)

Estimated amount to be subcontracted: \$ _____

Estimated amount to be subcontracted to Section 3 businesses: \$ _____

% of total: _____

SECTION 3 SUMMARY SPREADSHEET
SECTION 3 RESIDENTS

***To be submitted to MHA upon completion of each contract by all entities generating hiring and training opportunities.**

Date Completed: _____ Submitted By: _____

Reporting Period Dates: _____ to _____

Name/Address of project: _____

PERSON HIRED	POSITION HIRED	SECTION 3 RESIDENT (Y / N)	DATE OF HIRE	FULL TIME / PART TIME

Outreach efforts taken for each person hired:

Total Number of Full-time (FT) persons hired: _____

Total Number of Full-time (FT) Section 3 Residents hired: _____

SECTION 3 SUMMARY SPREADSHEET
SECTION 3 BUSINESS CONCERNS

***To be submitted to MHA upon completion of each contract by all non-Section 3 business concerns, sub-grantees, and Section 3 business concerns certified under category 3.**

Date Completed: _____ Submitted By: _____

Reporting Period Dates: _____ to _____

Name/Address of project: _____

BUSINESS AWARDED CONTRACT	TYPE OF CONTRACT	SECTION 3 BUSINESS CONCERN (Y / N)	DATE OF AWARD	AMOUNT OF CONTRACT

Outreach efforts taken for each contract awarded:

Total **Construction** Dollars Contracted: _____
 Total **Construction** Dollars to Section 3 Business Concerns: _____ % of Total: _____

Total **Non-Construction** Dollars Contracted: _____
 Total **Non-Construction** Dollars to Section 3 Business Concerns: _____ % of Total: _____