
"Committed to Making Lives Better"

SOLICITATION TYPE: Request for Proposals (RFP)

RFP NUMBER: RFP #10-11

DESCRIPTION: Long Range IT Assessment

ISSUE DATE: Wednesday, June 30, 2010

PROPOSAL DUE DATE & TIME: Friday, July 30th, 2010 at 10:00am

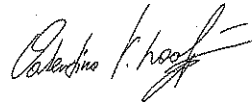
PROPOSAL DELIVERY LOCATION: Dayton Metropolitan Housing Authority
Administrative Office
P.O. Box 8750
400 Wayne Avenue
Dayton Ohio 45401-8750

For FedEx, DHL, UPS couriers:
400 Wayne Ave.,
Dayton, OH 45410

DIRECT INQUIRIES TO: Ed Hirshouer
Controller
937. 910. 7518
ehirshouer@dmha.org

Valentina Lootens
Contracts Administrator
937.910.7617
Fax: 937.910.7628
vlootens@dmha.org

Respectfully,



Valentina Lootens
Contracts Administrator

DAYTON METROPOLITAN HOUSING AUTHORITY
400 WAYNE AVENUE
P.O. Box 8750
DAYTON OH 45401-8750
"Committed to Making Lives Better"

RFP REQUEST FOR PROPOSALS

#10-11

Long Range IT Assessment

Prepared by: Dayton Metropolitan Housing Authority
400 Wayne Avenue
P.O. Box 8750
Dayton, Ohio 45401-8750

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REQUIREMENTS & SPECIFICATIONS

Project Overview:

DMHA intends to solicit proposals, potentially conduct interviews and enter into an agreement with one or more qualified agencies to conduct a Long-Range Information Technology (IT) Assessment. The solicited company/individual must have substantial experience (10 years plus) in the IT industry and be knowledgeable in IT System Analysis as well as Process and System Implementation. It is preferable that the selected entity is familiar with Public Housing industry.

Scope or Services:

It is anticipated that assessment services rendered will focus on evaluating and making recommendations on DMHA's current IT environment as well as assessing its ability to keep pace with IT developments and to meet future organizational goals and objectives. DMHA's current IT environment includes centralized HP servers, PC's, VOIP communications, and various software applications. The selected firm will have access to a recently completed contingency plan IT assessment as well as a listing of current IT equipment and software. The selected firm will also interview staff members as needed to quantify future IT requirements. The selected agency will not be eligible to bid on installation work.

Project Deliverables:

Prior to issuing any report or observations, review preliminary drafts with DMHA's management as appropriate to support the accuracy of any findings and the relevance of recommendations. The final report to DMHA's management will document the review, provide summarized and detailed observations of both areas where DMHA satisfies industry requirements and areas where improvement is needed. In areas identified for improvement, provide recommendations to DMHA's management for consideration.

Desired Outcomes:

DMHA's IT Department will be provided with the necessary resources to enhance their current IT capabilities. The recommendations shall include a prioritization of systems, software and hardware.

In the final report submitted to DMHA the contractor must:

1. Prepare a detailed description of DMHA's current IT equipment and capabilities and how it meets current organizational needs. Such description must include strength and weaknesses analysis of each system (to be based on industry standards and best practices).
2. Based on the short and long-term organizational goals, identify business requirements that would catalyze the need for new hardware or software.
3. Provide a recommended list of IT hardware and software to be purchased to meet these goals, including typical acquisition and installation costs. Provide information on how the implementation of new technologies will impact the organization.
4. Provide the list of potential providers of such hardware and software.

5. Recommend implementation approach and resources needed to successfully implement the new technologies.

The following reporting layout should be used:

Information Technology Assessment for Dayton Metropolitan Housing Authority

1. Executive Summary
2. Purpose
3. Scope
4. Process
 - A. Senior Management Review
 - B. Company Department Review
 - C. Client Review
 - D. IT Organization Review
 1. Staff
 2. Technology
5. Information Technology Overview
 - A. Infrastructure
 - B. Business Applications
 - C. Professional Services
 - D. Management
 - E. Staff
 - F. Vendor Contracts/Consultants
 - G. IT Processes
 - H. Financial
6. Issues
7. Risks
8. Conclusions
9. Recommendations

Cost Information:

The bidder shall submit a cost proposal for the Long-Range Information Technology (IT) Assessment Project. The cost proposal shall contain the proposed lump-sum price written out and repeating the amount in figures.

The bidder must submit the Cost Proposal that is packaged separately as specified in the RFP from the Technical Proposal section. The bidder should present a budget that is reasonable and contains sufficient detail and justification for the services to be provided. In addition, the proposer should provide detailed project timeline, including the anticipated completion date.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must include a detailed narrative describing the basis for costs in each of the major task areas in the Scope of Work. To allow comparisons across proposals, budget information must be summarized in the format of the Major Task Area Summary Budget (Form A).

Timeline:

Please submit anticipated timeline for a full completion of the project. Must include at least:

- 1) Anticipated start date
- 2) Staff interviews timeline
- 3) IT Overview timeline
- 4) Final Report submission date

Copy machines will be made available at no charge, but the contracted agency will be expected to provide the labor to make any necessary copies. There will be a work area provided with internet and telephone access. The contracting agency will receive assistance from IT staff to accomplish submission objectives, but it must be understood that IT staff must also complete daily work assignments.

Please contact Ed Hirshouer, Controller at ehirshouer@dmha.org or (937) 910-7518 for any scope related questions.

FORM A: Budget Summary

	Labor Costs		Other Direct Costs	Total
Type of Cost (if applicable)	All employees	Subcontractors		
1. Project Management and Planning				
2. System Analysis				
3. Reporting				
Overhead				
Fees (if applicable)				
Total				
Optional or Additional Activities (Specify)				

GENERAL INFORMATION

Introduction:

Dayton Metropolitan Housing Authority is a metropolitan housing authority organized and existing under the Ohio Revised Code Section 3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulation under Title 24 of the Code of Federal Regulation.

DMHA is governed by a seven person Board of Commissioners, appointed pursuant to the above - cited statute. The Executive Director controls the daily operations.

The mission of DMHA is “to provide low to moderate income residents of Montgomery County access to decent, safe, affordable housing and to advocate on behalf of our clients on community issues and services that affect their ability to secure and maintain housing”.

DMHA is committed to a goal of 15 percent of all professional services contract funds being awarded to Minority Business Enterprises (MBE) ~~MBE/DBE/SBE/WBE/VBE/EDGE~~. The firms submitting are encouraged to include MBE participation to the maximum extent possible. The agency is also committed to its Section 3 participation goal for all professional service contracts, which constitutes 3 percent of the total contract amount.

The Competitive Negotiation Process or Award Without Discussion(s) will be used to select the contract award, beginning with the highest ranked firm. DMHA reserves the right to negotiate a contract with the individual(s), firm(s), or organization(s) who provides the greatest benefit to DMHA, not necessarily the lowest price.

Contact Persons:

Ed Hirshouer, Controller
ehirshouer@dmha.org, (937) 910 7518 Fax: (937) 910-7628

Valentina Lootens, Contracts Administrator
vlootens@dmha.org, (937) 910-7617 Fax: (937) 910-7628

Vendor Disclosures

Vendor must provide disclosure of any pending or threatened court actions and/or claims against the Vendor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

Conflict of Interest

No vendor will promise, or give to any DMHA employee anything of value that could influence that employee in their decision on awarding contracts. No vendor will try to influence an employee of DMHA to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

Vendor Examination of the RFP

Vendors are expected to be familiar with the entire RFP. The vendor is expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP.

If a vendor discovers any mistakes or omissions in the RFP they must notify DMHA's Contact Person in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency for the RFP.

Changes to RFP

DMHA may make changes to this RFP by sending changes to all vendors who attended the pre-proposal conference. These changes will be sent via email and will be posted at <http://www.dmha.org/proposals.htm>.

Availability of Funds

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

Non-Appropriation Clause

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

Termination

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

Holidays

DMHA recognizes the following holidays as vacation days for its employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

TERMS & CONDITIONS

The RFP and the commitments made in the selected proposal will be contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract will incorporate the requirements of the RFP, the vendor's proposal, and all other agreements that may be reached.

The vendor is normally responsible for the execution of the project/program and contract requirements.

If the vendor proposes a different type of approach, describe the contractual protection offered to ensure successful implementation of the project. If vendor proposes a multi-vendor or sub-contract approach, clearly describe the responsibilities of each party and the assurances of the performance you offer. The successful vendor's proposal, this RFP, and other applicable addenda will become part of the final contract and will merge into the contract.

Contract Period – Funding & Invoicing

The contract period will be for one year, renewable in two one year increments for a total of three years. The vendor can claim payment only for services already provided, in amount determined by the negotiated rate. **Reimbursement by DMHA is made within 30 days of receipt of invoices and any required documentation.**

At no time will the payments be allowed to exceed work performed or the dollar amount of the contract.

Confidentiality & Security

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

SUBMITTING PROPOSALS

Preparation of Proposal

Proposals must provide a clear picture of the vendor's qualifications to provide the services required in the RFP. The vendor should respond to the RFP instructions and requirements. The proposal must include all costs that relate to the responses submitted.

All proposals become the property of DMHA to use. All proposals will be considered public information and will be open for inspection.

Proposal Cost

The cost of creating proposals is the responsibility of the vendor and shall not be chargeable to DMHA. The vendor must guarantee the pricing listed in the proposal will remain in effect for a minimum of 180 days after the proposal submission date.

False or Misleading Statements

Proposals containing false or misleading statements may be rejected.

Vendor Representative's Signature

An officer of the Respondent, who is legally authorized to enter into a contractual relationship on behalf of the Respondent, must sign the submission package, and Respondent(s) must affix the organization's corporate seal to these documents. In the absence of a corporate seal, a Notary Public must notarize the submission package signature. The signature must indicate the title or position the individual holds in the vendor's organization. Any and all unsigned proposals will be rejected.

Delivery of Proposals

A bound and tabbed original with table of contents and three (3) completed bound and tabbed copies with table of contents are to be submitted to DMHA's Contact Person at the address listed in the RFP. **(Total of four, one original and three copies.)** The completed submission package must be received by 10:00 a.m. Eastern Standard Time, on Friday, July 30 2010. The original and all copies of the submission package must be labeled with the Respondents name, address, telephone number, e-mail, due date and RFP title: **"RFP #10-11: Long Range IT Assessment."** A receipt will be issued for all proposals received. Proposals received after the deadline will not be considered. If mailed, the vendor should use certified or registered mail, UPS, or Federal Express with return receipt requested. Faxes or electronically mailed proposals will not be accepted.

All vendors must carefully review their final proposals. Once opened, proposals cannot be changed; however DMHA may request information or respond to inquiries for clarification purpose only.

All vendors submitting a proposal must agree to honor the terms and conditions contained herein for a period of one-hundred and eighty (180) days.

Acceptance and Rejection of Proposals

DMHA reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of DMHA staff, DMHA Executive Director and DMHA's Board of Housing Commissioners shall be final.

No Proposal

If a respondent wishes to remain on the contractor's mailing list, but is not submitting a proposal, the "No Proposal/Offer" form (contained in this Solicitation) must be returned by the stated proposal closing date. Mark the form "No Proposal" and explain the reason for not submitting. Failure to respond three times in succession, without justification, shall be cause for removal of the contractor's name from our mailing list.

Withdrawal of Proposal

Proposals may be withdrawn by written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of proposal data after such documents are opened.

Evaluation and Award of Contract

The Competitive Negotiation Process will be used to select the agreement award, beginning with the highest ranked firm. DMHA reserves the right to negotiate an agreement with individual (s), firm (s), or organization (s) that provides the greatest benefit to DMHA, not necessarily the lowest price. Firms in the competitive range may be required to be interviewed by the evaluation panel.

DMHA will select the respondent that is the most advantageous to DMHA based upon the evaluation criteria stated herein. DMHA reserves the right to negotiate price and other factors with any acceptable respondent.

DMHA reserves the right to waive any minor irregularity or technicalities in the proposals received. DMHA reserves the right to award without discussion (s) and may make an award to multiple vendors. The professional services selective process will involve the ranking of professional firms by the appointed DMHA evaluation committee. Once the proposals have been evaluated, DMHA will negotiate with the Respondent (s) who fall within the competitive range. Fees for these services will be a negotiation factor as well as any other relevant factor identified by the evaluation committee. Once negotiations are completed, DMHA shall establish a common date and time for the submission of the Best and Final Offer (BAFO).

If a Respondent does not submit a notice of withdrawal or best and final offer, the Respondent's previous offer shall be construed as its best and final offer.

Preliminary Proposal Review

The review process will be conducted in two parts. The preliminary review will consist of a review to be sure the proposal meets the minimum requirements (and mandatory conditions) specified in the RFP. If they do not, they will be rejected.

Initial Review

Proposals in response to the RFP must meet the following requirements:

- The proposal must be received at the address indicated in the RFP no later than 10:00 a.m. Eastern Standard Time, on Friday, July 30, 2010. Proposals that are not received at the designated address by the specified date will be rejected.
- Required number of copies submitted.
- Proposal signed by authorized vendor representative.
- Proposals that pass this initial review will be considered a valid proposal and will move on to the final review. Those that do not pass such review will be filed as rejected.

Final Review

- All valid proposals will be reviewed, evaluated, and rated by the Review Committee. The Review Committee will be composed of DMHA staff.
- The Review Committee will evaluate each proposal against the criteria in the RFP. During the review, the Committee may request additional information from the vendor. Such information requests and vendor's responses must always be in writing.
- All qualified proposals shall be reviewed by the Review Committee using a standard Proposal Review Evaluation Rating Sheet tailored specifically for this RFP. The number of evaluation points for each section varies according to the value assigned for that particular aspect of the program.

The Review Committee members may request information from sources other than the written proposal to evaluate vendor's programs. Other sources of information may include oral presentations by vendors, written responses to clarifying questions posed by the Review Committee, and vendor's history/experience in providing similar services.

Review Committee member rating sheets will be used to focus discussion. The final composite Evaluation Rating Sheet that includes the prioritized vendor's rankings will be maintained on file by DMHA. The end result of the review process is a prioritized list from best to least.

Written notification will be made to all vendors who submitted a proposal. In awarding the contract, DMHA's evaluation will include, but will not be limited to:

- criteria for the Stage 1 review;
- strength and stability of the vendor to provide the requested services;
- ability to meet the project/program time lines;
- overall responsiveness and completeness of the bid proposal as well as the likelihood that, in DMHA's opinion and at DMHA's discretion, the bid proposal best meets or exceeds DMHA's specifications;
- scope of service being proposed;

- customer references;
- cost of proposed service;
- any other factors considered relevant by DMHA and demonstrated by the bid proposal or investigation by DMHA; and
- experience with a similar project/program of comparable size and scope

Vendor finalists will be notified of their non-selection immediately after the preferred vendor is notified. If the successful vendor fails to execute the contract, DMHA may award the contract to another vendor whose proposal met the requirements of the RFP and any addenda. The period of time within which such an award of the contract may be made shall be subject to the written agreement between DMHA and the vendor.

Contractor Selections

DMHA reserves the right to make an award based solely on the Respondent or to negotiate further with one or more contractors. The contractor selected for the award will be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of the lowest price.

Post-bid Meeting

If a vendor wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be in writing within five (5) working days after receipt of notification of the decision. The request shall state the reason(s) for the meeting, citing the law, rule, regulation or RFP procedures on which the request is based. All requests must be signed by an individual authorized to represent the vendor and addressed to the DMHA Contact Person.

Proposal Selection

Proposal selection does not guarantee a contract for services will be awarded. The selection process includes:

- All proposals will be evaluated based on the criteria in the RFP.
- Based upon the results of the evaluation, DMHA will select a bidder for the service(s) who it determines to be the lowest and best bidder.
- DMHA works with the bidder who was selected as lowest and best to finalize the details of the contract document.
- If DMHA determines that DMHA and the vendor are unable to successfully come to terms regarding the contract, DMHA reserves the right to terminate contract discussions with the bidder. If this happens, DMHA reserves the right to select another bidder from the bid process, cancel the RFP or reissue the RFP if this is deemed necessary.

EVALUATION CRITERIA

The professional services selective process will involve the ranking of professional firms by the appointed DMHA evaluation committee.

The evaluation criteria to be used in reviewing proposals and their respective weights are as follows:

1. Demonstration of ability to provide the necessary technical knowledge, skills, qualifications, including qualifications of assigned personnel and/or subcontractors (Years in business, resumes listing licenses and certifications, client references, esp. in government and/or non-profit organizations; subcontractor qualifications and references) **(20 points)**.
2. Demonstration of successful completion of similar past IT Assessment Projects. Cite examples of similar project completion in size and scope with references (minimum five) **(25 points)**.
3. Ability to meet the scope of this RFP **(15 points)**.
4. Itemized Proposal Budget (price) relative to project **(30 points)**.
5. Demonstrated commitment of respondent to workforce diversity (EEO) **(5 points)**.
6. Demonstrated commitment of respondent to Section 3 requirements **(5 points)**.

PROPOSAL FORMAT

A bound and tabbed original with table of contents and three (3) completed bound and tabbed copies with table of contents are to be submitted to DMHA's Contact Person at the address listed in the RFP. **(Total of four, one original and three copies.)** The completed submission package must be received by 10:00 a.m. Eastern Standard Time, on Friday, July 30 2010. The original and all copies of the submission package must be labeled with the Respondents name, address, telephone number, e-mail address, due date and RFP title: **"RFP #10-11: Long Range IT Assessment."**

To simplify the process for evaluating proposals, and to assure each proposal receives the same review, all proposals must be submitted in the following format. Proposals must contain all the items listed here.

Proposal sections must be numbered corresponding to the following format and lettering:

TABLE OF CONTENTS

A. LETTER OF TRANSMITTAL

A letter of transmittal (preferably on letterhead) bearing the signature of an authorized representative of the firm and the name(s) of the individual(s) authorized to negotiate services and costs with DMHA.

B. ORGANIZATION

Information about the company: size, structure, history and any relevant certifications as a Minority-owned, Female-Owned, Small or Disadvantaged Business Enterprise

C. STAFF QUALIFICATIONS

The Offer should describe the qualifications of staff to be assigned to the Project.

Descriptions should include:

- Project team make-up (only include resumes of staff to be assigned to the project.)
- Assigned Project Manager (the main liaison/contact person for DMHA)
- Overall supervision to be exercised (including how subcontractors will be handled.)
- Professional Licenses, certifications and credentials held by team members

D. SCOPE OF SERVICES

State specifically your intended practices addressing the materials in the "Scope of Services." Please cite previous examples of providing such services and your organization's commitment to meeting or exceeding the expectations and duties set forth.

E. COST PROPOSAL

Refer to Budget Summary Form A for cost information submissions.

F. INSURANCE

A statement of liability insurance from an accredited insurance company/agent is required. A minimum of \$500,000.00 liability insurance coverage is required should your firm be chosen.

G. EXHIBITS

All other required information is set forth by each of the following exhibits. Please tab and label each exhibit individually. **Any Exhibits left out are not required.**

- Exhibit A..... HUD Form 5369-B Instructions and Representations of Offerors; Non-Construction
- Exhibit B..... HUD Form 5369-C Certifications and Representations of Offerors; Non-Construction *(Be sure to fill in completely). This form must be completed by any/all subcontractors.*
- Exhibit C..... Minority Business Enterprise (MBE/WBE/(DBE/SBE)/EDGE/VBE) Utilization *(This form is to be filled out as applicable; must fill out if using any subcontractors)*
- Exhibit D..... Section 3 Goals & Compliance, Certification and Sample Plan *(this exhibit must be filled out in its entirety)*
- Exhibit E..... Non-Collusive Affidavit and Full Disclosure Statement
- Exhibit F..... Equal Employment Opportunity Affirmative Action Statement *(Be sure to fill in completely)*
- Exhibit G..... Contractor's Certificate Concerning Equal Employment Opportunities *(Be sure to fill in completely)*
- Exhibit H..... Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Exhibit I..... Certification for a Drug-Free Workplace
- Exhibit J..... Statement of Bidder's Qualifications
- Exhibit K..... Reference Release Forms (5)
- Attached..... Decline to Bid Form

END of RFP 10-11

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 12/31/2011)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

Certifications and Representations of Offerors Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

MINORITY BUSINESS ENTERPRISE
(MBE/WBE/ (DBE/SBE)/Edge Cert./VBE)

The following Proposal conditions apply to this Contract. Submission of a Proposal by a Proposer shall constitute full acceptance of these Proposal conditions:

I. MINORITY OWNED BUSINESS PARTICIPATION (MBE/WBE/ (DBE/SBE)/Edge Cert./VBE)

DMHA has established a minimum goal of fifteen (15) percent of the contract amount must be directed toward Minority Business Enterprise participation in the contract. DMHA's policy to achieve this goal is to ensure that DMHA (or its contractors) maximize opportunities for MBE participation. To achieve this goal, contractors are encouraged to engage in joint ventures with MBEs, to include MBEs as subcontractors, to seek and utilize information on MBE participation through DMHA and to undertake other initiatives that enhance opportunities for MBEs.

General information contained in this section of the specifications, regarding DMHA's MBE requirements is detailed in the MBE plan. Copies of the plan are available upon request.

II. DEFINITIONS:

Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business or Small Business Enterprise (DBE/SBE), Edge Certified and Veteran Owned Business (VBE).

- A. MBE stands for **Minority Business Enterprise**. An MBE is defined as a business concern that is at least 51% owned by one or more individuals who are African American, Hispanic American, Native American, Asian-Pacific American or Asian-Indian American; and whose management and daily business operations are controlled by one or more of these owners.

MBE Resources available in the community:

Ohio MBE Certification; <http://das.ohio.gov/eod/EODMBEOff.htm>

Equal Opportunity Division
MBE Certification Office
30 E. Broad St., 18th floor
Columbus, Ohio 43215-3414
(614) 466-8380
www.MBE.ohio.gov

City Of Dayton Minority Contractors Business Assistance Program (MCBAP); <http://www.daytonmcbap.com/>

City of Dayton
Minority Contractors Business Assistance Program
201 Riverside Drive, Suite 1E Dayton, OH 45405-4956
Phone: 937.223.2164
Fax: 937.223.8495

City of Dayton Human Relations Council; Call 937-333-1403 or fax 937-222-4589 or visit
<http://www.cityofdayton.org/departments/hrc/Pages/default.aspx>,

Dayton Minority Biz

40 South Main St. Suite 700, Dayton, Ohio 45402.
Phone: (937) 660-4831
<http://www.daytonminoritybiz.com/>

- B. WBE stands for **Women Business Enterprise**. A WBE is defined as a business concern that is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more of these owners.

WBE resources available in the community:

Ohio WBE Resources:

<http://development.ohio.gov/Entrepreneurship/WomensBusinessResource.htm>

City of Dayton Human Relations Council:

<http://www.cityofdayton.org/departments/hrc/Pages/default.aspx>

US SBA WBE Resources:

<http://www.sba.gov/aboutsba/sbaprograms/onlinewbc/index.html>

Women's Business Enterprise National Council

<http://www.wbenc.org/Certification/>

Women's Business Enterprise National Council,
1120 Connecticut Avenue, N.W. Suite 1000, Washington, DC 20036

- C. DBE stands for **Disadvantaged Business Enterprise**. A DBE is defined as a "**small business concern**" by the Small Business Administration, that is at least 51% owned by one or more socially and economically disadvantaged individuals and the management and daily business operations are controlled by one or more of these socially and economically disadvantaged owners. These firms are essentially the same as MBEs and WBEs except that the size of the firm is also a factor when determining its status. "DBE" is a federal term. Federally funded or federally-assisted projects use DBEs rather than MBEs and WBEs. The qualifying size of a firm depends on the type of industry.

DBE/SBE resources available:

Ohio Department of Transportation, Division of Contract Administration (Construction lists DBE-certified contractors):
www.dot.state.oh.us/CONTRACT/

Small Business Standards:

<http://www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html>

SBA Certifications:

<http://www.sba.gov/services/contractingopportunities/certifications/index.html>

- D. The State of Ohio's **EDGE program** provides an EDGE to small businesses by Encouraging Diversity, Growth and Equity in public contracting. EDGE is an assistance program for economically and socially disadvantaged business enterprises. To view a list of EDGE vendors: Visit the EDGE certification Web site at www.das.ohio.gov/EDGE for the latest list.

EDGE resources available: <http://das.ohio.gov/eod/Edge/>

- E. DMHA also encourage **Veteran Owned Businesses** to bid on procurement opportunities. To gain more information about Veteran Owned Businesses and to obtain appropriate certifications, please visit following websites.

<http://www.vetbiz.gov/>

<http://www.sba.gov/aboutsba/sbaprograms/ovbd/index.html>

You may also contact VetBiz through the following methods:

The Center for Veterans Enterprise
1722 I Street, N. W. Washington, D.C. 20420
Phone: 866.584.2344 OR 202-303-3260
Email: vip@mail.va.gov
www.vetbiz.gov

Mailing Address:
U.S. Department of Veterans Affairs
The Center for Veterans Enterprise (CVE)
810 Vermont Avenue, N. W.
Washington, D.C. 20420

LIST OF PROPOSED MINORITY BUSINESS SUBCONTRACTORS AND SUPPLIERS

The undersigned Proposer intends to subcontract with the following Minority Business Enterprises (MBE/WBE/ (DBE/SBE)/Edge Cert./VBE) for this project. The bidder acknowledges that all MBE's regardless of tier are to be listed on this form. *Only the level of MBE participation listed at proposal opening will count toward satisfaction of project goals.*

Please use additional pages if needed.

BUSINESS NAME: _____

Address: _____ Telephone/Fax: _____

Type of Service: _____

Contact Person: _____

Dollar Amount: _____

Percent of Project: _____

MBE ☐ WBE ☐ DBE/SBE ☐ EDGE ☐ VBE ☐

Subcontractor ☐ Supplier ☐

BUSINESS NAME: _____

Address: _____ Telephone/Fax: _____

Type of Service: _____

Contact Person: _____

Dollar Amount: _____

Percent of Project: _____

MBE ☐ WBE ☐ DBE/SBE ☐ EDGE ☐ VBE ☐

Subcontractor ☐ Supplier ☐

BUSINESS NAME: _____

Address: _____ Telephone/Fax: _____

Type of Service: _____

Contact Person: _____

Dollar Amount: _____

Percent of Project: _____

MBE ☐ WBE ☐ DBE/SBE ☐ EDGE ☐ VBE ☐

Subcontractor ☐ Supplier ☐



Dayton Metropolitan Housing Authority
400 Wayne Ave.
P.O. Box 8750
Dayton, Ohio 45401-8750
Telephone (937) 910-7500
Fax (937) 910-7689



Supplemental Instructions to Bidders/Offerors for Section 3 Compliance (sec3-008)

Section 3 is a part of the U.S. Department of Housing and Urban Development (HUD) Act of 1968. This Act and HUD Regulation **24 CFR Part 135** ensures that employment and other economic opportunities generated by certain HUD financial assistance shall be directed to public housing residents, individuals of low to very low income, and to business concerns that provide economic opportunities to these individuals.

DMHA Section 3 Goals

All contractors and subcontractors shall take necessary actions to the greatest extent feasible to meet the following goals.

Section 3 Employment Goals		
Contractors and any Tier Subcontractors	New Hires and Trainees	Minimum 30% of workforce
Section 3 Contracting Goals		
Contractors Any Tier Subcontractors (construction)	Subcontract Awards	Minimum 10% of the total dollar amount of contract
Contractors and Any Tier Subcontractors (non-construction; professional services)	Subcontract Awards	Minimum 3% of the total dollar amount of contract

The contractor and subcontractor shall document their efforts towards meeting these goals as outlined below.

Bid/Proposal Phase

Bidder/offeror not claiming a section 3 preference:

1. Bidder/offeror not claiming a Section 3 preference during the bid/proposal phase shall submit the following forms with their bid/offer. Failure to complete, execute, and submit all forms will render the bidder/offer non-responsive and their bid/offer will not be considered.

- Form sec3-001b, List of Current (pre-bid) Employees
- Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment

2. Bidder/offeror claiming a Section 3 Business Concern preference:

A bidder/offeror claiming a Section 3 Business Concern preference must submit Section 3 required certification. To qualify, the party wishing to claim a Section 3 preference shall complete the following forms and submit them either prior to or with the bid/offer for which qualification is sought:

For all individuals, sole proprietorships, partnerships, corporations, or joint ventures with a 51% ownership claiming a Section 3 preference

- Form sec3-001a, Section 3 Business Concern Application and all required supporting documentation
- Form sec3-001b, Section 3 Employee List and all required supporting documentation
- Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment

For businesses claiming 30% of their current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents

- Form sec3-001a, Section 3 Business Concern Application

- Form sec3-001b, Section 3 Employee List and all required supporting documentation
- Form sec3-001c, Section 3 Contractor or Subcontractor Payroll Report completed for each F/T employee who has been employed at least one month. This includes all employees of the company
- Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment
- Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each Section 3 resident claimed in meeting the 30% threshold)
- Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each Section 3 resident claimed in meeting the 30% threshold)

For businesses claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above

- Form sec3-001a, Section 3 Business Concern Application and all required supporting documentation for each individual, sole proprietorship, partnership, corporation, or joint venture claimed on the subcontractor list
- Form sec3-001b, Section 3 Employee List and all required supporting documentation
- Form sec3-001d, Section 3 Contractor or Subcontractor Payroll Report (this list must demonstrate that 25% of the total dollar amount of all subcontracts to be awarded to Section 3 business concerns)
- Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment
- Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed

for each Section 3 owner/employee claiming Section 3 resident status as a subcontractor)

- Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each Section 3 owner/employee claiming Section 3 resident status as a subcontractor)

For a Section 3 joint venture as an association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture. As a part of joint venture, Section 3 business concern must be:

1. Responsible for a clearly defined portion of the work to be performed and hold management responsibilities in the joint venture; and
2. Performing at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

If there is any question about the validity of a joint venture, DMHA shall request a copy of the joint venture agreement and verify its legitimacy.

- Form sec3-001a, Section 3 Business Concern Application and all required supporting documentation
- Form sec3-001b, Section 3 Employee List and all required supporting documentation
- Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment

Completing the Section 3 Strategy Commitment

In completing the Section 3 Strategy Commitment, the bidders/offeror's efforts shall be directed towards identifying methods to achieve success under this program, as opposed to documenting the reasons why success was not achieved. Some examples of good faith efforts include, but are not limited to the following:

Hiring:

Target recruitment of DMHA residents for training and employment by taking steps such as:

- Prominently placing a notice of commitments under Section 3 at the project site or other places where applications for training and employment are taken
- Contacting local job training centers, employment service agencies, and community organizations
- Developing on-the-job training opportunities or participating in job training programs
- Contacting DMHA, DMHA resident councils, DMHA resident management corporations, and DMHA residents
- Contacting DMHA for a list of agencies that may be able to provide assistance regarding opportunities for training, which can be utilized on this contract
- Advertising in the local media
- Keeping a list of Section 3 area residents who apply on their own or by referral for available positions
- Sending to labor organizations or representatives of workers with whom the recipient, contractor, or subcontractor has a collective bargaining agreement or other understanding, a notice about contractual commitments under Section 3
- Selecting Section 3 area residents, particularly DMHA residents, for training and employment positions
- Providing an ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the goals are encountered, taking aggressive efforts to rectify the matter. Such action shall include, but not be limited to,

convening a meeting with DMHA to advise it of the problems and proposed solutions. DMHA will offer its assistance whenever possible.

Contracting:

Target recruitment of Section 3 business concerns by taking such steps as:

- Contacting Section 3 business concerns in DMHA's directory
- Prominently placing a notice of commitment relative to Section 3 contracting at the project site and other appropriate places
- Contacting DMHA for a list of certified firms
- Contacting other organizations which might be helpful in identifying Section 3 business concerns
- Advertising in the local media
- Dividing total work into smaller sub-tasks (i.e. by floor)
- Using multiple firms for the same type of work (i.e. two drywall subcontractors or several plumbing suppliers)
- If necessary to meet the program objectives, exercising flexibility in utilizing Section 3 business concerns in other or additional areas than initially proposed
- Providing ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the goals are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to convening a meeting with DMHA to advise it of the problems and proposed solutions. DMHA will offer its assistance whenever possible.

Pre-Award Phase

Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in its required Section 3 Strategy Commitment, where the contractor's required submissions do not reflect achievement of the minimum stated goals, where the contractor has not identified the name of the Section 3 subcontractor(s) in the required submissions, or where it is deemed necessary by DMHA's Contracting Officer.

Contract Award Phase

As a condition of contract award, the contractor shall be required to enter into a Section 3 Memorandum of Understanding delineating the "greatest extent feasible" efforts required of the contractor during the term of the contract. Form sec3-009, Section 3 Memorandum of Understanding shall be used.

Contract Performance Phase

DMHA shall monitor and evaluate the contractor's Section 3 compliance towards achieving the numerical goals relative to Section 3 employment, training, and contracting on a monthly basis throughout the contract period. The contractor shall be responsible for providing the following reports to DMHA, which shall be submitted no later than 4:30 p.m., on the first business day of each month throughout the contract period:

- Form sec3-010, Contractor's Section 3 Employment and Training Compliance Report

The contractor shall also ensure that for each Section 3 resident hired, form sec3-002a, Section 3 Resident Preference Claim and form sec3-002b, Section 3 Resident or Employee Household Income Certification are completed and submitted to DMHA. These forms shall be completed by the resident and submitted to DMHA by the contractor with the monthly reports listed above.

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports from its lower tier subcontractors in the formats provided.

Determination of Compliance

Contractors and their subcontractors may demonstrate compliance with Section 3 by meeting the commitments stated on the Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment and by meeting the employment and contracting numerical goals set forth above. Contractors who do not meet their commitment shall have the burden of demonstrating through the submission of supporting documentation why it was not feasible to meet the numerical goals. It is expected that contractors who put forth a good faith effort will be successful in meeting the goals relative to Section 3 employment and contracting.

Effects of Non-Compliance

Contractors that do not meet the numerical goals set forth herein have the burden of demonstrating why it was not feasible to meet the goals. DMHA shall consider documentation provided by the contractor evidencing impediments encountered despite actions taken to comply. Such evidence shall be subject to the satisfaction of DMHA. The documentation may be subject to the examination of DMHA's Board of Commissioners prior to the award of any future contract awards. Contractors found not to be in compliance with the provisions of Section 3 may be deemed ineligible for future contract awards with DMHA or at least be subject to business suspension from doing business with DMHA for one to three years.

If you did not receive the forms with the invitation for Bid/Request for Proposal, please contact:

DMHA. Attn: Valentina Lootens

Section 3 Compliance Office

400 Wayne Avenue

Dayton Oh 45410-1106

Telephone: 937-910-7617

Fax: 937-910-7689

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. In the event of a determination by the Executive Director or his/her designee that the Contractor is not in compliance with the section 3 clause or any rule, regulation, or report submission requirements of the DMHA, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further DMHA contracts for a period of one to three years.

Contractor's Signature _____

Date _____

SECTION 3 BUSINESS CERTIFICATION FORM
(MUST BE FILLED OUT FOR A VALID BID/PROPOSAL)

Section 3 Business Concern Representation
(Public & Indian Housing Program Only)

Please use this form to indicate whether or not your firm is a Section 3 Business entity.

The Bidder/Proposer represents and certifies as part of its bid that it:

- ☐ Is not a Section 3 business (please provide forms sec3-001b, sec3-001e).
- ☐ Is a Section 3 business as indicated below (check application category and sub-category):
- ☐ **CATEGORY 1 BUSINESS:**
- 51% or more of the business is owned by public housing residents of a specific public housing community for which the Section 3 covered assistance is expended.
- ☐ **CATEGORY 2 BUSINESS:**
- 51% or more of the business is owned by residents of a public housing community or communities within the Dayton Metropolitan Housing Authority for which the Section 3 covered assistance is *not* being expended.
- ☐ **CATEGORY 3 BUSINESS:**
- ☐ 51% or more of the business is owned by Section 3 eligible residents **and/or**
- ☐ Will subcontract in excess of 25% of the total amount of subcontracts to category 1 or 2 Section 3 businesses as indicated on the following page.
- ☐ **CATEGORY 4 BUSINESS:**
- ☐ Full time, permanent workforce includes 30% or more Section 3 eligible residents.
- ☐ An entity selected to carry out a HUD Youth build Program in Montgomery County in which Section 3 covered funding is expected.
- ☐ **CATEGORY 5 BUSINESS:**
- Full-time, permanent workforce includes 30% or more Section 3 eligible residents.
- ☐ **CATEGORY 6 BUSINESS:**
- Joint Venture with inclusion of Section 3 business is a form of organization where: Section 3 business is responsible for a clearly defined portion of the work to be performed, holds management responsibilities in the joint venture, performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Please provide the following information on each intended subcontractor:
(Attach a separate sheet if necessary)

<i>Name</i>	<i>Address</i>	<i>Phone #</i>	<i>Amount of Subcontract</i>	<i>Section 3 Category</i>

APPLICATION CERTIFICATION

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, fraudulent statement or entity, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. The undersigned fully understands that false statements or information are punishable under Federal and State Law, and that the business may be removed from the Dayton Metropolitan Housing Authority (DMHA) vendor list for false statements of information. The undersigned also realizes that DMHA may verify any information provided by the vendor within this Section 3 Business Certification Form.

The vendor hereby waives and releases any right the vendor may have or assert against the Dayton Metropolitan Housing Authority by virtue of its reliance on information provided by outside investigatory or informational agencies. Vendor acknowledges that DMHA will include the business (if applicable) within its database for the applicable Section 3 category. Such information may be submitted to other vendors as a form or reference the vendor may utilize in order to meet its DMHA Section 3 requirements. Nothing contained with this Section 3 Certification Form is to be interpreted as a promise by Dayton Metropolitan Housing Authority to contract with the vendor.

(Name of Corporation)

Signature of Authorized Representative

By: _____
(Please Print Name of Above Signed Representative)

Title: _____

SECTION 3 NARRATIVE ACTION PLAN
(MUST BE FILLED OUT FOR A VALID BID/PROPOSAL)

Please outline your strategy in complying with Section 3 contracting and hiring goals.

I. Overview

- Description of the project's work detail
- Proposed contracting opportunities for Section 3 businesses
- Proposed positions for new hires (job description, if available)

II. Describe how your company will advertise contracting opportunities and open positions

III. Implementation Schedule

- Provide an overview of the activities involved in executing Section 3 plan (ex. hiring/contracting process and benchmarking, expanding the pool of candidates for a new position or a contract by contacting DMHA and/or job and training organizations in the community to identify qualified individuals and business concerns, etc.).

IV. Are there any other *creative* or *innovative* ideas your company would like to implement in order to fulfill your Section 3 compliance obligations? If yes, please describe.

V. Can your company provide training opportunities for public housing residents as an option for meeting your Section 3 requirements? If yes, provide an overview of your training plan.



Section 3 Strategy Commitment and Compliance Assessment

Check One: _____ Date of Plan: _____
Initial Plan _____
Revised Plan _____

1. Organization Name:	
2. Address:	
3. Contact Name:	4. Title
5. Contact Phone Number:	6. e-mail address

7. Reporting Period:	_____ to _____
8. Contract Funding Code:	
9. Date Submitted:	
10. Contract #	

Contracts to be Awarded

Goal	DMHA Use Only
1. Construction Contracts	Actual
A. Total dollar amount of all contracts to be awarded on project:	\$
B. Total dollar amount of contracts to be awarded to Section 3 businesses/residents:	\$
C. Percentage of total dollar amount to be awarded to Section 3 Businesses/res-s (10% min):	%
2. Non-Construction Contracts to be Awarded	Actual
A. Total dollar amount of all contracts to be awarded on project:	\$
B. Total dollar amount of contracts to be awarded to Section 3 businesses/residents:	\$
C. Percentage of total dollar amount awarded to Section 3 Businesses/residents (3% min):	%
D. Total number of Section 3 businesses receiving contracts (including prime contractor):	

Summary

DMHA Use Only	Verified	Date	Method*
Indicate the efforts to be made to hire low- and very low-income persons and subcontract with Section 3 Business Concerns.			
Attempt to recruit low-income residents through:			
Local advertising media			
Signs prominently displayed at the project site			
Contacts with community organizations and public or private agencies within Montgomery County			
Other similar methods:			
Participate in a HUD program or other program which promotes the training or employment of Section 3 residents			
Participate in a HUD program or other programs which promotes the award of contracts to business concerns which meet the definition of Section 3 Business Concerns.			
Coordinate with Youthbuild Programs operating within Montgomery County.			
Other, describe below: (attach second page as necessary)			

The information above represents our company's strategy and minimum commitment towards complying with Section 3 Requirements.	
Agreed to this _____ day of _____ by _____ (signature)	* Attach documentation used for verification
Name and Title of Authorized Officer:	Verification performed by:



# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
VERY LOW-INCOME	\$21,750	\$24,850	\$27,950	\$31,050	\$32,550	\$36,000	\$38,500	\$41,000
LOW-INCOME	\$34,800	\$39,750	\$44,750	\$49,700	\$53,700	\$57,650	\$61,650	\$65,600

Non-Collusive Affidavit: The undersigned party hereby certifies that this proposal/bid is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror 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 any other offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other offeror, or to secure any advantage against the Dayton Metropolitan Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Disclosure: The undersigned certifies that I, nor any member of my immediate family does not now, and has not for the preceding two years, had any interest, whatsoever, whether direct, or indirect, in DMHA or any of its members or officials including but not limited to any interest which yields or has the potential of yielding directly or indirectly a monetary or other material gain or benefit with any employees, officers and commissioners of DMHA and members of their immediate family, or 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 DMHA members of their families or employment or services rendered as a member, official or officer of DMHA.

Signature: _____

Signature: _____

Title: _____

(Company Name)

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of _____ to afford equal opportunity for employment to all individuals regardless of race, color, religion, sex, or national origin. The corporation is basically committed to this policy by our status as a Federal Government contractor. We are far more strongly bound to the policy by the fact that adherence to the principles involved is the only acceptable American way of life. Therefore, this corporation will take affirmative action to ensure that we will (1) recruit, hire, and promote all job classifications without regard to race, color, religion, sex or national origin, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, company sponsored training, education, tuition assistance, social recreation programs will be administered without regard to race, color, religion, sex, or national origin, except where sex is a bona fide occupational qualification. Additionally, intends full compliance with handicapped and veteran affirmative action requirements.

The successful achievement of a nondiscriminatory employment program requires a minimum of cooperation between management and employees. In fulfilling its part in this cooperative effort management is obligated to lead the way by establishing and implementing affirmative action procedures and practices which will ensure our objective, namely equitable employment opportunity for all. Minority and female employees are encouraged to participate in all company activities and refer applicants.

I have designed _____ to be assisted by

_____ to direct the establishment of and to monitor the implementation of personnel procedures to guide our affirmative action program. This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal employment opportunity area.

Supervision has been made to understand that their work performance is being evaluated on the basis of their equal employment opportunity efforts and results, as well as other criteria. It shall be a responsibility of supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

Signature: _____

Title: _____

Date: _____

NOTE: Prime and Subcontractors with contracts of \$500,000 or more, must designate in their policy statement the liaison officer who will administer the Contractor's "Minority Business Enterprise Program."

CONTRACTOR'S CERTIFICATION CONCERNING EEO

COMPANY: _____

[illegible]

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions*

(*Note: Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds.)

Title 24 Code of Federal Regulations Part 24 requires that Dayton Metropolitan Housing Authority (DMHA) not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. You are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 Code of Federal Regulations Part 24.

If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:

- *List of Parties Excluded From Federal Procurement and Nonprocurement Programs, issued by the U.S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402 (Reference Stock # 722-002-00000-8). The telephone number is 202-512-1800.*
- *Internet access is also available at <http://epls.arnet.gov>*

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or _____
(Contractor's/Company Name)
for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signed: _____
(Authorized Recipient Name/Title)

Date: _____

Print Name: _____

Organization: _____

RFP#: _____

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official _____

Title _____

Signature _____

Date _____

X

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. The data given must be clear and comprehensive.

1. Name of Bidder:
2. Business Address:
3. Business Telephone/ Fax Numbers:
4. Year the business was established:
5. State in which you are incorporated:
6. Credit available for this contract \$
7. Contracts now on hand, gross amount \$
8. How many years have you been engaged in the contracting business under your present firm or trading name?
9. Type of organization (corporation, partnership, proprietorship, company, d.b.a.)
10. Have you ever refused to sign a contract for the amount of your original bid?
11. Have you ever defaulted on a contract?
12. Have you, within the past five (5) years, completed a minimum of ten (10) projects of similar scope and complexity?
13. **On an attached sheet,** please submit a list of these projects including the contract price, description of work, location and telephone number of contact person to verify work performance.
14. Name and Telephone Number of bonding company:
Contact person at bonding company:
15. Will you upon request furnish any other information that the Dayton Metropolitan Housing Authority may require?
16. The undersigned hereby authorizes and requests any person to furnish any information requested by the Dayton Metropolitan Housing Authority in verification of the recitals comprising this Statement of Bidder's Qualifications
17. **Remarks:**

AUTHORIZATION TO RELEASE INFORMATION

The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the Dayton Metropolitan Housing Authority, in verification of the recitals comprising this Statement of Bidder's Qualification.

Dated this _____ day of _____ 20____

(Name of Bidder)

By:

(Signature of Bidder's Representative)

(Title)

REFERENCE RELEASE FORM

For

DMHA RFP# _____ JOB TITLE _____

Being _____ of _____, I hereby
Title Company Name
 give DMHA authorization to check our company's previous performance.

Authorization Signature: _____

RETURN FIVE (5) SIGNED ORIGINALS OF THIS FORM TO DMHA WITH PROPOSAL

Reference:

Company Name: _____

Company Address: _____

Contact Person: _____

Telephone No _____ Fax _____ Email _____

Dear Sir or Madam:

The vendor mentioned above has submitted your company as reference in response to a proposal received by our office.

To assist DMHA in the evaluation of this vendor's proposal, please complete the information below and return this form in the postage paid envelope provided as soon as possible.

1. Nature of service provided

2. Dollar amount of agreement \$ _____

3. Performance: (Circle One)

Excellent

Good

Average

Poor

4. Would you enter into an agreement with this company? _____

5. Comments:

 Title (Use Reverse Side if needed)

 Signature

Thank you for your assistance in this manner.

Should you have any questions please contact:

Pamela K. Randall, Purchasing Manager: pamr@dmha.org, 937-910-7613 or
 Valentina Lootens, Contracts Administrator: vlootens@dmha.org, 937-910-7617.

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Title Company Name
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Title Company Name
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Telephone No _____ Fax _____ Email _____

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For

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Title Company Name
 give DMHA authorization to check our company's previous performance.

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Company Address: _____

Contact Person: _____

Telephone No _____ Fax _____ Email _____

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REFERENCE RELEASE FORM

For

DMHA RFP# _____ JOB TITLE _____

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Title Company Name
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 Valentina Lootens, Contracts Administrator: vlootens@dmha.org, 937-910-7617.

Decline To Bid For The Reason Checked

- | | |
|---|--|
| ☐ I can not Comply With Specifications | ☐ I can not meet delivery requirements |
| ☐ Unable to Identify the Item(S) | ☐ I do not regularly manufacture or sell the types of item(s) involved. |
| ☐ Other (Specify) | |

-
- | | |
|--|--|
| ☐ I do desire to be retained on mailing list for future procurement of this type item involved. | ☐ I do not desire to be on the mailing list for future solicitations of this type item(s) involved. |
|--|--|
-

(Fold and Mail to the Address Below)

FROM:

AFFIX STAMP HERE

TO: Dayton Metropolitan Housing Authority
Attn: Pamela K. Randall, Purchasing Manager
400 Wayne Avenue
P.O. BOX 8750
Dayton, Ohio 45401-8750
Fax (937) 910 7628

