LOUISVILLE METRO HOUSING AUTHORITY

3223 South Seventh Street Road
Louisville, Kentucky 40216

EVICTION PREVENTION SERVICES

PROPOSAL # 1518

MAIL DATE: April 22, 2020
PRE-BID CONFERENCE: April 28, 2020 @ 10:00 a.m.
OPEN DATE: May 12, 2020 @ 10:00 a.m.
# EVICTION PREVENTION SERVICES

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Advertisement for Bids and Brief Scope of Work</td>
</tr>
<tr>
<td>B</td>
<td>Instructions to Bidders (HUD – 5369)</td>
</tr>
<tr>
<td>D</td>
<td>Non-collusive Affidavit</td>
</tr>
<tr>
<td>M</td>
<td>MBE, Section 3, and EEO Contract Requirements, Forms and Documents</td>
</tr>
<tr>
<td>V</td>
<td>Project Specific Information</td>
</tr>
</tbody>
</table>

*END OF INDEX*
SECTION A
ADVERTISEMENT/INVITATION FOR BIDS
AND
BRIEF SCOPE OF WORK
OPENING DATE: May 12, 2020
OPENING TIME: 10:00 A.M.
PROPOSAL # 1518
TITLE: EVICTION PREVENTION SERVICES

The Louisville Metro Housing Authority (LMHA) is requesting proposals to provide services in connection with the above referenced project. Interested parties can obtain a Request For Proposal (RFP) booklet from LMHA Purchasing Department, 3223 South 7th Street Road, Louisville, KY 40216.

The Louisville Metro Housing Authority is exempt from Federal Excise Tax and State Sales Tax. Exemption certificates for either of these taxes will be furnished to the successful bidder.

The Louisville Metro Housing Authority reserves the right to reject any or all bids and/or, to accept any bid submitted on a "per-item" basis.

All bids and quotations will remain firm for ninety (90) days.

Bidder must acknowledge the attached Non-Collusive Affidavit.

The bids on this proposal will be publicly opened in the office of the Louisville Metro Housing Authority’s Purchasing Department via Zoom, Meeting ID: 266 553 128 Password: 038886, on the date and time specified above. Bidder must acknowledge the attached applicable special conditions.

NOTICE

THREE (3) signed copies, one marked original and two marked copy, of the bid documents shall be enclosed in the envelope which shall be sealed and clearly labeled “Bid Documents”, so as to guard against any opening prior to the opening time stated above. The bidder shall also be responsible for placing the firm’s name, proposal number, and the opening date and time on the outside of the envelope.

FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION

Bid proposals shall be addressed to:
Louisville Metro Housing Authority
ATTN: Steven Webb
3223 South 7th Street Road
Louisville, KY 40216

APPROVED BY REQUESTING DEPARTMENT:

AUTHORIZED FOR RELEASE: ____________________________
Purchasing Agent
ADVERTISEMENT FOR BID

THE LOUISVILLE METRO HOUSING AUTHORITY WILL ACCEPT SEALED PROPOSALS FOR:

EVICTION PREVENTION SERVICES

Proposal # 1518

A pre-bid meeting will be convened at 10:00 a.m. on April 28, 2020


BID PROPOSALS WILL BE ACCEPTED UNTIL 10:00 A.M. ON May 12, 2020.

SPECIFICATIONS ON THE ABOVE-MENTIONED PROPOSAL MAY BE EXAMINED AT THE LOUISVILLE METRO HOUSING AUTHORITY PURCHASING DEPARTMENT LOCATED AT 3223 S. 7TH STREET ROAD, LOUISVILLE, KY 40216.

THE LOUISVILLE METRO HOUSING AUTHORITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS AND/OR WAIVE ANY INFORMALITIES IN THE BIDDING.

THE LOUISVILLE METRO HOUSING AUTHORITY IS AN EQUAL OPPORTUNITY EMPLOYER.

STEVE WEBB
PURCHASING AGENT
SECTION B
INSTRUCTIONS TO BIDDERS (HUD-5369)
Instructions to Bidders for Contracts
Public and Indian Housing Programs
Table of Contents

Page

Certificate of Independent Price Determination 1
Contingent Fee Representation and Agreement 1
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions 1
Organizational Conflicts of Interest Certification 2
Bidder's Certification of Eligibility 2
- Minimum Bid Acceptance Period 2
- Small, Minority, Women-Owned Business Concern Representation 2
Indian-Owned Economic Enterprise and Indian Organization Representation 2
Certification of Eligibility Under the Davis-Bacon Act 3
Certification of Nonsegregated Facilities 3
Clean Air and Water Certification 3
Previous Participation Certificate 3
- Bidder's Signature 3

Certificate of Independent Price Determination

The bidder certifies that—

(1) The prices in this bid have been arrived at independently, honestly, and without the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor, or with any other person, firm, or corporation. The prices in this bid have been arrived at in good faith, without any collusion or conspiracy.

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

(3) No attempt has been made or will be made by the bidder to influence the award of the contract, including the award of any other contract, by soliciting or accepting any services or favors from any person or company. If such solicitation or acceptance has been made or attempted, the bidder shall make immediate full written disclosure to the PHA/IHA.

- Each signature on the bid is considered to be a certification by the person or company to which the solicitation is directed.

Bidder's Signature

[Insert name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of the person in the bidder's organization;]

[Insert name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of the person in the bidder's organization;]

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who either consents, or proposes to exert improper influence to solicit or obtain contracts or holds out as being able to obtain any contract(s) through improper influence.

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

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

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

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(a) The definitions and prohibitions contained in Section 1352 of Title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.
The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHAs/HFAs minimum requirement. The bidder allows the following acceptance period:

(e) A bid allowing less than the PHAs/HFAs minimum acceptance period will be rejected.

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

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

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

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

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

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

(2) Black Americans
(3) Hispanic Americans
(4) Native Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or
omnirunity including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

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

1) By the submission of this bid, the bidder certifies that neither it or any person or firm who has an interest in the bidder’s firm is a bison of firm ineligible to be awarded contracts by the United States government by virtue of section 3(a) of the Davis-Bacon Act or 29 FR 5.12(e)(1).

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

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

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

1) The bidder’s attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

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

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

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

1. Obtain identical certifications from the proposed subcontractors;

2. Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

(a) The bidder shall complete and submit with his/her bid the Form HUD-2830, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

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

13. Bidder’s Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)
Preparation of Offers

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.

Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type his name on the offer sheet and each continuation sheet on which it is made. The offer shall be accompanied by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of the agent's authority, unless that evidence has been previously furnished to the HA.

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

Submission of Offers

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.

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

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

Amendments to Solicitations

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

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;
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.

Explanation to Prospective Offerors

Prospective offerors 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 expiration of their offer. Oral explanations or instructions given as part of the award of the contract will not be binding. Any information received 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 offeror would be prejudiced to any other prospective offerors.

Responsibility of Prospective Contractor

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, 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 list 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.

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 if:

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), (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 of 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 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 of the offer, modification, or withdrawal shall be processed as it filled postmark. "Postmark" means a printed, stamped, or otherwise placed within twenty-four hours of mailing. Therefore, offers should request the postal clerk to place a hand cancellation date stamp of the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt of the offer at the HA is the time/date stamp of the officer of the offer 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 telexgram) or facsimile machine transmission received at any time before award. Proposals shall be withdrawn in person by the 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 informality 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:]

form HUD-3369-B (6/93)
ref. Handbook 7450.1
General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

Public Reporting Burden for this collection of information is estimated to average 0.04 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. 20410-3800; 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 addresses.

Applicability. This form HUD-8370-C has 2 Sections. These sections must be inserted into non-construction contracts as described below:

1) Non-construction contracts (without maintenance) greater than $165,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 656.105) greater than $2,000 but not more than $165,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $165,000 - use Sections I and II.

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 descriptions 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.

Changes
(a) The HA may at any time, by written order, and without notice to the Contractor, 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 the 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 offset 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, may, 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 transcription.
(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:
(1) appeals under the clause titled Disputes;
(2) litigation or settlement of claims arising from the performance of this contract or;
(3) 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 of 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) accepted its claim relating to such decision from the final release, and (iii) that the decision is 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 submitted a final voucher and release by the HA, then the final release shall be final and 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:
(1) Award of the contract may result in an unfair competitive advantage; or
(2) 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 services 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 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 therefrom, 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 25 U.S.C. 5620, 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 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). Aleutian 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 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 interstate 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 10, 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 committees, as defined by the Federal Advisory Committees 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 the person 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 possessed 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 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 resolving 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 resolving that Federal action.

(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.

(ii) Selling activities by independent sales representatives.

(a) 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 demonstrations) 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.

(b) 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.

(c) 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.

(d) 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 terms 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 not 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 adopt schedules and perform the work under this contract to accommodate the additional work, heading 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 evidence 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 sites 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.
SECTION D

AFFIDAVIT OF NON-COLLUSION
NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of ______________________)
County of ______________________) ss.

____________________________________, being
first duly sworn, deposes and says:

That he/she _____________________________________________

(a partner or officer of the firm of, etc.)

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

__________________________________________

Signature of:

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer; if the bidder is a corporation.

Subscribed and sworn to before me

__________________________________________

this ______ day of __________, 20____.

My Commission expires ______, 20____.
V. PROJECT SPECIFIC INFORMATION

A. Program Summary & Scope of Services
B. Instructions and Notice to Proposers
C. Evaluation Factors for Award
D. Selection Process
E. Request for Proposals (RFP) Interpretation
F. LMHA Options
A. **PROGRAM SUMMARY & SCOPE OF SERVICES**

The Louisville Metro Housing Authority (LMHA) is a high-performing public housing authority with a Moving to Work (MTW) designation from HUD. As of December 2019 LMHA, operated nearly 4,400 public housing units.

This Request for Proposal (RFP) is to advise you that the Louisville Metro Housing Authority (LMHA) is seeking proposals from agencies and service providers (agencies) to perform the following eviction prevention services for the LMHA.

Services shall be performed in accordance with the contract which shall be executed between the LMHA and service provider. The contract price resulting from this proposal shall be firm for a period of one (1) year and the Louisville Metro Housing Authority will enter into a one (1) year contract with the successful offeror. The Louisville Metro Housing Authority may renegotiate a contract with the successful offeror for not more than four (4) additional one (1) year extensions.

Specific services may include:

- Assess resident’s current financial circumstance and how it contributes to late rent payments.
- Provide financial skills counseling and/or classes.
- Refer clients to appropriate agencies that enhance self-sufficiency, household planning, and other supportive service needs.
- Provide financial assistance from a firmly committed source on a one-time basis to LMHA families in an effort to prevent evictions from the LMHA dwelling units.
- Required to report on a monthly basis to the LMHA the services rendered, and outcomes achieved.

Interested agencies must submit a proposal demonstrating an understanding of the required services; evidence of the capacity and ability to perform the work; a fee proposal in the form of the amount to be charged per resident served; and a demonstration of the respondent’s experience and background in performing work of this nature. Also, a firm commitment of funds to pay delinquent rent.

The selected agency will perform eviction prevention services for public housing residents on behalf of the LMHA as outlined above.
B. **INSTRUCTIONS AND NOTICE TO PROPOSERS**

1. **GENERAL**
   The instructions that follow provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format and content of proposals so that proposals are complete, contain all essential information and can be evaluated fairly.

2. **CONTENT OF PROPOSAL**
   a. **Inquiries**
      Inquiries concerning the Request for Proposals (RFP) should be submitted in writing to **Ucresia Sistrunk and Dan Farrell**.
   b. **Submission Contents**
      The proposal shall be numbered and divided into tabbed sections, as follows:
      - **Hud-5369-A** (See Section B of this RFP document)
      - **Response to Evaluation Factors for Award** (See Section V, Section C of this RFP document)
      - **MBE Submittals** (See Section M of this RFP document)

3. **ACKNOWLEDGEMENT OF ADDENDUMS**
   The proposer shall acknowledge in their proposal, receipt of any addendums (s) to this RFP. The proposer's failure to acknowledge an addendum may result in the rejection of the offer.

4. **COMPLETE AND ACCURATE SUBMISSION**
   A proposer's failure to provide accurate information in response to this RFP may disqualify the proposer from further participation in the selection process.

   A proposal may be corrected, modified, or withdrawn, provided the correction, modification, or request for the withdrawal is made by the proposer in writing and is received at the location and time designated in the RFP for final receipt of proposals. After such date and time, the proposer may not change any provision of its proposal in a manner prejudicial to the interest of the LMHA and/or fair competition.

5. **RETENTION**
   All proposals are the property of LMHA and shall be retained by LMHA. Therefore, proposals will not be returned.

6. **CANCELLATION/WAIVER**
   LMHA reserves the right to cancel this RFP or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such a cancellation or rejection is in the best interest of LMHA. LMHA further reserves the right to waive any minor informalities in any proposals received, if it be in the public interest to do so. The decision as to who shall receive a contract award or whether or not an
award shall be made as a result of this RFP shall be at the absolute sole discretion of LMHA. In addition, multiple awards may be made.

7. **KEY PERSONNEL**
   The key personnel specified by the successful consultant are considered essential to the work being performed under the contract. Prior to diverting any key personnel for any reason(s), the consultant shall notify LMHA in writing, at least thirty (30) calendar days in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The consultant shall not change the names of these personnel, before or after contract award without written permission from LMHA.

8. **PART OF CONTRACT**
   The contents of the proposal submitted by the successful proposer(s) may become part of any contract award at the sole discretion of LMHA.

9. **NO COMPENSATION FOR RESPONSE**
   Respondents will not be compensated for work or costs related to preparation and submission of this proposal.

C. **EVALUATION FACTORS FOR AWARD**
   All proposals will be initially reviewed to determine compliance with the proposal format requirements specified within this RFP. Proposals that do not comply with these requirements may be rejected without further review. All remaining proposals will be evaluated based on the evaluation criteria outlined below:

- **Experience & Qualifications (maximum points – 20)**
  Evidence of ability to perform the work, as indicated by profile of professional and technical competence.

- **Firm Commitment of Rental Assistance (maximum points – 30)**
  A letter from the Executive Director, President, CEO or Board Chair detailing the amount and source of funding. Prior to contract execution offeror must provide verification of board approval of funds.

- **Fee (maximum points – 30)**
  Understand you may have to provide different levels of service per resident. Some residents will receive rental assistance, and some will not. Please provide a blended fee per resident served.

- **Capacity (maximum points – 20)**
  Staffing that will provide the services, including numbers of staff, percentages of time and location(s).
D. **SELECTION PROCESS**

The purpose of this RFP is to solicit quality proposals so that LMHA may select the one that best meets its needs and requirements. It is further desired that the RFP process will ensure competitiveness among offerors. LMHA urges all interested offerors to carefully review the requirements of this RFP. Written proposals containing the requested information will serve as the primary basis for selection and possibly supplemented by other means as described below.

All proposals will be reviewed by LMHA based on the evaluation criteria contained in this RFP. LMHA will select the top firm(s) based upon the evaluation criteria and LMHA's particular needs. The LMHA reserves the right to include interviews by telephone, video conference or in person if it determines this is necessary.

In order to be considered, proposals must be received at the location listed in Section A no later than 10:00 a.m. local time, on **May 12, 2020** via mail or delivery. Proposals must be sealed, marked with the title of this RFP, and the offeror's name, address, and telephone number. All material must be submitted in an 8½” X 11” format. Submit an original and three (3) additional paper copies.

The above stated deadline is firm as to date and hour. An offeror may select any mode of delivery; however, the risk of no-delivery shall remain with the offeror. LMHA will treat as ineligible for consideration, and will return unopened, any submission that is received after the deadline.

Faxed or e-mailed submissions will not be accepted. All timely submissions become the property of LMHA and will not be returned. Proposals will be held in confidence and not released in any manner after contract award.

E. **REQUEST FOR PROPOSALS INTERPRETATION**

The intent of this RFP is to establish the general scope of work for the services needed and to provide prospective offerors with sufficient information to enable them to provide an acceptable response to this RFP. Every effort has been made to outline requirements and to provide information in a format that is clear and concise. Nevertheless, questions may arise, or additional information may be needed. Questions and inquiries regarding this RFP must be submitted in writing. All inquiries must be received no later than **May 5, 2020** and should be submitted to the attention of Ucresia Sistrunk and Dan Farrell.

Answers will be provided as written addenda to this RFP and mailed out to all potential offerors.

F. **LMHA OPTIONS**

LMHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of LMHA. LMHA further reserves the right to waive any minor informalities, or the failure of any offeror to comply therewith, if it is in the
public interest to do so. LMHA will pay no compensation to any proposer for any costs related to the preparation or submittal of this proposal.

LMHA will reject the proposal of any offeror who is suspended and/or debarred by the U.S. Department of Housing and Urban Development (HUD) from providing services to public housing authorities and reserves the right to reject the proposal of any offeror who has previously failed to perform any contract properly for LMHA.

The determination of the criteria and process whereby proposals are evaluated and the decision as to who shall receive a contract award shall be at the sole and absolute discretion of LMHA.

**Option for Contract Extension:**

*Generally:* This article provides a mechanism for extending the contract for up to ninety (90) days past the initial one-year term. Options may be exercised at the discretion of the Louisville Metro Housing Authority. The option provision exists solely for LMHA’s convenience. If LMHA exercises the option, the Consultant shall, during the option period, continue to perform as prescribed by the contract.

*Duration:* If LMHA exercises the extension option the initial extension shall begin immediately upon the expiration of the first contract term of 365 days and shall extend for up to 90 calendar days. The total combined duration of the original contract term, plus the maximum one, 90-day extension, shall be 455 consecutive calendar days from the date of the original Notice to Proceed.

*Price Increase:* The consultant’s fees will be fixed for the one-year contract term and during any extension.

LMHA may consider the proposed maximum option increase percentage as a factor in assessing the benefit of extending the contract by option – as opposed to issuing a public RFP to secure services for what would otherwise be the option period – as the original contract term nears its end. Naturally, this would be a consideration only if the offeror were awarded the contract in the first place. Offerors are not required to propose increasing their rates or fees.

If LMHA notifies the Consultant that LMHA intends to exercise the option, the Consultant and LMHA shall, within 10 consecutive business days, meet to negotiate an option increase percentage, if any, that will be applied to the Consultant’s rates and fees during the option term. Negotiations shall proceed from the premise that no increase shall be granted except upon the Consultant’s showing of good cause.

**CONDITIONS FOR EXERCISE OF OPTION**

*Exercise at LMHA’s Sole Discretion:* Any option provision contained in this agreement may be exercised only by the Louisville Metro Housing Authority and no language or provision of this instrument, nor any statement or promise by any LMHA agent or
employee, shall be construed as establishing any right in the Consultant to independently trigger or exercise the option.

Notice of LMHA’s Decision: At least thirty consecutive calendar days before the expiration date of the original contract term, LMHA will inform the Consultant of LMHA’s intention to exercise or not exercise the extension option.

If LMHA chooses to exercise the extension option, the Consultant shall, within 10 consecutive business days after receiving LMHA’s notice, meet with LMHA’s Contracting Officer or the Contracting Officer’s Designee to negotiate the terms of the extension. LMHA Board approval is acquired, LMHA shall deliver to the Consultant a modification form memorializing the extension agreement. The modification form shall include an updated Fee Schedule (if any) representing the fees and rates that will apply during the option term. LMHA’s delivery of the modification form shall bind the Consultant to the extension agreement. If LMHA chooses not to exercise the extension option, the Consultant shall complete its performance under the contract as otherwise prescribed.

Option Dependent Upon Consultant’s Responsibility: The Consultant shall take such steps as may be required to maintain its qualifications and ability to at all times during the term of this agreement and to lawfully meet its obligations under this agreement. The Consultant shall, forty-five days prior to the expiration date of the original contract term, provide the following written certification to LMHA:

I __________________________ hereby certify that __________________________ has (principal’s name) __________________________ (company name)

taken all necessary steps to maintain its qualifications and ability to lawfully provide the services required under Proposal #1518 during the term of the option extension, should LMHA choose to exercise the extension option.

Date: __________________________ Signed: __________________________
SECTION M
(v.5370C)

MBE, WBE & DBE, and SECTION 3 PROGRAMS
CONTRACTUAL REQUIREMENTS, FORMS AND DOCUMENTS
LMHA Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disabled Business Enterprise (DBE) and Section 3 Programs

All bidders must comply with the requirements of LMHA's MBE, WBE and DBE, and Section 3 Programs to be considered responsive.

<table>
<thead>
<tr>
<th>THE PARTICIPATION PERCENTAGE GOALS FOR THIS PROJECT ARE:</th>
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<tbody>
<tr>
<td>MBE - TWENTY-FIVE PERCENT (25%)</td>
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<tr>
<td>WBE - TEN PERCENT (10%)</td>
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<td>DBE - ONE HALF OF ONE PERCENT (.5%)</td>
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<th>SECTION 3 REQUIRED NUMERICAL GOALS:</th>
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<td>• AWARD AT LEAST 10% OF THE TOTAL DOLLAR AMOUNT OF THE</td>
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<td>CONTRACT TO SECTION 3 BUSINESS CONCERNS</td>
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<td>• HIRING SECTION 3 RESIDENTS IN A NUMBER EQUAL TO AT</td>
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<td>LEAST 30% OF THE AGGREGATE NUMBER OF NEW HIRES</td>
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I. LMHA Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disabled Business Enterprise (DBE) Programs

A. Generally

This contract includes provisions regarding MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISE (WBE), and DISABLED BUSINESS ENTERPRISE (DBE) solicitation and employment for firms wishing to participate in LMHA federally funded procurement activities that have potential for MBE, WBE, or DBE involvement in accordance with Executive Order 11625.

FAILURE TO MEET THE MBE, WBE and DBE GOALS MAY HAVE A SERIOUS IMPACT ON THE EVALUATION OF A BIDDER'S RESPONSIVENESS!
B. Definitions

The following definitions are used throughout the bid documents and Contract Documents:

1. **MBE** - Means Minority Business Enterprise. That is, a business which is fifty-one percent (51%), or more, owned by one or more persons who are members of a racial minority ("Racial Minority" is defined below), and in which such persons share economic interests and have proportionate control over management, interest in capital, and interest in earnings (minority/non-minority joint ventures are addressed elsewhere in these documents).

2. **WBE** - Means Women Business Enterprise. That is, a business which is at least fifty-one percent (51%) owned by one or more females, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more females; is managed by, and the daily business operations are controlled by one or more females; and is a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

3. **DBE** - Means Disabled Business Enterprise. That is, a business which is fifty-one percent (51%), or more, owned by one or more disabled individuals, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more disabled individuals; is managed by, and the daily business operations are controlled by one or more disabled individual; and is a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

4. **MBE Certification** -- All MBE, WBE, and DBE firms must be certified through either the Tri-State Minority Supplier Development Council, the Louisville and Jefferson County Human Relations Commission, or must provide evidence satisfactory to LMHA of minority ownership.

5. **Racial Minority** - Also called "Minority," means any United States Citizen who is:

   a) **African American** (racial classification 2) - All persons of origins in any black African racial group not of Hispanic origin; or,

   b) **Hispanic American** (racial classification 3) - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish descended culture or origin, regardless of race; or,
c) **Asian American** (racial classification 4) - All persons having origins in any of the Pre-Magellanic peoples of the Far East, Southeast Asia, the Indian Sub-Continent, or the Pacific Islands; or,

d) **American Indian or Native Alaskan** (racial classification 5) - All persons having origins in any of the Pre-Colombian peoples of North America, including Alaska, who maintain identifiable tribal affiliations, through membership and participation or community-identification; or,

e) **Hasidic Jew** (racial classification 6) - All persons having origins in the Hasidic Jewish culture, who maintain identifiable cultural affiliations, through membership and participation or community-identification.

6. **Disabled Person** - Means any person who has a physical or mental impairment which substantially limits one or more of such person's major life activities, or has a record of such an impairment, or is regarded as having such an impairment.

7. **Woman** - Means a person born with the physical and genetic characteristics commonly associated with the female gender as currently defined by the professional medical community.

**Women and disabled persons are not "Minority" persons, for the purposes of this project, unless they also meet one of the above-indicated definitions of a "Racial Minority."**

C. **MBE, WBE, and DBE Certification**

All MBE, WBE, and DBE firms must be certified through the Tri-State Minority Supplier Development Council, 600 W. Main Street, Louisville, Kentucky 40202, (502) 625-0159, or the Louisville and Jefferson County Human Relations Commission, 410 West Chestnut Street, Louisville, Kentucky 40202, (502)574-3631. Certifications from other agencies will be reviewed on a case by case basis. A copy of the certification must be submitted upon request.

**Questions concerning MBE participation may be directed to the Louisville Metro Housing Authority's MBE/Section 3 Coordinator, Norma Ward, at (502) 569-4888 or Ward@LMHA1.org.**

1. Certification through one or more of the listed agencies indicates that a firm meets or exceeds the certifying agency's requirements for MBE, WBE, or DBE certification, however, it should not be construed as implying LMHA approval of such MBE, WBE, or DBE. MBE, WBE, or DBE certification is not indicative of any qualification to perform the work for which the Bidder has proposed the MBE firm. It is the Bidder's inherent responsibility to ensure, **prior to submitting a bid**, that **ALL** proposed subcontractors are qualified.
D. **MBE, WBE, and DBE Participation in LMHA Contracts**

This policy applies to LMHA projects for construction, demolition, renovation, abatement, and similar activities. HUD mandates that the primary procurement responsibility of PHAs is to secure the best goods or services at the best price. However, MBE, WBE, and DBE participation is an integral and highly important part of LMHA’s contracting activities. A minimum MBE, WBE, and DBE participation percentage goal has been established for this project and set forth above. The potential for achieving the MBE, WBE, and DBE participation percentage goal may depend upon the relative availability of MBE, WBE, and DBE firms in the categories of work anticipated. The Contract will be awarded to the responsible and responsive bidder who submits the lowest price, provided award serves LMHA’s best interests.

1. **IN ORDER TO BE CONSIDERED RESPONSIVE**, a bidder must either meet the goals or provide evidence conclusively demonstrating that it made a strenuous, albeit unsuccessful, good faith effort to meet the goals. **Failure to aggressively respond to these requirements** is grounds for rejection of bid as non-responsive.

2. Law prohibits public housing agencies, including LMHA, from mandating MBE, WBE, or DBE participation. Bidders on LMHA projects are not obligated to use MBE, WBE, or DBE goods or services simply to meet the MBE, WBE, or DBE participation goal if the goods or services are available from non-MBE, non-WBE, or non-DBE sources at lower cost or using the MBE, WBE, or DBE would increase the cost of performance. Likewise, this policy shall not be construed as endorsing the representation of MBE, WBE, or DBE participation, when in fact a substantial portion of the participation proposed to be performed by an MBE, WBE, or DBE will be performed by the Contractor or by a third tier, non-MBE, non-WBE, or non-DBE subcontractor. For example:

   If, on the **List of Proposed Subcontractors**, the bidder indicates that an MBE, WBE, or DBE will provide case work and trim carpentry services; and, the MBE, WBE, or DBE intends to, or commonly does, subcontract a substantial portion of its work to third tier non-MBE, non-WBE, or non-DBE subcontractors; such conditions would conflict with the intent of LMHA’s MBE, WBE, and DBE Policy and the bidder's MBE, WBE, or DBE participation percentage would be reduced commensurately and its responsiveness reevaluated accordingly. The foregoing statements should not be construed as diminishing LMHA’s commitment to MBE, WBE, or DBE participation. LMHA is committed to MBE, WBE, and DBE participation and expects contractors to employ MBE, WBE, and DBE firms to the fullest extent feasible.
E. Calculating MBE Participation

1. **General** -- An MBE’s, WBE’s, and DBE’s participation in the Contract may count toward the goal to the extent that the MBE, WBE, or DBE performs Contract work with its own forces or through an MBE, WBE, or DBE subcontractor that uses its own forces. Work that an MBE, WBE, or DBE subcontracts to a non-MBE, non-WBE, or non-DBE subcontractor does not count toward the goal. Any contractor, subcontractor, or joint venture, that claims MBE, WBE, or DBE participation may be required, at any time, to produce evidence that the portion of the total contract price claimed was actually awarded to, performed, or supplied by MBE, WBE, or DBE firms.

2. **MBE, WBE, and DBE Qualifications** -- For their participation to count toward the goal, MBE, WBE, and DBE firms must be currently certified as MBE, WBE, or DBE firms at the time of the bid opening. MBE, WBE, and DBE firms, to participate in the Contract, must meet all the responsiveness and responsibility requirements imposed on other contractors and subcontractors under the Contract.

3. **Commercial Utility** -- The participation of an MBE, WBE, or DBE may count toward the goal only if the MBE, WBE, or DBE performs a commercially useful function in executing the Contract work.

   a) An MBE, WBE, or DBE firm’s function may be commercially useful if it includes direct, day-to-day responsibility for significant work of the Contract and the MBE, WBE, or DBE actually fulfills its responsibilities by performing, managing, and supervising that work.

   b) Responsibility for negotiating prices, determining quality and quantities, ordering, installing, and paying for materials and supplies involved in the MBE’s, WBE’s, or DBE’s portion of the Contract work may, also, indicate commercial utility.

   c) An MBE’s, WBE’s, or DBE’s function is not commercially useful if the firm’s actual role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to present the appearance of MBE, WBE, or DBE participation. In determining whether a firm is an extra participant, LMHA may examine similar transactions, contracts, or projects, particularly those in which MBE, WBE, or DBE firms do not participate.

   d) An MBE, WBE, or DBE that does not perform, bear and exercise responsibility for, at least 12 percent of the total cost of its Contract work with its own forces, or that subcontracts a greater portion of its Contract work than would be expected under normal industry
practice for the type of work involved, is preemptively not performing a commercially useful function. An MBE, WBE, or DBE may challenge the presumption that it is not performing a commercially useful function. Because no privity can exist between LMHA and a subcontractor, MBE, WBE, and DBE subcontractors must assert such challenges through the prime contractor.

e) LMHA may evaluate industry practices, the amount and type of work awarded to the MBE, WBE, or DBE, and any other factors LMHA deems appropriate, to determine whether a function is commercially useful.

4. MBE, WBE, or DBE Prime Contractors -- MBE, WBE, or DBE firms are under the same obligations as any other prime contractor with respect to LMHA’s MBE, WBE, or DBE goals. To receive MBE, WBE, or DBE participation credit, an MBE, WBE, or DBE prime contractor must perform at least 12% of the Contract work with its own forces. MBE, WBE, or DBE prime contractors may be credited with MBE, WBE, or DBE participation to the extent that they perform the Contract work with their own forces and employ MBE, WBE, or DBE subcontractors pursuant to the provisions of this policy. For example:

If an MBE, WBE, or DBE prime contractor will perform $12,000-worth of work with its own forces, and the total contract price is $100,000, MBE, WBE, or DBE participation would be 12%. Thus, if the MBE, WBE, or DBE participation goal was 20%, the MBE, WBE, or DBE prime contractor would be short of the goal and required to either obtain another 8% participation or demonstrate fruitless good faith efforts to obtain another 8% and request a waiver of that portion of the goal.

5. Non-MBE, WBE, or DBE Prime Contractors - may be credited with MBE, WBE, or DBE participation based on the dollar value of that portion of the total contract work subcontracted to MBE, WBE, or DBE firms and performed by such MBE, WBE, or DBE firms using their own forces or through third tier MBE, WBE, or DBE subcontractors that use their own forces. For example:

If a non-MBE, WBE, or DBE prime contractor subcontracts $15,000-worth of the total contract work to one or more MBE, WBE, or DBE subcontractors, and the total contract price is $75,000, MBE, WBE, or DBE participation would be 20% ($15,000/$75,000).

6. MBE, WBE, or DBE Subcontractors -- To receive MBE, WBE, or DBE participation credit, an MBE, WBE, or DBE subcontractor must perform at least 12% of its portion of the Contract work with its own forces. An MBE, WBE, or DBE subcontractor's participation in the Contract counts toward the goal to the extent that the MBE, WBE, or DBE performs Contract work with its own forces and through third-tier MBE, WBE, or DBE subcontractors that use their own forces. Work that an MBE, WBE, or DBE
subcontractor subcontracts to a non-MBE, WBE, or DBE subcontractor does not count toward the goal. For example:

If an MBE, WBE, or DBE firm is subcontracted to fabricate and supply equipment for this project, at least 12% of the fabrication must be performed by the MBE, WBE, or DBE firms’ own forces, in its own facility.

a) A prime contractor shall receive no credit for the participation of an MBE, WBE, or DBE subcontractor unless the prime contractor, before the start of work, delivers to LMHA a fully executed original counterpart of the agreement between the prime contractor and the MBE, WBE, or DBE subcontractor.

b) Such agreement must bear the prime contractor’s and MBE, WBE, or DBE subcontractor’s notarized signatures, must state the price the MBE, WBE, or DBE will receive for its work, and must include a reasonably detailed description of the work the subcontractor will perform.

7. **Joint Ventures** - Joint ventures between an MBE, WBE, or DBE and a non-MBE, WBE, or DBE, bidding and performing as a joint venture prime contractor or sub-contractor, may count toward the goal to the extent of the dollar value of the Contract work performed with the MBE, WBE, or DBE party’s forces. For example:

If the joint venture will perform $35,000-worth of the total contract work with its joint forces, and the MBE, WBE, or DBE party’s forces will perform $15,000-worth of that work, and the total contract price is $100,000, MBE, WBE, or DBE participation would be 15% ($15,000/$100,000).

If, in the preceding example, the joint venture was the prime contractor and employed MBE, WBE, or DBE, WBE, or DBE subcontractors to perform $10,000-worth of the remaining total contract work, MBE, WBE, or DBE participation would be 25% (($15,000 + $10,000)/$100,000).

a) A joint venture shall receive no MBE, WBE, or DBE participation credit unless, before the start of work, it delivers to LMHA a fully executed original counterpart of the joint venture agreement.

b) Such agreement must bear the notarized signatures of all parties to the agreement, must state the sum each party will receive for its work, and must include a reasonably detailed description of the work each party will perform.

c) To be counted at all, the MBE, WBE, or DBE party’s portion of the dollar value of the work must be distinct and clearly defined.

8. **Materials and Supplies** - Any contractor or subcontractor may, under certain conditions, claim MBE, WBE, or DBE participation credit for MBE, WBE, or DBE suppliers who provide materials for the Contract work. MBE, WBE,
or DBE supplier participation is based, generally, on the dollar value of the
goods purchased from the MBE, WBE, or DBE supplier. For example:

Subject to the conditions following this example, if a non-minority prime
contractor purchases $20,000-worth of supplies from an MBE, WBE, or
DBE supplier, and the total contract price is $100,000, MBE, WBE, or DBE
participation would be 20% ($20,000/$100,000). Materials and supplies
purchased from MBE, WBE, or DBE firms for use in the Contract may
count toward the goal as follows:

a) If the materials or supplies are purchased from an MBE, WBE, or
DBE manufacturer, 100 percent of the cost of the materials or
supplies may count toward the goal.

(1) For the purposes of these provisions, a “manufacturer” is a
business entity that operates or maintains a factory or
production facility that routinely produces, on its premises
and in the normal course of its business, materials, supplies,
articles or equipment required under the Contract.

b) Materials and supplies purchased from MBE, WBE, or DBE firms
who are regular retail or wholesale dealers will only be counted
toward the goal at 60 percent of their cost.

(1) For the purposes of these provisions, a “regular retail or
wholesale dealer” is a business entity that:

(a) owns, operates, or maintains a store, warehouse, or
other establishment in which materials, supplies,
articles or equipment required under the Contract are
bought, kept in stock, and regularly sold or leased to
the public in the normal course of business; and

(b) is an established, regular business that engages, as its
principal business and under its own name, in the
purchase and sale or lease of the items required under
the Contract.

(2) A person may be a regular retail or wholesale dealer in such
bulk items as petroleum products, steel, cement, gravel, stone,
or asphalt without owning, operating, or maintaining a place
of business as described above, if the person owns and
operates distribution equipment for distribution of such
products.

(3) Long-term lease agreements by which a regular retail or
wholesale dealer supplements its own distribution equipment
may be acceptable as to the goal, but ad hoc or contract-by-
contract agreements for that purpose are not.
(4) Packagers, brokers, manufacturers' representatives, and other persons who arrange or expedite transactions are not regular retail or wholesale dealers within the meaning of these provisions. Such persons' or entities' participation shall not count toward the MBE, WBE, or DBE goal.

9. Fees or commissions -- charged by an MBE, WBE, or DBE that is neither a manufacturer nor a regular retail or wholesale dealer, for assistance in procuring materials or supplies, or for feed or transportation charges for delivering materials or supplies required under the Contract, may count toward the goal, provided LMHA finds such fees or commissions are reasonable and not excessive in comparison to fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves shall count toward the goal under these circumstances, unless they qualify under one of the other provisions of this subsection.

10. Professional Services -- Fees or commissions charged by an MBE, WBE, or DBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the Contract, may count toward the goal, if LMHA finds them reasonable and not excessive in comparison to fees customarily allowed for similar services.

11. Any contractor, subcontractor, or joint venture that claims MBE, WBE, or DBE participation may, at any time, be required to produce evidence that the portion of the total contract price claimed was actually awarded to, and performed or supplied, by MBE, WBE, or DBE firms.

F. Required Forms

Bidders must submit the following two (2) forms, among others, as a part of the bid proposal, regarding proposed employment of MBE, WBE, or DBE firms on this project:

1. Schedule of Minority Business Participation
   a) The Bidder shall list, on this form, all MBE, WBE, or DBE firms proposed to perform as prime contractors or subcontractors for this project; the type of work to be performed; the anticipated start and completion dates for the work to be performed; and the agreed upon price for the work.
   b) The Bidder, by completing this form, represents that, if awarded this contract, it will enter into formal contracts (provided each MBE, WBE, or DBE is accepted, in writing, by LMHA), in the amounts indicated, with the MBE, WBE, or DBE firms listed on this form.

2. Schedule of MBE, WBE, or DBE Unavailability
a) In the event the Bidder is unable to achieve the MBE, WBE, or DBE participation percentage goal, the Bidder shall list on this form all MBE, WBE, or DBE firms contacted and/or considered, but not proposed to participate in this project, and the reasons they are not proposed to participate.

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**FAILURE TO SATISFY THE MBE, WBE, OR DBE PARTICIPATION PERCENTAGE GOALS MAY HAVE A SIGNIFICANT ADVERSE IMPACT ON A BIDDER'S RESPONSIVENESS!**

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**G. Evidence of Responsiveness**

As evidence that the Bidder has made a significant good faith effort to involve MBE, WBE, or DBE firms in this project, the Contractor, upon request, shall make available to the Louisville Metro Housing Authority such documentation as is described below.

Bidders that fail to meet MBE, WBE, or DBE goals and fail to demonstrate sufficient good faith efforts to merit a waiver, may be required to forfeit their bid guaranty as agreed liquidated damages.

**H. Waiver of MBE, WBE, or DBE Goals**

Minority Business Enterprise participation is a priority objective of this agency and LMHA's MBE, WBE, and DBE policy applies to all construction and abatement contracts. If, because of extreme circumstances, a bidder cannot meet the MBE, WBE, or DBE participation percentage goal, LMHA may grant a full or partial waiver of the goal. LMHA will, however, grant a waiver of the MBE, WBE, or DBE participation percentage goal only upon receipt of persuasive evidence that a bidder has made diligent, albeit ultimately unsuccessful, efforts to meet the MBE, WBE, or DBE participation percentage goal (as further explained below).

1. **Bidders must make every reasonable effort to meet the MBE, WBE, or DBE goals.**

   Limited or merely formalistic efforts are not considered "good faith" efforts. The bidder must demonstrate that, given all relevant circumstances, it actively and aggressively endeavored to meet the MBE, WBE, or DBE goals.

2. **In the event a bidder finds that it cannot fully satisfy the MBE, WBE, or DBE goals of this solicitation, the bidder must submit a written request for a full or partial waiver of the goals and receive approval prior to submission of bid. All request for waivers for MBE, WBE, and DBE must be submitted with the "2nd Day Submission" documents after the bid opening.**

The “MBE, WBE and DBE Waiver Request Information Sheet” can be found on Page 16 of this Section.

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**IF THE BIDDER WILL NOT USE ANY SUBCONTRACTORS OR HAS MET THE FULL MBE, WBE, AND DBE GOALS, IT IS NOT NECESSARY TO REQUEST A WAIVER.**
a) The written request for a waiver must explain how the bidder views and evaluates the subcontractable components of a project and why the bidder was unable to attain the MBE, WBE, or DBE participation percentage goal. The request must also include detailed narrative statements describing the bidder's "good faith" efforts to secure MBE, WBE, and DBE participation. If bidder has requested such waiver from LMHA within the last five (5) years, submit copies of all waiver requests.

3. Examples of "good faith efforts" to attain the MBE, WBE, or DBE goal include, but are not necessarily limited to:

a) Attending scheduled meetings, regarding the project.

b) Providing written notice, (preferably certified mail) to a reasonable number of MBE, WBE, and DBE firms requesting bids. A reasonable number means at least as many MBE, WBE, or DBE firms as non-MBE, WBE, or DBE firms, in each trade category, must be contacted. Copies of certified letters sent to MBE, WBE, or DBE firms requesting bids, and original, signed, receipts, or copies of telegrams soliciting bids from MBE, WBE, or DBE firms, indicating the date of delivery, would be considered evidence of such efforts.

c) Allowing sufficient time (five working days, or more, as time permits) for MBE, WBE, and DBE firms to respond to a written notice. Sufficient time means initiating contact with MBE, WBE, or DBE firms at least as far in advance of the bid date as contact is initiated with non-MBE, WBE, or DBE firms. Original responses from MBE, WBE, or DBE firms indicating the reasons why they do not wish to participate in this project and bids received from MBE, WBE, or DBE firms on those firms' letterhead or standard bid forms would be considered evidence of such efforts.

d) Following up written notification by telephone or other means. Date-stamped copies of telephone conversation records and faxed letters would be considered evidence of such efforts.

e) Contacting MBE, WBE, and DBE assistance agencies and organizations (see Section J of Official Bid Package for lists) and the LMHA's MBE/Section 3 Coordinator at (502) 569-4922, for assistance in locating qualified MBE, WBE, or DBE firms. Date-stamped copies of telephone conversation records and faxed or mailed letters would be considered evidence of such efforts.

f) Selecting portions of the work to be performed by MBE, WBE, and DBE firms in order to increase the likelihood of meeting the MBE, WBE, or DBE goals. Documentation demonstrating that extra
effort was made to solicit MBE, WBE, or DBE bids for categories of work in which MBE, WBE, or DBE firms are particularly well represented in the geographical area of the project would be considered evidence of such efforts.

g) Providing MBE, WBE, and DBE firms with adequate information about the project when requesting quotations (i.e., identifying potential subtrades involved in the project and identifying a potential dollar range for those subtrades). Copies of certified letters sent to MBE, WBE, and DBE firms, and original, signed, receipts, date-stamped copies of telephone records and faxed or mailed follow-up letters, or copies of telegrams sent to MBE, WBE, and DBE firms, would be considered evidence of such efforts.

h) Advertising in general circulation media (e.g., Courier-Journal), and media aimed at minorities (e.g., Louisville Defender), at least 20 days before bids are due. Or, if 20 days are not available, publication for a shorter, but maximum available, period is acceptable. Copies of legal advertisements published as an attempt to obtain MBE, WBE, and DBE involvement would be considered evidence of such efforts.

i) Making efforts to assist MBE, WBE, or DBE firms in obtaining bonding, credit, or insurance. Date-stamped copies of telephone conversation records and faxed or mailed letters to MBE, WBE, or DBE firms and/or bondsmen, creditors, or insurers would be considered evidence of such efforts.

j) Making efforts to meet and negotiate with potential MBE, WBE, and DBE Bidders prior to the bid opening. Copies of certified letters sent to MBE, WBE, and DBE firms and original, signed, receipts, date-stamped copies of telephone records and faxed or mailed follow-up letters, or copies of telegrams sent to MBE, WBE, and DBE firms, would be considered evidence of such efforts.

k) Efforts made by the Bidder to expand its search for MBE, WBE, and DBE firms, beyond the usual geographic boundaries. Documentation demonstrating that such efforts were made would be considered evidence of such efforts.

4. LMHA reserves the right to examine the Bidder’s bid preparation materials, including all requests for bids the Bidder issued to potential subcontractors, the Bidder’s bid calculation work sheets, and the Bidder’s telephone records, notes, and any other information LMHA believes may be helpful in verifying the Bidder’s assertions.

5. LMHA’s “MBE, WBE and DBE Waiver Request” review protocol includes the following steps:
a) The contractor's "MBE, WBE and DBE Waiver Request" and supporting documentation will be reviewed by the MBE, WBE, DBE and Section 3 Coordinator and the appropriate LMHA Directors overseeing the solicitation. The Waiver Request Reviewers Team will collectively make a determination for the appropriate waiver action.

b) The MBE, WBE, DBE and Section 3 Coordinator will send the written recommendation from the Waiver Request Reviewers Team to the Deputy Executive Director. If necessary, the Deputy Executive Director will schedule a meeting with the Waiver Request Reviewers Team for additional dialogue regarding the suggested waiver action.

c) The Deputy Executive Director will forward its and the Waiver Request Reviewers Team's recommendations to the Executive Director for final review and approval. This recommendation will include "MBE, WBE and DBE Waiver Request" and supporting documentation, and a transmittal signature sheet.

d) The MBE, WBE, DBE and Section 3 Coordinator will send a written notification regarding the "MBE, WBE and DBE Waiver Request" decision to the contractor or offeror.

6. The bidder's delivery of a request for waiver does not, in and of itself, ensure that such a request will be granted.

a) A full or partial waiver may be granted only after the Louisville Metro Housing Authority has thoroughly reviewed the project's MBE, WBE, or DBE participation potential. Documentation supporting a request for waiver, if such evidence exists, may be presented to the Louisville Metro Housing Authority's Executive Director for a final decision.

b) If a waiver is granted, and there are no other impediments to the award of the contract, the contract award process may proceed.

c) If a waiver is not granted, or if no request for waiver is received, and the bid is otherwise acceptable, the Louisville Metro Housing Authority may require the Bidder to satisfy the total MBE, WBE, and DBE goals at no additional cost to the Louisville Metro Housing Authority or may deem the Bidder non-responsive.

I. Replacing MBE, WBE, or DBE Subcontractors

1. Any contractor who proposes to replace a proposed or accepted MBE, WBE, or DBE subcontractor must maintain the MBE, WBE, or DBE participation percentage that existed prior to the replacement of that subcontractor, or, if possible, achieve an even greater MBE, WBE, or DBE participation percentage. If the contractor finds it cannot satisfy these requirements, it must submit a request for waiver of the MBE, WBE, or DBE participation percentage goal, as prescribed above.

2. LMHA reserves the right to conduct compliance reviews on minority and non-minority contractors that utilize MBE, WBE, or DBE subcontractors, or
perform as joint ventures. Contractors shall maintain records of all MBE, WBE, or DBE participation for three (3) years following completion of the project. Failure on the part of the contractor to comply with these requirements could result in the withholding of payment, termination of the Contractor's right to proceed with the work, legal fines, imprisonment, or all of the above.

J. Assistance to MBE, WBE, and DBE firms

The Louisville Metro Housing Authority actively works to assist minority vendors and contractors/subcontractors. LMHA is committed to providing equal opportunities for Minority Business Enterprises (MBE, WBE, and DBE firms).

Such opportunities are advertised through newsletters and newspapers, including minority newspapers, minority purchasing councils, and the Department of Housing and Urban Development.

When requested, LMHA will provide special assistance, to the fullest extent possible, to MBE, WBE, and DBE firms, by providing instruction on the preparation of bids, MBE, WBE, and DBE policy, and any other requirements related to LMHA's MBE, WBE, and DBE program, in connection with activities including but not necessarily limited to:

1. Architectural, Engineering, and similar Professional Services contracts;
2. Construction and Maintenance contracts;
3. Purchase Contracts; and,
4. Bank Deposits.

MBE, WBE, or DBE firms, and others, seeking assistance in these areas should first contact:

1. Tri-State Minority Supplier Development Council, 600 West Main Street, Louisville, KY 40202.
   Contact: (502) 625-0159

   Contact: (502) 564-2064

3. Louisville and Jefferson County Human Relations Commission, 410 West Chestnut Street, Suite 300A, Louisville, KY 40202.
   Contact: (502) 574-3631

NOTE: The following forms on pages 15-22 shall be completely filled out and submitted with the bid.
MBE, SECTION 3 AND EEO CONTRACT REQUIREMENTS
FORMS AND DOCUMENTS (v.5370C)

SCHEDULE OF MBE, WBE, AND DBE PARTICIPATION

(Name of Bidder)

For each MBE, WBE, or DBE firm proposed to participate in this project, list the firm's name, business address, category of work, percentage of total bid to be performed by the firm, and the firm's Federal Tax ID number in the space provided below. Use additional sheets if necessary.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

The combined total of MBE participation proposed is ________% of the total bid amount. The combined total of WBE participation proposed is ________% of the total bid amount. The combined total of DBE participation proposed is ________% of the total bid amount.

In addition to completion of this form, a Bidder who has met the MBE, WBE, and DBE goals must submit a copy of the signed sub-bid from each MBE, WBE, and DBE subcontractor listed with its bid.

The bidder, if successful, agrees to enter into a formal contract with each of the above referenced firms, in the amounts indicated, provided those firms are acceptable to the Louisville Metro Housing Authority.

NOTE: With respect to all MBD, WBE and DBE firms, whether proposed or otherwise, Bidder [or Contractor] hereby certifies that it and its fiduciaries and affiliates (i) have engaged in a fair and impartial manner with all such firms; (ii) have not utilized any such firms to obtain any unfair advantage; (iii) have made no negligent or fraudulent representations or misrepresentations to or about such firms; (iv) and there exist no side deals or undisclosed contracts or agreements that would otherwise frustrate the purpose of contracting with any MBD, WBE or DBE firms.

Signature/Title: ___________________________ Date: ______________________

NOTE: Failure to complete and submit THIS form or comply with directions therein is ground for bid rejection.
MBE, WBE AND DBE WAIVER REQUEST INFORMATION SHEET

Contractor's Name: ____________________________________________
Business Address, City, State and Zip Code:
________________________________________________________________________

Telephone Number: ____________________________________________
Contract Person: ________________________________________________

Project Name and Proposal Number: ______________________________

WAIVER REQUESTED FOR: (fill in as needed for any that apply)

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<tr>
<th>MBE:</th>
<th>WBE:</th>
<th>DBE:</th>
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<td>% Requested:</td>
<td>% Requested:</td>
<td>% Requested:</td>
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NOTE: The “MBE, WBE and/or DBE waiver percentages” requested, when added with the “MBE, WBE and/or DBE percentages” proposed on Page 15, must add up to the percentage needed for each category (MBE is 25%; WBE is 10%; and DBE is 0.5%).

STEPS TAKEN TO MEET GOALS: (must choose one for respond for each “step”):

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Provide written notice to potential bidders</td>
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<td>2</td>
<td>Allowed sufficient time to respond</td>
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<tr>
<td>3</td>
<td>Follow-up written notification to potential bidders</td>
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<td>4</td>
<td>Contacting MBE, WBE, and DBE Agencies</td>
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<tr>
<td>5</td>
<td>Selecting portions of work to be performed by MBE, WBE and DBE</td>
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<tr>
<td>6</td>
<td>Advertising in general circulation media</td>
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<tr>
<td>7</td>
<td>Marking efforts to meet and negotiate with potential MBE, WBE and DBE</td>
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</table>

YES | NO

PROVIDE A WRITTEN NARRATIVE OF THE “GOOD FAITH EFFORTS” TAKEN AND RESULTS: (Use Additional Sheets if Necessary):
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

NOTE: With respect to all MBD, WBE and DBE firms, whether proposed or otherwise, Bidder [or Contractor] hereby certifies that it and its fiduciaries and affiliates (i) have engaged in a fair and impartial manner with all such firms; (ii) have not utilized any such firms to obtain any unfair advantage; (iii) have made no negligent or fraudulent representations or misrepresentations to or about such firms; (iv) and there exist no side deals or undisclosed contracts or agreements that would otherwise frustrate the purpose of contracting with any MBD, WBE or DBE firms.

Signature/Title: ____________________________________________ Date: ____________

12/12/2019
**LIST OF PROPOSED SUBCONTRACTORS**

The following list of proposed subcontractors is required to be submitted with each bidder's proposal, in accordance with the requirements of Section C of this solicitation. All subcontractors are subject to the approval of LMHA. **PROPOSED SUBCONTRACTORS AND SUBCONTRACT AMOUNTS SHALL NOT BE CHANGED, NOR SHALL ANY ADDITIONAL SUBCONTRACTORS BE EMPLOYED, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE LOUISVILLE METRO HOUSING AUTHORITY.**

<table>
<thead>
<tr>
<th>NAME OF SUBCONTRACTOR</th>
<th>CATEGORY OF WORK</th>
<th>$ Amount</th>
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<tbody>
<tr>
<td>1.</td>
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(Employer ID numbers must be provided upon request)

Use Additional Sheets If Necessary

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE OFFICIAL BID PACKAGE.**

---

**NOTE:** **WITHIN TWO WEEKS OF CONTRACT EXECUTION, THE GENERAL CONTRACTOR SHALL SUBMIT, FOR THIS CONTRACT, COPIES OF ALL SUBCONTRACTOR CONTRACTS OR WRITTEN AGREEMENTS TO THE LOUISVILLE METRO HOUSING AUTHORITY**

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**NOTE:** If third tier subcontracts are intended, the information on the following page must be provided for each proposed subcontractor.

**NOTE:** With respect to all MBD, WBE and DBE firms, whether proposed or otherwise, Bidder [or Contractor] hereby certifies that it and its fiduciaries and affiliates (i) have engaged in a fair and impartial manner with all such firms; (ii) have not utilized any such firms to obtain any unfair advantage; (iii) have made no negligent or fraudulent representations or misrepresentations to or about such firms; (iv) and there exist no side deals or undisclosed contracts or agreements that would otherwise frustrate the purpose of contracting with any MBD, WBE or DBE firms.

Signature/Title: _______________________________ Date: ______________

12/12/2019
EMPLOYMENT DEMOGRAPHICS

This form to be completed and submitted by the prime contractor and every proposed subcontractor. Failure to complete and submit this form is grounds for rejection.

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<tr>
<td></td>
<td>Last Name</td>
<td>First Name</td>
<td>Job Title</td>
<td>Date Hired</td>
<td>Description of Work</td>
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Certified By: ____________________________

(Authorized Officer’s Signature)

Date: _________________

In witness whereof, I hereunto set my hand and official seal:

______________________________

(Notary’s Signature)

______________________________

(Notary’s Printed Name)

My commission expires ____________________.

AFFIX
NOTARY’S
SEAL

See the following page for instructions for completing this form.

The penalty for making false statements in offers (10 years imprisonment and/or $10,000 fine) is prescribed in 18 U.S.C. 1001.
Instructions for Completing EMPLOYMENT DEMOGRAPHICS Form

1. **Duty to Submit Form** -- Every bidder shall complete the Employment Demographics form (hereafter, the Form). Every bidder shall ensure that each of its sub-bidders also completes the Form. The Bidder shall submit fully executed Forms for itself and each sub-bidder, with its bid, in the package labeled "Supplemental Bid Information."

2. **Space Constraints/Additional Forms** -- If the space provided on a single Form is insufficient to list every employee (see definition below) of the bidder or sub-bidder completing the Form (hereafter, the Entity), such Entity shall use additional Forms. Said Entity shall, however, ensure that each separate Form is dated, signed, and notarized. Each Official Bid Package contains one (1) blank copy of the Form. From that, the Bidder shall make as many copies as needed to ensure compliance with the preceding requirements.

3. **Completing the Form** -- The Form is divided into six numbered columns. Write the appropriate name and check the appropriate box at the top of the Form, then complete each column as follows:

**Columns 1 and 2** -- Identify, by name, each and every employee, officer, principal, and agent of the Entity. Identify every such person (hereafter, the employee), whether or not intended to perform work under or related to this Contract. Be careful to list each employee by last name first. List only proper, legal names, do not list nicknames. Do not list names of persons the Entity employs as independent contractors. If the employee routinely works less than 37 and 1/2 hours per week, write the letter "P" in the left margin adjacent to the employee's name.

**Column 3** -- State the employee's job title (e.g., secretary, laborer, carpenter, CEO). Use the job titles the Entity actually, routinely uses to describe the employee.

**Column 4** -- State the date upon which the Entity hired the employee. If the employee has left the Entity's employ in the past and returned to work for the Entity again, state the most recent date of hire.

**Column 5** -- Describe the nature of the work the employee routinely performs for the Entity. For example, if the employee's job title is "Laborer," the employee's work may be described as "performs unskilled physical labor." Or, a "Secretary" might be described as doing "filing, typing, etc." Use additional lines if necessary, to provide a clear description of an employee's duties.

**Column 6** -- State the employee's race. Use the racial classifications provided in page 2, Section M. If you write "other" or a similar classification in Column 6, attach a signed statement explaining in detail exactly what is meant by such description. Attach a separate signed statement for each employee so described, tailoring each such statement to the employee to whom it refers.

4. Each Form shall be signed and dated by an authorized officer of the Entity and shall be notarized.
AGREEMENT TO NOTIFY LMHA OF JOB OPENINGS

(This form to be completed and submitted by prime contractor and all subcontractors.)

By my signature below, ______________________ (hereafter "the Company"), agrees to the following conditions:

1. The Company shall, if awarded the contract for which this Bid is offered, give LMHA notice of any and all job openings that may arise at the Company during the course of that contract.

2. Such notice shall be in writing and mailed, first class, to LMHA via the U.S. Postal Service within two business days after such opening arises. The notice shall describe the minimum qualifications and requirements of the job, the nature of the work, the expected pay rate or range, the place and manner of submitting applications, the name, address and telephone number of the person to contact to obtain an application or additional information, and the date by which applications must be submitted.

3. LMHA will notify its residents of such job openings and encourage qualified residents to submit applications for employment.

4. The Company will, if it receives an application from a qualified LMHA resident, give that application and applicant the same opportunity and consideration for the job as would be given any other, similarly qualified applicant and, if such applicant is the most qualified applicant and there is no bar to employing the applicant, the Company will hire the applicant for the job if it hires anyone for the job.

Date: ____________________________

By: ____________________________

(Authorized Officer’s Signature)

In witness whereof, I hereunto set my hand and official seal:

__________________________________________  ______________________________________

(Notary’s Signature)  (Notary’s printed name)

My commission expires ________________________.

12/12/2019
STATEMENT OF INTENT TO PERFORM AS A
MINORITY BUSINESS ENTERPRISE CONTRACTOR/SUBCONTRACTOR

(Separate form required for each MBE, WBE, and DBE prime or sub-bidder)

Name of Prime Bidder: ____________________________________________

Name of MBE firm completing this form: ________________________________

The undersigned wishes to perform work in connection with the above referenced project as:

☐ Individual    ☐ Corporation    ☐ Partnership    ☐ Joint Venture

The undersigned hereby confirms its status as a Minority Business Enterprise as defined by LMHA and that a copy of the certification from the agency specified in Section C of this solicitation, or other evidence, is attached hereto.

The undersigned intends to perform the following work in connection with this project (specify, in detail, the work to be performed):

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Bid amount to be entered by sub-contractor $ ______________________

The undersigned MBE projects its start and completion dates for the work as follows:

Project Start: _____________________________  Project Completion: _____________________________

BY: _____________________________  _____________________________

(Signature of MBE’s Principal)  (Name and Title)

THIS FORM MUST BE COMPLETED, and included in this Supplemental Bid Information package, by each and every MBE contractor or subcontractor proposed to participate in this project.

The penalty for making false statements in offers (10 years imprisonment and/or $10,000 fine) is prescribed in 18 U.S.C. 1001.
AFFIDAVIT OF MINORITY BUSINESS ENTERPRISE
(Separate form required for each MBE, WBE, and DBE proposed)

State of ___________________________  County of ___________________________

I hereby declare and affirm that ___________________________ is a Minority
(Bidder’s printed company name)

Business Enterprise (MBE), as defined by LMHA in the bid solicitation and that I am an officer of the
above referenced MBE firm, and that I am authorized to provide information required by LMHA to
support that firm’s representation that it is a Minority Business Enterprise.

I do solemnly declare and affirm, under the penalties of perjury, that the foregoing is true and correct,
and that I am authorized, on behalf of the above-named firm, to make this affidavit.

____________________________________   ______________________________________
(Signature of Affiant)                      (Printed name and title of Affiant)

STATE OF ___________________________, COUNTY OF ___________________________, CITY OF ___________________________

On this __________________ day of ___________________________, 20___,

____________________________________, the undersigned officer, personally appeared before me,
(Printed name of Affiant)

known to me to be the person described in the foregoing Affidavit, and acknowledged that he/she
executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

____________________________________   ______________________________________
(Notary’s Signature)                      (Notary’s printed name)

My commission expires ___________________________.

AFFIX
NOTARY’S
SEAL

THIS FORM MUST BE COMPLETED, and included in this Supplemental Bid Information package, by
each and every minority contractor or subcontractor proposed to participate in this project.

The penalty for making false statements in offers (10 years imprisonment
and/or $10,000 fine) is prescribed in 18 U.S.C. 1001.
II. SECTION 3 PROGRAM REQUIREMENTS

A. Paragraph 21.(f) of Section I, General Conditions is replaced with the following:

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u - Section 3) is to ensure that employment and other economic opportunities shall be to the greatest extent feasible and directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons.

1. Definitions of specific terms are as follows:
   a) New Hires: Full time employees for permanent, temporary or seasonal employment opportunities.
   b) Section 3 Business Concern: A business concern:
      • That is 51% or more owned Section 3 residents; or,
      • Whose permanent, full time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or,
      • That provides evidence of a commitment to subcontracts in excess of 25% of the dollar award of all subcontract to be awarded to business concerns that meet the qualifications set forth in paragraph (1) or (2) above.
   c) Section 3 Resident:
      • A public housing resident; or,
      • An individual who resides in the metropolitan statistical area and who is a low-income person (families, including single persons, whose incomes do not exceed 80% of the median family income) or very low-income person (families, including single persons, whose incomes do not exceed 50% of the median family income).
   d) Subcontractor: Any entity (other than a person who is an employee of the Contractor) that has a contract with the Contractor to undertake a portion of the Contractor's obligation for the performance of work.
2. Contractor's may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth for providing training, employment, and contracting opportunities to Section 3 residents and business concerns as follows:

   a) Awarding at least 10% of the total dollar amount of the Contract to Section 3 business concerns; and

   b) Hiring Section 3 residents in a number equal to at least 30% of the aggregate number of new hires.

3. Contractor's shall provide training and employment opportunities to Section 3 residents in the following order of priority:

   a) Residents of the housing development or developments for which the Section 3 covered assistance is expended;

   b) Residents of other housing developments managed by the Louisville Metro Housing Authority;

   c) Participants in HUD YouthBuild programs in the metropolitan statistical area; and

   d) Other Section 3 residents of the metropolitan statistical area.

4. Contractor's shall award to Section 3 business concerns in the following order of priority:

   a) Business concerns that are 51% or more owned by residents of the housing development or development for which the Section 3 covered assistance is expended, or whose full, permanent workforce includes 30% of these persons as employees;

   b) Business concerns that are 51% or more owned by residents of other Louisville Metro Housing Authority developments, or whose full-time permanent workforce includes 30% of those persons as employees;

   c) HUD YouthBuild programs being carried out within the metropolitan statistical area; and

   d) Business concerns that are 51% or more owned by Section 3 residents, or whose permanent, full time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns in (1) and (2) above.
5. A contractor that has not met the numerical goals set forth has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section.

B. The following paragraph shall be added to Section I, General Conditions:

Employment Demographics Reporting Requirements -- The Contractor and each subcontractor shall complete and submit "Employment Demographics" forms once every month, or more frequently if LMHA so chooses, during the course of the contract.

In completing the forms, the Contractor and each subcontractor shall clearly identify persons newly employed since the last form was submitted (hereafter "New Hires"). The Contractor or subcontractor shall provide the address and telephone number of each New Hire, and shall state whether each New Hire is a Section 3 Resident. The Contractor shall collect the forms and deliver them to LMHA by the seventh calendar day of each such month. LMHA will provide the Contractor with proper, blank forms at the pre-construction conference, from which the Contractor shall make and distribute copies for its own use and its subcontractors' use. The Contractor’s failure to submit a monthly Employment Demographics form, or that of any subcontractor, is ground for termination, for default, of the Contractor’s right to proceed with the work.

C. The following paragraph shall be added to Section I, General Conditions:

Notice of Job Openings -- The Contractor shall notify LMHA of any and all job openings that arise in the Contractor’s company during the course of the Contract. Such notice shall be in writing and mailed, first class, to LMHA via the U.S. Postal Service within two business days after such opening arises. The notice shall describe the minimum qualifications and requirements of the job, the nature of the work, the expected pay rate or range, the place and manner of submitting applications, the name, address and telephone number of the person to contact to obtain an application or additional information, and the date by which applications must be submitted. LMHA will notify its residents of such job openings and encourage qualified residents to submit applications for employment. The Contractor shall, if it receives an application from a qualified LMHA resident, give that application and applicant the same opportunity and consideration for the job as would be given any other, similarly qualified applicant and, if such applicant is the most qualified applicant and there is no bar to employing the applicant, the Contractor shall hire the applicant for the job if it hires anyone for the job. The Contractor’s right to proceed with the work may be terminated, for default, upon failure to perform this obligation.

END OF SECTION M