

**RFP14-01**

**Snow Removal Services for All Sites**

**Butler Metropolitan Housing Authority**

**September, 2014**

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## **Invitation for Bid**

The Butler Metropolitan Housing Authority (BMHA) will receive Bids for the following services:

**Scope of Services:** RFP14-01 - Snow Removal Services for All Sites

Bids will be received until:

**Closing Time:** 10:00 a.m. (local time)

**Closing Date:** 10/20/14

**Where:** Butler Metropolitan Housing Authority  
Procurement Department  
4110 Hamilton-Middletown Road  
Hamilton, OH 45011-6218

**Phone:** (513) 868-5264 FAX (513) 896-9381

A contract will be awarded to the lowest priced responsive, responsible bidder who has complied with the conditions of the specifications.

### **Statements received after the stated time and date will not be considered.**

An information packet will be provided upon request or may be obtained at the BMHA Procurement Department located at 4110 Hamilton-Middletown Road, Hamilton, OH 45011-6218. Questions regarding the specifications should be directed to Rita A. Adams 513-868-5264.

BMHA reserves the right to cancel this Request for Proposal (RFP), or to reject, in whole or in part, any and all submissions received in response to this Request for Proposal, upon its determination that such cancellation or rejection is in the best interest of BMHA. BMHA further reserves the right to waive any minor informalities or the failure of any respondent to comply therewith, if it is in the public interest to do so. BMHA will pay no compensation to any respondent for any costs related to preparation or submittal of the qualifications.

The award will be funded by the U.S. Department of Housing and Urban Development (HUD) and administered by BMHA. HUD reserves the right to review and approve the contract documents and the firm selected by the BMHA.

Pursuant to established BMHA and HUD Affirmative Action and Equal Employment Opportunity goals, all Contractors are advised they must satisfy the goal to utilize qualified minority businesses to perform subcontract work or supply materials and/or equipment for the project and workforce content.

BMHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer.

BUTLER METROPOLITAN HOUSING AUTHORITY  
BY: Rita A. Adams, Accounting Manager

## **1.0 INSTRUCTIONS TO BIDDERS**

### **1.1 Preparation of Offers**

- Bidders 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 bidder's risk.
- Each bidder shall furnish the information required by the solicitation. The bidder shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the BMHA.
- Offers for services other than those specified will not be considered.

### **1.2 Explanation to Prospective Bidders**

Any prospective bidder desiring an explanation or interpretation of the solicitation, statement of work, etc. must request it in writing ten (10) prior to closing date. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment of the solicitation if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective bidders.

### **1.3 Questions**

All questions shall be submitted in writing (postal mail, fax, or e-mail) and should be addressed to

Rita A. Adams  
Accounting Manager  
4110 Hamilton Middletown Road  
Hamilton, Ohio 45011  
Fax # (513) 896-9381  
E-mail address: [radams@butlermetro.org](mailto:radams@butlermetro.org)

Questions may be submitted until 12:00am (midnight) eastern time October 8, 2014. Answers and responses will be distributed to all prospective bidders after that date.

### **1.4 Amendments to Solicitation**

- If the solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- Bidders shall acknowledge receipt of any amendments to this solicitation by:
  - (1) Signing and returning the amendment;
  - (2) Identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer;
  - (3) Letter or telegram, or;
  - (4) Facsimile, if facsimile offers are authorized in the solicitation.

BMHA must receive the acknowledgement by the time specified for receipt of offers. Failure to acknowledge all amendments may result in rejection of the submission.



The Authority will endeavor to provide copies of addenda to all potential respondents to which this Request for Proposal has been mailed, but it will be the responsibility of each respondent to make inquiry as to the existence and content of addenda or amendments, as the same shall become part of this Request for Proposal and all respondents will be bound thereby, whether or not the addenda are actually received by the respondent.

All addenda may be downloaded from [www.butlermetro.org](http://www.butlermetro.org), or may be obtained by contacting Accounting Manager listed in section 1.4

## 1.5 Bid Requirements

All bids must be submitted on the form prescribed by the BMHA in this Request for Proposal (RFP). Bid forms must be signed by an individual authorized to execute contracts for the Company in order to be accepted. Failure to include any of the following information could result in rejection of the bid (forms may be downloaded from [www.butlermetro.org](http://www.butlermetro.org), or may be obtained by contacting Accounting Manager listed in section 1.3):

- A completed Representation Certifications and Other Statements of Bidders Form (HUD-5369-C).
- A completed BMHA Representation and Certification Form (HUD-5369-A).
- Debarment Certification for Prime and all levels of Sub-consultants (HUD 2992).
- Non-Collusive Affidavit for prime and all levels of Sub-consultants.
- Proof of the appropriate insurance coverage:
  - a. Workers Compensation - Statutory Amount
  - b. \$500,000 Automobile liability on owned, non-owned and hired motor vehicles used in connection with this contract.

**A "Certificate of Insurance" must name the BUTLER  
METROPOLITAN HOUSING AUTHORITY as "third party  
insured"**
  - c. General Liability - \$500,000
- Certificate of Corporate Good standing for Prime and **all levels** of Subcontractors.
- Evidence of the appropriate professional licenses as required
- Listing of three (3) references with contact information
- Current client listing as of the bid closing date

Proof of insurance is to be attached to the proposal. Proof of coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain coverage shall be considered in default of the contract and will be grounds for the contracting officer to terminate the contract for default.

Workmen's Compensation, in accordance with State Law for all employees engaged under this contract. Proof of the bidder's current state Workman's Compensation Certificate is to be attached to the proposal. Proof of Workmen's Compensation coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain a current valid uninterrupted

Worker's Compensation certificate will be grounds for the contracting officer to terminate the contract for default.

Please note that HUD Form 5370 (attached in exhibit C) shall become a part of any contract arising out of this Invitation for Bids.

## **1.6 Time for Receiving Bids**

Bids received prior to the closing date and time will be securely kept, unopened. The officer, whose duty it is to open them, will decide when the specified time has arrived. No bid received after the specific time will be considered. The timestamp machine at the receptionist desk at 4110 Hamilton Middletown Road Hamilton, Ohio 45011 will serve as the official time clock.

## **1.7 Bid Withdrawal**

No bid shall be withdrawn for a period of Ninety (90) days subsequent to the opening of the bids without written consent of the BMHA.

## **1.8 Bid Submission**

- Bids must be submitted to the BMHA by **October 20, 2014 at 10:00 a.m. (local time) without exception**, at the following address to be eligible for consideration:

Butler Metropolitan Housing Authority  
Procurement Department  
4110 Hamilton-Middletown Road  
Hamilton, OH 45011-6218

- To assure that your bid arrives at the proper place, on time, and to prevent opening by unauthorized individuals, your bid must be identified on the envelope or package as follows:

### **Request for Proposal**

**TO PROVIDE: Snow Removal Services for All Sites**

**SOLICITATION NO.: RFP14-01**

**DUE: 10/20/2014 BY: 10:00 a.m. (local time)**

- Bids shall be submitted in sealed envelopes or packages using forms furnished by the BMHA. All required forms shall be submitted in the envelope or package(s), which will be clearly marked "Bid Documents" and will show the project name and number, name of bidder and the date and time when bids are due. Once received by the BMHA, bids will not be returned.
- All submissions are the property of the Authority and shall be retained by the Authority. Responses will not be returned. The contents of the documents submitted by the successful respondent(s) may become part of any contract award at the sole discretion of the Authority.
- Facsimile offers, modifications or withdrawals will not be considered.
- Negative or zero prices will cause the whole submission to be deemed a non-responsive submission.
- The PHA/HA may reject any bid as non-responsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced

when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

### **1.9 Late Submissions, Modifications, and Withdrawal of Offers**

- Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered.

### **1.10 Evaluation of Bids**

- The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this Request for Proposal shall be at the absolute sole discretion of the Authority. In addition, multiple awards may be made.

### **1.11 Responsibility of Prospective Contractor**

- The BMHA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must:
  - Have adequate financial resources to perform the contract, or the ability to obtain them;
  - Have a satisfactory performance record;
  - Have a satisfactory record of integrity and business ethics;
  - Have a satisfactory record of compliance with public policy (i.e. Equal Employment Opportunity); and
  - Not have been suspended, debarred, or otherwise determined to be ineligible for award of Contracts by the Department of the U.S. Government. Current lists of ineligible contractors are available for inspection.
- Before a bid is considered for award, the offer may be requested by the BMHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the bidder to provide additional information may render the bidder ineligible for award.

### **1.12 Negotiations with Selected Bidder**

The Authority reserves the right to negotiate any parts of these specifications with the successful bidder.

### **1.13 Trial Period**

The first forty-five (45) days of the Contract shall be a “trial period” as related to the contract services and specification compliance.

A Contractor who is not in compliance during this “trial period” may be terminated by the BMHA within ten (10) calendar days’ of noncompliance. The Contractor shall also have the option to give ten (10) calendar days’ notice of termination to the BMHA during this “trial period” should conditions arise which would preclude the Contractor from complying with the Contract provisions.

Should a Contract termination occur within the trial period, the County shall have the option to make a new Contract award offer to the next ranked, responsible, responsive bidder without re-procuring this service.

### **1.14 Contract Award**

The contract(s) will be awarded to the most responsive and responsible firm, which is most advantageous to the BMHA provided the bid complies with all conditions of the Request for Proposal (RFP). The BMHA reserves the right to reject any and all bids and to waive any informality in the solicitation. The BMHA is prohibited from making an award to firms (including subcontractors) or any

individuals that are on the list of firms ineligible to receive awards from the United States Governments, as furnished by HUD.

### **1.15 Contract Term**

The contract term is for one (1) year, effective November 1, 2014 thru October 31, 2015, with the Authority having the option to renew for an three (3) additional years **at no additional cost** to the Authority, effective November 1, 2015 thru October 31, 2017.

### **1.16 Review of Services for Renewal**

Prior to the end of the twelfth (12<sup>th</sup>) month of the initial Contract BMHA will evaluate the Contractor to determine whether the optional renewal period should be considered. This evaluation will be based on the productivity of the Contractor, as specified by BMHA. The Contractor agrees to provide BMHA with any and all information that BMHA deems necessary and pertaining to the service for evaluation. **OPTIONAL RENEWAL PERIOD(S)**

By mutual consent of BMHA and the Contractor, the Contract may be renewed for one (3) additional twelve (12) month periods ending October 31, 2015. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than the first business day (Monday thru Thursday) of the calendar month in which the current contract period expires. It is understood and agreed that the Contract may be renewed only at the same prices and under the same conditions governing the original Contract, and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the Contract at the end of the current contract period.

### **1.17 Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the BMHA by obtaining written and dated acknowledgement of receipt from the BMHA at the address shown on the cover of this solicitation. Any protest against the solicitation must be received before the due date for receipt of bids or bids, and any protest against the award of a contract must be received within ten (10) calendar days after the award of the contract, or the protest will not be considered. All bid protests shall be in writing, submitted to the contracting officer, who shall issue a written decision on the matter. The determination of the BMHA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless the protestor makes an appeal.

### **1.18 Notice of Award**

All bidders will be notified by mail of the BMHA's selection as soon as possible. A successful bidder will be issued a Notice of Award.

The resulting contract will be an indefinite quantity type contract. The contract terms, except those subject to negotiation, will be in accordance with those provided in this solicitation. Changes in the basic terms of the contract are not acceptable.

### **1.19 Commencement of Work**

The selected firm will be expected to begin work within ten (10) days of receipt of the Notice to Proceed.

### **1.20 Cost of Producing Bid**

The costs of producing bid are the responsibility of the bidder. The BMHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in oral presentation or to participate in negotiations with BMHA for any offer.



## **1.21 Submission Conditions**

**Do not fold or make any additional marks, notations or requirements on the documents to be submitted!** Bidders are not allowed to change the Conditions or Specifications contained herein by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to BMHA by the bidder, such may invalidate that bid. If, after accepting such a bid, BMHA decides that any such entry has not changed the intent of the bid that BMHA intended to receive, BMHA may accept the bid and the bid shall be considered by BMHA as if those additional marks, notations or requirements were not entered on such.

## **1.22 Qualifications of Bidders**

BMHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services and the bidder shall furnish to BMHA all such information and data for this purpose as may be requested. BMHA reserves the right to inspect the bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. BMHA further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder is not properly qualified to carry out the obligations of the contract and to provide the services described therein.

## **1.23 Public Records**

Bidders acknowledge that Butler Metropolitan Housing Authority is a political subdivision of the state of Ohio and is, therefore, required to comply with the Ohio Public Information Act. If a bid includes proprietary data, trade secrets, or information the bidder wishes to except from public disclosure, then the bidder must specifically label each page containing such data, secrets, or information as follows:

### **“PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION**

To the extent permitted by law, information labeled by the bidder as proprietary will be used by BMHA only for purposes related to or arising out of the (a) evaluation of bids, (b) selection of a bidder pursuant to the RFP process, and (c) negotiation and execution of a contract, if any, with the bidder selected.

**Neither a bid, in its entirety, nor the cost section of a bid will be considered confidential / proprietary. Any bid marked as such will be deemed non responsive and eliminated from further consideration.**

## **1.24 Suspended / Debarred**

The Authority will reject the qualifications of any respondent who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the bid of any respondent who has previously failed to perform any contract properly for the Authority.

## **1.25 Key Personnel**

The key personnel specified by the successful bidder will be considered essential to the work to be performed by the successful respondent. Prior to diverting any of the key personnel for any reason, the contractor shall notify the Authority in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The firm shall not change key personnel or hours to be devoted, before or after contract award, without written permission from the Authority.

## **1.26 Prevailing Wage**

The contractor must comply with prevailing wage requirements and U.S. Department of HUD General Conditions (HUD form – 5370).

### **1.27 Assignments**

Unless otherwise agreed to by BMHA's contracting officer, the contractor shall not assign the contract to any other party.

### **1.28 Termination**

Regarding cancellation rights, please review HUD form 5370-C. Termination may occur for (but is not limited by) the following reasons:

- Contractor fails to perform any provisions within the contract
- Contractor fails to supply ample skilled workmen
- Contractor disregards any laws, ordinances, rules or regulations
- HUD funding to the authority is curtailed or reduced
- The convenience of the Authority

### **1.29 MBE/FBE/Section 3**

The Authority has established a goal of 20% minority business enterprise (MBE) and 20% female business enterprise (FBE) and 30% for Section 3 Qualified for contracts exceeding \$10,000. **Please indicate the MBE/FBE/Section 3 percentage for your company on the proposal form.**

### **1.30 Laws to be observed**

Bidder warrants compliance with all Federal, State, and Local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts and administrative bodies or offices in any manner affecting the performance of this contract. Fees and /or costs associated with such compliance are the responsibility of the bidder and not payable by the Authority.

### **1.31 Licensing Requirements**

Contractor shall maintain all licenses required by local, state and federal laws.

### **1.32 Hold Harmless Clause**

The bidder will hold BMHA harmless from any and all negligent actions the bidder or their employee/s cause.

### **1.33 Reasonable Care**

Contractor agrees to use reasonable care at all times while on the Authority property taking care not to damage buildings, etc. Any property noticed to be damaged on day of service, if witnessed, will be the contractors' responsibility.

### **1.34 Breach of Contract**

Any breach of this contract will result in the Authority withholding payment to the bidder until satisfactory results are obtained

### **1.35 Complaints**

All complaints concerning unfinished or unsatisfactory work will be forwarded to the contractor by the Authority. If these complaints are not resolved or satisfactory arrangements are not made within forty-eight hours following the receipt of the complaint, the Authority may, at its option, have the work completed in another manner and the cost of such work shall be deducted from the payment of the contractor.

### **1.36 Compensation**

The contractor is to submit, at the end of each calendar month, an invoice (with proof of service attached) for all services performed during that month. The Authority will issue payment within 30 days of receipt of invoice

- Any additional work, not a part of the specifications, must be approved by the Authority on a separate P.O. in order to receive payment.

### **1.37 Final Payment**

Contractor will furnish any required permits and supply all needed affidavits and lien releases for all labor and materials prior to final payment.

### **1.38 Resident Council Meetings**

Contractor shall attend resident council meetings as requested by BMHA.

### **1.39 Pre Bid Conference**

There will not be a pre bid conference.

### **1.40 Property Damage**

Contractor is to take extreme care not to damage or destroy the Authority or resident's property, including but not limited to personal, building and vehicles. Should any damage be determined, the contractor is expected to settle the loss in an expeditious and professional manner.

### **NOTE:**

**Each bidder may visit the site of each of the listed subdivisions and fully acquaint oneself with the conditions relating to the property to be serviced, so that they may fully understand the facilities difficulties and restrictions. The failure or omission of any bidder to visit each subdivision site shall in no way relieve any obligation to the bid or contract.**

## **2.0 Specifications**

### **2.1 Scope of Work**

In accordance with the terms and conditions set forth, contractor will furnish all tools, materials, equipment and labor necessary to execute the snow removal program in a competent and professional manner.

Plowing will be done in a neat, clean way so that every possible parking space will be available. Snow will be pushed outward and away from the buildings and there will be no significant wind rows or piles of snow on the parking area; all snow will be pushed to the outer perimeter of the plow area or area designated by the Maintenance Director or his assignee.

### **2.2 Sites for snow removal**

53-3	Henry Long Towers 150 South B Street	Hamilton, OH
53-12	Jackson Bosch (Petty Drive) Timberhill Drive off Millville	Hamilton, OH
52-14	Dayton Lane Gardens 122 North 6 <sup>th</sup> Street.	Hamilton, OH
54-17	Mark Petty Plaza 601-627 Concord	Hamilton, OH
COCC	Terry R. Kimmons Admin. Center 4110 Hamilton Middletown Road	Hamilton, OH
55-43	The Townhouse 600 N. Verity Parkway	Middletown, OH
56-41	Townhomes West 1820 South Main Street	Middletown, OH
55-05	Ross Hunt Towers 112 South Clinton Street	Middletown, OH
57-06	Concord Green 601-627 Concord	Middletown, OH
57-07	Freedom Court 4600 Freedom Court	Middletown, OH
56-08	Midtonia Village 2393 South Sutphin Avenue	Middletown, OH

### **2.3 Separate Push**

The entire plow areas will be pushed when snowfall reaches 2" or more. In the event of a re-accumulation of 2" or more of snow with the approval of the Maintenance Director or his assignee to do so, there will be another charge for the push.

### **2.4 Pricing**

Indicate an individual price on the Proposal Form for each site per push.

### **2.5 Drifting**

If drifting occurs after the lot has been plowed, a charge may be made by the contractor if approved by the Authority. Please indicate an hourly rate for this charge on the space provided on the Proposal Form.

### **2.6 De-Icer / Sand application**

If requested by the Authority, chemical de-icer and/or sand will be applied to the entire parking areas when all snow is cleared off. Please indicate an individual price on the Proposal Form for salt/sand application.

### **2.7 Equipment**

Contractor is required to list all equipment at the time of submitting this proposal.

## Submission Requirements

- MBE/WBE: BMHA strongly encourages minority owner, women owned businesses and Section 3 to respond to this RFP. Also, small businesses are encouraged to respond.
- Section 3: BMHA encourages respondents to hire housing authority or low- income residents of Hamilton and Middletown, Ohio.
- Executed Non-Collusive Affidavit
- Executed HUD form 5369-A
- Executed HUD form 2992
- Executed HUD-5369-C Certifications and Representations of Bidders Non-Construction Contract form
- **Form of Bid Exhibit A**
- Three (3) references of previous work similar to this project and show company name, contact person, address, phone and fax number, and email address.



# **EXHIBIT A**

## PROPOSAL FORM - ALL SITES

### GENERAL NOTES:

1. All proposals must be submitted on the forms provided by the Authority.
2. **Do not** alter the wording of this form.
3. Submit completed Proposal Form along with all other required information in a sealed envelope clearly marked "Proposal for Snow Removal Contract for All Sites".

**Snow Removal** will be performed on the following named properties:

		SNOW	APPLICATION CHEMICAL DE-ICER	SAND
53-3	Henry Long Towers 150 S. "B" Street	\$ _____	\$ _____	\$ _____
53-12	Jackson Bosch (Petty Dr) Timberhill Dr. off Millville	\$ _____	\$ _____	\$ _____
52-14	Dayton Lane Gardens 122 N. 6th St.	\$ _____	\$ _____	\$ _____
54-17	Mark Petty Plaza 115 Knapp Dr.	\$ _____	\$ _____	\$ _____
COCC	Kimmons Admn. Center 4110 Hamilton- Middletown Rd.	\$ _____	\$ _____	\$ _____
55-4C	The Townhouse 600 N. Verity Pkwy.	\$ _____	\$ _____	\$ _____
56-4A	Townhomes West 1820 South Main Street	\$ _____	\$ _____	\$ _____
55-5	Ross Hunt Towers 112 So. Clinton St.	\$ _____	\$ _____	\$ _____
57-6	Concord Green 601-627 Concord	\$ _____	\$ _____	\$ _____
57-7	Freedom Court 4600 Freedom Court	\$ _____	\$ _____	\$ _____
56-8	Midtonia Village 2393 So. Sutphin Avenue	\$ _____	\$ _____	\$ _____
<b>TOTAL CONTRACT PRICE</b>		\$ _____	\$ _____	\$ _____

A. If drifting occurs after the lot has been plowed, a charge may be made by the contractor, if approved by the Authority.

Please indicate an hourly rate for this contract \$ \_\_\_\_\_

Please indicate the MBE percentage for your company:

MBE \_\_\_\_\_%

FBE \_\_\_\_\_%

SECTION 3 \_\_\_\_\_%

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant

Date

Signature of Authorized Certifying Official

Title

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

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



# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

---

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

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

#### **4. Organizational Conflicts of Interest Certification**

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

#### **5. Authorized Negotiators (RFPs only)**

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

#### **6. Conflict of Interest**

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

#### **7. Offeror's Signature**

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 12/31/2011)

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

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

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

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

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

#### 2. Withholding of funds

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

#### 3. Records

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

#### 4. Apprentices and Trainees

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



- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
  - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
  - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
  - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

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

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

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

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

#### **7. Subcontracts**

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

#### **8. Non-Federal Prevailing Wage Rates**

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

**Non Collusive Affidavit**

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

\_\_\_\_\_, being first sworn, deposes and

says: That he is \_\_\_\_\_ (president, sole owner, partner,

etc.) of \_\_\_\_\_ (firm name) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that no one 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 the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the Owner or any person interested in the proposed contract: and that all statements in said proposal or bid are true.

Signature of Bidder: \_\_\_\_\_ (if individual)

Signature of Bidder: \_\_\_\_\_ (if partnership)

Signature of Bidder: \_\_\_\_\_ (if corporation)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_, (Notary Public), My commission expires \_\_\_\_\_, 200\_\_

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*



Ohio Department of Public Safety  
**DIVISION OF HOMELAND SECURITY**  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE



**OHIO DEPARTMENT OF PUBLIC SAFETY**  
**Division of Homeland Security**

## **Terrorist Exclusion List**

As of July 20, 2006

### **U.S. Department of State List of Designated Foreign Terrorist Organizations**

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLP)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

**OHIO DEPARTMENT OF PUBLIC SAFETY**  
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**U.S. Department of State Terrorist Exclusion List**

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghanistan)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salafiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

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39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadhus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabililah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

**U.S. Treasury Department's Designated Charities and Potential Fundraising  
Front Organizations for FTOs**

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. WAFA Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)

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11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)  
American Friends of the United Yeshiva (Kahane Chai and Kach)  
American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)  
Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

SECTION 3 PLAN

FOR

BUTLER METROPOLITAN HOUSING AUTHORITY

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### **Exhibits/Forms:**

- |            |  |
|------------|--|
| Exhibit 1: | Certification for Business Concerns<br>Seeking Section 3 Preference            |
| Exhibit 2: | Certification of Residents Seeking<br>Preference in Training and<br>Employment |
| Exhibit 3: | Contracting Policy & Procedure   |
| Exhibit 4: | Special Conditions   |

## **General Policy Statement**

It is the policy of Butler Metropolitan Housing Authority (BMHA) to requires its contractors to provide equal employment opportunity and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The BMHA implements this policy through the awarding of contracts to contractors, vendors and suppliers, to create employment and business opportunities for residents of the BMHA and other qualified low- and very low-income persons residing in Hamilton and Middletown, OH.

The policy shall result in a reasonable level of success in the recruitment, employment and utilization of BMHA residents and other eligible persons and business by BMHA contractors working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies. The BMHA shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to BMHA residents prior to acting on any proposed contract award.

### **Section 3 Purpose**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)(Section 3) requires Butler Metropolitan Housing Authority (BMHA) to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance and business concerns that provide economic opportunities to low- and very-low income persons.



### **Section 3 Contracting Policy and Procedure**

The Butler Metropolitan Housing Authority (BMHA) will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for the use with HUD funding. This policy and procedure contains goal requirements for awarding contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must before submitting bids/proposals to the BMHA be required to complete certification, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as references in the form.

The existing Procurement Policy also contains goal and requirements for awarding contracts to Small Disadvantaged Business, formerly Minority and Women Business Enterprises (M/WBE).

### **Section 3 Action Plan**

The Butler Metropolitan Housing Authority (BMHA), will develop a Section 3 Action Plan to identify the goals, objectives and actions that will be implemented to ensure compliance with the requirements of Section 3.

The BMHA's intent to develop this plan is to include input from various city departments to include and, as well as HUD. Input from other agencies and companies will be included, where applicable.

### **Section 3 Employment and Training Goals**

It is the policy of BMHA to utilize residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with monies from HUB. BMHA has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 135.30 - Numerical goal for meeting the greatest extent feasible requirement). The numerical goal is:

\*\*\*Thirty percent (30%) of the aggregate number of new hires in any fiscal year.

It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. All contractors submitting bids or proposals to the BMHA are required to certify that they comply with the requirements of Section 3.

The Section Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is included in Exhibit 3.

### **Section 3 Program Participant Certification Procedure**

The BMHA will certify Section 3 program participants who reside in the Cities of Hamilton and Middletown and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility, as required (see Exhibit 3 – Section 3 Participant Eligibility for Preference form).

- \*\*\*All persons living in the Cities of Hamilton and Middletown who meet the Section 3 eligibility guidelines can, by appointment, visit with the Section 3 Coordinator to complete a job readiness assessment.
- \*\*\*Once the assessment is complete, the Section 3 Coordinator will determine if the individual meets the eligibility requirements and is job ready.
- \*\*\*If the individual is deemed eligible for Section 3 participation and deemed not ready for employment, a referral will be made to other agencies that are better equipped to address the individual's needs, i.e., substance abuse providers, etc.
- \*\*\*The Section 3 job readiness component is a part of the BMHA's commitment to provide economic opportunities and training to residents/participants to become gainfully employed.

## **Resident Hiring Requirements**

The BMHA has adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in BMHA contracted labor efforts. A prime contractor may satisfy BMHA resident hiring requirements through its subcontractors.

<b><i>TOTAL LABOR DOLLARS TOTAL</i></b>	<b><i>RESIDENT AS A % OF LABOR DOLLARS</i></b>
<b><i>USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS</i></b>	
\$25,000 through \$100,000	10% of the labor dollars
\$100,001 through \$200,000	9% of the labor dollars
\$200,001 through \$300,000	8% of the labor dollars
\$300,001 through \$400,000	7% of the labor dollars
\$400,001 through \$500,000	6% of the labor dollars
\$500,001 through \$1 million	5% of the labor dollars
\$1 million through \$2 million	4% of the labor dollars
\$2 million through \$4 million	3% of the labor dollars
\$4 million through \$7 million	2% of the labor dollars
\$7 million or more	1 – ½% of the labor dollars

With this sliding formula, it is expected that an appropriate number of BMHA public housing residents and neighborhood residents with particular qualifications or willingness to begin unskilled

labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy BMHA resident hiring requirement set forth above.

1. Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by BMHA public residents, or subcontract/joint venture with a business that employs full-time, 30% or more of low- and very-low income individuals within the cities of Hamilton and Middletown, or.
2. Direct hiring of BMHA public housing residents and/or low- and very-low income neighborhood residents based on the Resident Hiring Scale, or
3. Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale, or
4. Contractor makes a contribution to BMHA Education Fund to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set for in the Resident Hiring Scale.

### **Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals**

The BMHA will assist contractors with little or no experience in achieving Section 3 hiring and contracting goals by:

Requiring the contractor to present a list, to the Section 3 Coordinator, of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.

BMHA Section 3 Coordinator will provide the contractor with a list of interested and qualified Section 3 residents for construction projects.

BMHA Section 3 Coordinator will provide the contractor with a list of Section 3 business concerns interested for construction projects.

BMHA Section 3 Coordinator will inform contractor of known issues that might affect Section 3 residents from performing job related duties.

BMHA Section 3 Coordinator will review the new hire clause with contractors and subcontractors to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work to be performed with HUD (federal) funds.

### **Preference for Contracting with Section 3 Business Concerns**

The BMHA, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns in the following order to priority:

\*Category 1: Business concerns that 51% or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.

\*Category 2: Business concerns that are 51% or more owned by residents of the Authority's public housing development(s) other than the housing development where the work is to be performed; or whose full-time, permanent workforce includes 30% of these persons as employees.

\*Category 3: HUD Youthbuild programs being carried out in the Cities of Hamilton and Middletown in which Section 3 covered assistance is expended.

\*Category 4: Business concerns that 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 business); or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

Contractors and subcontractors are expected to extend to the greatest extent feasible, efforts to achieve the numerical goals established by the BMHA.



### **Evidence of Section 3 Certification**

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the BMHA shall complete the Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability form, which can be obtained from the BMHA Section 3 Coordinator. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 program.

Certifications for Section 3 preference for business concerns must be submitted to the Section 3 Coordinator of the BMHA prior to the submission of bids for approval. If the Section 3 Coordinator previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid or proposal.

## **Resident Owned Business Contracting**

The BMHA will consider utilizing the alternative procurement process (Section 24 CFR Part 963) when contracting with businesses owned in substantial part by housing authority residents (resident-owned business) for public housing services, supplies or construction.

To be eligible for the alternative procurement process, a business must submit evidence to BMHA that shows how each of the following requirements have been met:

- \*Submit certified copies of any city, state or county municipal licenses that support the type of business activity for which it performs.

- \*Disclose to the Section 3 Coordinator, all owners of the business, as well as, each owners percentage of ownership and names of those individuals who possess the authority to make decisions on a day-to-day basis.

- \*Submit evidence that the business is able to perform successfully under the terms and conditions of the proposed contract.

- \*Provide a certified listing of all contracts awarded and received under the alternative procurement process within a two-year period. If a resident-owned business has received, under this alternative contracting procedure, one or more contracts (within the two-year period) with total combined dollars of \$1,000,000, then it is no longer eligible for additional contracts under the alternative process until the 2-year period is past.

This alternative procurement policy is based upon the procurement procedure and policy set forth in HUD's regulations at

24 CFR, Part 85.36, but applies only to solicitations of resident-owned business. BMHA will utilize the alternative contracting procedure for resident owned businesses only in cases where it is considered to be in the best businesses, economic and service interest of the Authority.

### **Efforts to Award Contract Opportunities to Section 3 Business Concerns**

The BMHA will use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist:

- \*Advertise contracting opportunities via newspaper, mailings, posting notices that provide information about the work to be contracted and where to obtain additional information.
- \*Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- \*Contact the City of Hamilton and the City of Middletown Business Development Department, business assistance agencies, Minority and Women's Business Enterprises (M/WBE) contractor associations and community organizations to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.
- \*Seek out referral sources in order to ensure job readiness for public housing residents through on-the-job training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.
- \*Seek out training to assist residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, obtain licenses, bonding and insurance.

### **Section 3 Residents Recruitment, Training and Employment Goals**

The BMHA will develop resources to provide training and employment opportunities to Section 3 program participants by implementing the following:

- \*Training opportunities will be advertised by distributing flyers via mass mailing and posting in common areas of the housing developments.

- \*The resident councils, as well as neighborhood community organizations will be contacted to request their assistance in notifying residents of the available training and employment opportunities.

- \*Employment opportunities will be advertised by posting job vacancies in common areas of all of the BMHA housing developments as well as contacting resident councils and neighborhood community organizations.

- \*A database will be developed of certified Section 3 residents and other Section 3 residents of BMHA housing developments.

- \*A database will be developed of eligible qualified Section 3 Business concerns to contact with respect to availability of contract opportunities.

- \*Relationships will be developed with local area employers in an effort to solicit job vacancies to determine skills needed in their workforce, thereby providing training to residents developing skills that will transfer them into the external labor market.

\*A provision for a specific number of public housing or Section 3 program participants to be trained or employed by the contractor will be incorporated into the contract.

### **Employment of Section 3 Participants**

\*The Section 3 Coordinator will conduct a pre-interview with all residents being hired by a contractor.

\*The pre-interview will assess job readiness (i.e., childcare, transportation, work maturity, job retention skills). Only residents meeting the minimum qualifications of the contractor or subcontractor will be referred to the job site. Residents not deemed job ready would be referred elsewhere. It is imperative that the resident's basic needs are met prior to employment.

\*If a resident is referred to a contractor and does not perform satisfactorily due to poor work habits (i.e. tardiness, absenteeism, alcohol/drugs, abusive language, fighting, etc.) she/he will be allowed two additional opportunities to be referred to other contractors. If after that time the resident still does not perform satisfactorily, it will be mandatory that she/he attend and complete a job readiness class, alcohol/drug treatment center, or any other program that she/he may be required to attend. After successful completion, the resident will be given the opportunity to be reinstated on the list of residents available for work.

\*Residents experiencing problems with contractors should first communicate the problem to the employer. If the problem cannot be resolved between the employee and employer, the Section 3 Coordinator will meet with the parties involved to assist in trying to resolve the problem. Residents and employers (contractors and subcontractors) should document problems whenever they occur and record any and all efforts to correct them. The written documentation of the problem should be submitted to the Section 3 Coordinator.

\*In order to qualify for employment with contractors, public

housing residents must have their name(s) on a lease, be current on rent, be at least eighteen years of age and not be involved with any legal action with the BMHA (i.e. current documented eviction, criminal and drug activity or trespassing).

\*Residents not interested in construction employment opportunities will be assessed for other skills (i.e. clerical, administrative, etc.) and will be referred to resources that will help with interviewing techniques, resume preparation and how to dress for success when conducting a job search.

\*Residents interested in pursuing General Equivalency Diploma (GED) and continued training will be referred to resources that the Section 3 Coordinator maintains contact with.



## **Contractor's Requirements in Employing Section 3 Participants**

Under the BMHA Section 3 Program, contractors and subcontractors are required to:

\*Provide employment opportunities to Section 3 residents/participants in the priority order listed below:

**a. Category 1-Section 3 Resident**

Residents of the housing developments for which the contract shall be expended.

**b. Category 2-Section 3 Resident**

Residents of other housing developments managed by the BMHA in the City of Hamilton and City of Middletown.

**c. Category 3-Section 3 Resident**

Participants in HUD Youthbuild program being carried out in the project boundary area.

**d. Category 4-Section 3 Resident**

Residents of Section 8 of the BMHA as well as all other residents residing in the City of Hamilton and the City of Middletown who meet the income guidelines for Section 3 (refer to Section 3 Income Limits).

\*After the award of contracts, the contractor must, prior to beginning work, inform Section 3 participants of the development at which the work will be performed, by providing the following:

- \*names of the Section 3 business concerns to be utilized,
- \*estimates of the number of employees to be utilized for contract,
- \*projected number of available positions, to include job description and wage rates (construction wages consistent with Davis Bacon),
- \*efforts that will utilized to seek Section 3 participants. (See Exhibit 2)
- \*Contractors must notify the Section 3 Coordinator of their interests regarding employment of Section 3 Participants prior to hiring. The Section 3 Coordinator will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness. Additionally, the legal department will be contacted to ensure that individuals are not involved in any legal proceedings against/with the BMHA.
- \*Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.
- \*Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc. and provide this information to the BMHA Section 3 Coordinator.
- \*Immediately notify the Section 3 Coordinator of any problems experienced due to the employment of Section 3 participants.
- \*Immediately notify the Section 3 Coordinator if a participant quits, walks off, or is terminated for any reason. The contractor

must provide written documentation of all such incidents to support such decisions to the Section 3 Coordinator to determine if an investigation is warranted.

### **Internal Section 3 Complaint Procedure**

In an effort to resolve complaints generated due to non-compliance through an internal process, the BMHA encourages submittal of such complaints to its Section 3 Coordinator, as follows:

- \*Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR 135.
- \*Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- \*An investigation will be conducted if complaint is found to be valid. The section 3 Coordinator will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- \*The Section 3 Coordinator will provide written documentation detailing the findings of the investigation of the BMHA. The BMHA will review findings for accuracy and completeness before it is released to complainants. The finding will be made available no later than thirty (30) days after the filing of the complaint.

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

Asst. Secy. For Fair Housing & Equal Opportunity  
United States Department of Housing and Urban Dev.  
451 Seventh Street, SW  
Washington, DC 20410

The complaint must be received no later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

### Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

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

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations 24 CFR part 135, and agrees to take appropriate actions, as provided in applicable provision of the subcontract or in the 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 an 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 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 the contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).



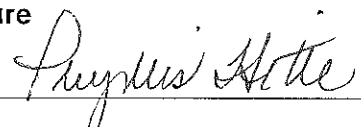




<b>Maintenance Wage Rate Recommendation</b>	<b>U.S. Department of Housing and Urban Development Office of Labor Relations</b>	<b>HUD FORM 4750</b> OMB Approval Number 2501-0011 (Exp. 01/31/2010)
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<b>Agency:</b>  <b>Butler Metro Housing Authority</b> <b>4110 Hamilton Middletown Rd</b> <b>Hamilton OH 45011</b>	<b>Agency Contact:</b> (Person most familiar with the recommendation and its bases.) <b>Name:</b> Ben Jones <b>Title:</b> Deputy Director <b>Telephone:</b> 513.868.5250 <b>Email:</b> bjones@butlermetro.org
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The following wage rates are recommended for maintenance laborers and mechanics engaged in the operation of the low-income or affordable housing developments of the above agency. I certify that this recommendation reflects the wage rates that prevail for maintenance work performed within the operating jurisdiction of this agency. Accordingly, I request that HUD issue the following wage rates for maintenance work performed beginning on: 07/01/2014 (insert agency fiscal year beginning date mm/dd/yyyy).

<b>Executive Director/Designee (Type or print)</b>  <b>Name:</b> Phyllis Hitte	<b>Signature</b> 	
<b>Title:</b> Executive Director	<b>Date:</b> 6/11/2014	
<b>Work Classification(s) / Job Title(s)</b>	<b>Hourly Wage Rates</b>	
	<b>Basic Wage</b>	<b>Fringe Benefits</b>
<b>Maintenance I</b>	<b>\$12.96</b>	<b>\$</b>
<b>Maintenance II</b>	<b>\$13.78</b>	<b>\$</b>
<b>Maintenance III</b>	<b>\$17.07</b>	<b>\$</b>
<b>Crew Leader</b>	<b>\$18.68</b>	<b>\$</b>
	<b>\$</b>	<b>\$</b>
	<b>\$</b>	<b>\$</b>
	<b>\$</b>	<b>\$</b>
	<b>\$</b>	<b>\$</b>
	<b>\$</b>	<b>\$</b>

(Use additional sheets, if necessary.)

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information collection facilitates the determination of prevailing maintenance wage rates pursuant to the U.S. Housing Act of 1937 and the Native American Housing Assistance and Self-Determination Act of 1996.

# PAYROLL



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR	<input type="checkbox"/>	OR SUBCONTRACTOR	<input type="checkbox"/>
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ADDRESS

OMB No.: 1215-0149  
Expires: 12/31/2011

Expires: 12/31/2011

PAYROLL NO.

**FOR WEEK ENDING**

## PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

[illegible]

or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies reviewing this information review the information to determine that employees have received legally required wages and fringe benefits. While completion of Form WH-347 is optional, (40 U.S.C. § 3145) contractors and subcontractors performing work on federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.6(a). The General Act (40 U.S.C. § 3145) requires contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies reviewing this information review the information to determine that employees have received legally required wages and fringe benefits.

## Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S5502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

[DOL Home](#) > WHD

## Wage and Hour Division (WHD)

### Instructions For Completing Payroll Form, WH-347

▪ [WH-347](#) (PDF)

OMB Control No. 1215-0149, Expires 12/31/2011.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control nu

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Part submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing wor contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 31 performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to t week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a co or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and fed review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe l Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rat for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is pay not paid as cash in lieu of fringe benefits. Detailed Instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is n

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechani set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency n worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintair separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hour lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be s "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly comp overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for ove 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classificat amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plan

fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are invo deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payn column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If a project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wa

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, th to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. / have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions mad the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instruc statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to app than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and ove payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note :

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in an applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechan column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe be application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, t basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe ben paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to

#### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determinat the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in secti (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overt

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of inform: searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**Note:** In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you [www.adobe.com/products/acrobat/readstep2.html](http://www.adobe.com/products/acrobat/readstep2.html). To save the completed forms on your workstation, you need to use t For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to y Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

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