

**Request for Proposals
For**

**PUBLIC RELATIONS AND
COMMUNICATIONS CONSULTANT FOR
THE RUSSELL CHOICE
NEIGHBORHOOD
PROGRAMS**

PROPOSAL NO. 1428

For

**LOUISVILLE METRO HOUSING AUTHORITY
CHOICE NEIGHBORHOODS DEPARTMENT**

420 South Eighth Street
Louisville, Kentucky 40203

TIM BARRY

Executive Director and Contracting Officer

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I. Request for Proposals

REQUEST FOR PROPOSALS

Russell Choice Neighborhoods PR/Communications Consultant

Proposal No. 1428

The Louisville Metro Housing Authority is requesting proposals from interested individuals or firms to provide public relations (PR) and communications services in conjunction with a Russell Choice Neighborhood Initiative (CNI) grants and other LMHA programs as needed. Interested parties should contact **Kathleen O'Neil at (502) 569-3461 or oneil@lmha1.org** to receive a proposal packet which contains all pertinent information and forms needed to submit a responsive proposal. Proposal packets may be obtained at the **Louisville Metro Housing Authority Offices at 420 South 8th Street, Louisville, Kentucky 40203.**

This contract consists of providing public PR and communication services in conjunction with a Choice Neighborhood Action grant and Implementation Grant initiatives for the Beecher Terrace public housing development and the Russell neighborhood. It may also involve other LMHA programs and projects from time to time, as needed.

Proposals must be received at the Louisville Metro Housing Authority Purchasing Department at 3223 South Seventh Street Road, Louisville, Kentucky 40216 by 2:00 p.m., Tuesday, February 28, 2017. Please address your proposals to:

Kathleen O'Neil
Executive Planner/Choice Neighborhoods Coordinator
Louisville Metro Housing Authority
3223 South Seventh Street Road
Louisville, Kentucky 40216

The Louisville Metro Housing Authority reserves the right to accept or reject any or all proposals and/or waive any informality in the procurement process. LMHA is an equal opportunity employer and is committed to affirmative action in the involvement of minority business to the maximum extent possible. LMHA encourages MBE firms or individuals to respond. Non-Minority firms or individuals are requested to seek participation of minority businesses as sub-contractors or in partnership arrangements to the maximum extent possible.

II. Instructions to Offerors (Form HUD-5369-B)

Instructions to Offerors Non-Construction

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



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1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

III. Required Certifications (Form HUD-5369-C)

Certifications and Representations of Offerors Non-Construction Contract

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)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

IV. General Conditions for
Non-Construction Contracts
(Form HUD-5370-C)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

V. Project Specific Information

- A. Program Summary & Scope of Services
- B. Instructions to Offerers
- C. Evaluation Factors for Award
- D. Selection Process
- E. RFP Interpretation
- F. LMHA Options

PROJECT SPECIFIC INFORMATION

**PUBLIC RELATIONS AND COMMUNICATIONS
CONSULTANT CONTRACT FOR THE
RUSSELL CHOICE NEIGHBORHOOD
PROGRAMS**

*Louisville Metro Housing Authority
420 South 8th Street
Louisville, Kentucky 40203
Tim Barry, Executive Director*

Issue Date: February 8, 2017

Submission Date: 2:00 p.m. February 28, 2017

A. PROGRAM SUMMARY AND SCOPE OF SERVICES

The Louisville Metro Housing Authority (LMHA) is a high-performing public housing authority which as of January 2017, owned and managed 3,500+ units of conventional and scattered-site housing in Louisville, Kentucky. LMHA also contracts over 10,000 private units through its Section 8 Rental Assistance Program.

It should also be noted that LMHA is currently a “Moving to Work” (MTW) designated Authority. This designation exempts LMHA from much of the Housing Act of 1937 and associated regulations to the extent delineated in the MTW agreement between LMHA and the Department of Housing and Urban Development (HUD).

Over the last two decades, the Authority has undertaken an ambitious program to redevelop all of its large family developments. It has successfully completed two award winning HOPE VI neighborhood revitalizations - Park DuValle in the Park DuValle neighborhood, and Liberty Green in Downtown Louisville in the Phoenix Hill neighborhood. A third HOPE VI revitalization effort is nearing completion at Sheppard Square in the Smoketown neighborhood just south of Downtown Louisville.

On January 16, 2015 LMHA was awarded a \$425,000 Choice Neighborhood Initiative (CNI) planning grant from the Department of Housing and Urban Development (HUD) to develop a Transformation Plan to revitalize Beecher Terrace in the Russell neighborhood. The Beecher site is one of only two remaining large, distressed, barracks-style public housing developments remaining in LMHA’s housing inventory. This “Vision Russell Transformation Plan (VRTP)” was completed in January 2017, and will serve as a roadmap to redevelop the Beecher, and to implement other transformative strategies within the larger Russell neighborhood.

LMHA has received two additional Choice Neighborhood grants from HUD to help with the implementation of the Vision Russell Transformation Plan including a \$1,000,000 CNI Action grant on June 28, 2016, which will be used to make highly visible, physical improvements that enhance and accelerate the implementation of the VRTP.

The Louisville Metro Housing Authority was also awarded a \$29,575,000 Choice Neighborhoods Implementation Grant from HUD on December 12, 2016 for the revitalization of the Russell

neighborhood and redevelopment of the Beecher Terrace housing complex. Louisville, Kentucky is the only city in the country to receive all three HUD Choice Neighborhoods Grants.

Over \$200 million in additional funding sources is being leveraged with the CNI Action and Implementation grants to assist with Beecher's and Russell's transformation. These sources include Community Development Block Grant and general funds from the Louisville Metro Government (LMG), as well as Low-Income Housing Tax Credits (LIHTCs), HUD's Capital and Development Grants and RAD (Rental Assistance Demonstration) program, tax-exempt bond issues, HOME funds, and private debt financing.

An extensive partnership made up of LMHA and LMG staff, along with neighborhood stakeholders and residents are actively involved in implementing Russell's Transformation Plan. Information on grant activities and project progress is continually relayed to partners and the general public using a variety of means including but not limited to community meetings and workshops, press releases, newsletters and a dedicated Vision Russell website (see www.visionrussell.org.)

LMHA is seeking proposals from experienced and qualified individuals or organizations that can offer public relations and communications services for tasks related to the implementation of the Choice Neighborhood grants, and other Authority projects as needed. Given the multi-faceted nature of the Vision Russell Transformation Plan, the CNI grant processes, and other LMHA projects and programs, the Authority may elect to procure more than one PR/Communications consultant, depending on the qualifications of the successful respondents and the specific needs of LMHA.

The PR/Communications consultant may be asked to assist with a variety of tasks in the area of communications and public relations including responding, when requested, to inquiries presented by the media, stakeholders, community members or staff; compiling and presenting factual information as needed for newsletters, fliers, websites, social media and other media outlets; assisting with the coordination of special events, ceremonies, and meetings to convey information relevant to Choice Neighborhood to various groups; and helping with other LMHA programs, projects or events as needed.

The PR/Communications consultant selected will be prohibited from serving in any dual role (e.g. developer, etc.) that may call into question the merit of any services provided to LMHA.

The services provided by the PR/Communications consultant to LMHA shall be on an "as needed" basis. Any dollar values referred to in this RFP in no way constitute a guarantee of a certain dollar amount.

The fee structure for billing services to LMHA shall be on an hourly basis, plus reimbursable expenses. Hourly fees shall be broken down by principals, professional staff and clerical staff. Reimbursable expenses shall require receipts. Any reimbursable expenses exceeding \$500 shall require prior approval by LMHA (such as travel, contracts with sub-contractors, etc.).

No contract awarded pursuant to a proposal submitted in response to this RFP may be assigned either in whole or in part without first receiving written consent of the Louisville Metro Housing Authority. Any attempted assignment, either in whole or in part without first receiving written consent of the Louisville Metro Housing Authority shall have the right, at its option, to terminate the contract.

The PR/communications consultant selected shall be liable for all damages and injury of every kind and character whatsoever which shall occur to any person or persons or property by reason of the negligence of or breach of this contract by the consultant, its agents, employees, or subcontractors. The PR/communications consultant and any subcontractors shall indemnify and hold LMHA, its officers and employees harmless from all claims, suits, and actions brought against LMHA for, or on account of, any damage to person or property arising from negligent acts or omissions committed in connection with the contract. Nothing contained in this section shall be construed to require indemnification by the PR/Communications consultant or its subcontractors for damages caused by or resulting from the negligence of LMHA. The firm entering into this contract shall maintain appropriate insurance to include at a minimum "malpractice".

Services shall be performed in accordance with the contract which shall be executed between the LMHA and the service provider.

The initial contract will be for a one-year period. The contract may be extended up to four additional years in accordance with the terms contained within the contract. The contract amount for providing PR/communications services related to the Choice Neighborhood grants, Vision Russell Transformation Plan processes, and other LMHA projects or programs shall not exceed \$32,000 during the one-year contract and shall be on an hourly basis for services requested and rendered.

B. INSTRUCTIONS TO OFFERORS:

1) GENERAL

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format and content of proposals so that proposals are complete, contain all essential information and can be evaluated fairly. The following represents the extent of the instructions and conditions:

2) SUBMISSION AND CONTENT OF PROPOSALS

a) Inquiries

Questions and inquiries concerning this Request for Proposals (RFP) should be submitted in writing. All inquiries must be received no later than 4:00 p.m. local time, on February 18, 2017 and should be submitted to:

Kathleen O'Neil, Executive Planner, Choice Neighborhoods Coordinator
Louisville Metro Housing Authority
420 South 8th Street
Louisville, KY 40203
oneil@lmha1.org

b) Submission Date

Proposals shall be submitted in original and three (3) copies, prepared in the format and detailed as outlined below, to enable the Authority to make a thorough evaluation. Proposals shall be submitted in sealed envelopes and marked "**Proposal for the Public Relations and Communications Services Contract for the Russell Choice Neighborhood Initiative, Proposal No. 1428**". All proposals must be received no later than 2:00 p.m. local time, on February 28, 2017. Submit proposals to the following address:

**Louisville Metro Housing Authority
3223 South Seventh Street Road**

Louisville, Kentucky 40216

All proposals will be valid for ninety (90) days.

c) Submission Contents

The proposal shall be numbered and divided into tabbed sections, as follows:

- Cover Letter
- Response to Evaluation factors in Part IV, Section C
- Required certifications and attachments: Forms HUD 5369-B, 5369-C and 5370-C, and Insurance Certificate, MBE, Section 3 and EEO

3) ACKNOWLEDGEMENT OF AMENDMENTS

The proposer shall acknowledge in their proposal, receipt of any amendments(s) to this RFP. Proposer's failure to acknowledge an amendment may result in rejection of the offer.

4) RESTRICTION ON DISCLOSURE AND USE OF INFORMATION

A proposer that includes propriety or confidential information in its proposal shall state if this information is not to be disclosed to the public or used for any purpose other than proposal evaluation.

In addition to the requirements above, the proposer shall conspicuously mark each separate sheet containing proprietary or confidential information the proposer wishes to restrict with a notation to that effect.

5) COMPLETE AND ACCURATE SUBMISSION

A proposer's failure to provide accurate information in response to this RFP may disqualify the proposer from further participation in the selection process. A proposal may be corrected, modified or withdrawn, provided that the correction, modification or request for withdrawal is made by the proposer, in writing, and is received at the place and prior to the date and time designated in the RFP for final receipt of proposals. After such date and time, the proposer may not change any provision of its proposal in a manner prejudicial to the interest of the LMHA and/or fair competition.

6) RETENTION

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

7) CANCELLATION/WAIVER

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

LMHA reserves the right to reject any and all offers and consider any and all additional alternatives if the Public Relations and Communications proposals do not meet LMHA expectations for any reason. Final awards will be subject to available funds. Furthermore, LMHA reserves the right to reissue the RFP or to make any other decisions found in the best interest of LMHA, HUD, LMHA residents and any applicable grant agreements.

8) KEY PERSONNEL

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

9) PART OF CONTRACT

The contents of the proposal submitted by the successful proposer(s) may become part of any contract award at the sole discretion of LMHA. LMHA will have a contract prepares and negotiate a fee with the selected proposer. If a fee cannot be successfully negotiated, LMHA will follow the same procedure with the proposer with the second highest point total.

10) NO COMPENSATION FOR PROPOSAL

Proposer will not be compensated for work or costs related to preparation and submission of this proposal.

C. EVALUATION FACTORS FOR AWARD

All proposals will be initially reviewed to determine compliance with the proposal format requirements specified within this RFP. Proposals that do not comply with these requirements may be rejected without further review.

All remaining proposals will be evaluated based on the evaluation criteria outlined below:

1. Experience and Qualifications (maximum points – 30)

Expertise and qualifications of individual/organization to perform required services. (Please provide specific examples of previous assignments similar to those described in Section A.)

Knowledge of and experience with other Choice Neighborhood and/or HOPE VI redevelopment efforts.

2. Timeliness (maximum points – 15)

Compliance with schedules and meeting deadlines.

3. Time Contributed to Project (maximum points – 15)

Availability to provide services and percentage of time anticipated to be contributed by individual, organization staff members and/or subcontractors

4. Fee Proposal Submittal (maximum points – 20)

Fee proposal shall be submitted in the form of a schedule of hourly rates for all personnel that could be assigned to work on a LMHA Project. The contract amount shall not exceed \$32,000 during the one-year contract period and shall only be extended with the express authorization of LMHA and shall be on an hourly basis only for services requested and rendered. The hourly fee can be renegotiated on a yearly basis at the discretions of the Louisville Metro Housing Authority.

5. **References – (maximum points - 20)**

Please provide a list of companies, agencies, and organizations as well as contact person for similar ongoing or complete assignments.

6. **MBE Participation or Affirmative Action Plan or Policy (no rating)**

Plans to utilize MBEs to perform a portion of the work and/or information describing the Attorney's effective Affirmative Action Plan or Policy.

D. SELECTION PROCESS

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

All proposals will be reviewed by LMHA based on the evaluation criteria contained in this RFP. LMHA will select the top firm or firms based upon the evaluation criteria and LMHA's particular needs. The LMHA reserves the right to include interviews by telephone or in person if it determines this is necessary. LMHA will negotiate a fee with the proposer with the highest point total. If an acceptable fee cannot be negotiated, LMHA will follow the same procedure with the proposer with the second highest point total.

In order to be considered, proposals must be received at the location listed in Section B.2.b no later than 2:00 p.m. local time, on February 28, 2017 via mail or delivery. Proposals must be sealed, marked with the title of this RFP (**Proposal for the Public Relations and Communications Services Contract for the Russell Choice Neighborhood Initiative, Proposal No. 1428**), along with the offeror's name, address and telephone number. All material must be submitted in an 8½" x 11" format. Please submit an original and three (3) copies.

The above stated deadline is firm as to date and hour. An offeror may select any mode of delivery; however, the risk, of non-delivery shall remain with the offeror. LMHA will treat as ineligible for consideration, and will return unopened, any submission that is received after the deadline.

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

E. RFP INTERPRETATION

The intent of this RFP is to establish the general specifications for the services needed and to provide prospective offerors with sufficient information to enable them to provide an acceptable response to this RFP. Every effort has been made to outline requirements, and to provide information in a format that is clear and concise. Nevertheless, questions may arise, or additional information may be needed. Questions and inquiries regarding this RFP must be submitted in writing. All inquiries must be received no later than 4:00 p.m. local time, on February 18, 2017 and should be submitted to:

Kathleen O'Neil, Executive Planner, Choice Neighborhood Coordinator
Louisville Metro Housing Authority

420 South 8th Street
Louisville, KY 40203
oneil@lmha1.org

Answers will be provided as written addenda to this RFP, issued by fax and or e-mail to all firms who have requested the RFP, and posted on LMHA's website.

LMHA will endeavor to provide copies of addenda to all potential offerors that have acquired the RFP, but it will be the responsibility of each offeror to make inquiry as to the existence and content of addenda, as the same shall become part of this RFP and all offerors will be bound thereby, whether or not the addenda are actually received by the offeror. Offerors who obtain a proposal package on-line should email their contact information (including company name, address, project manager name, email, phone and fax), to help ensure the receipt of any addendums that might be issued to this RFP.

F. LMHA OPTIONS

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

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

The determination of the criteria and process whereby proposals are evaluated and the decision as to who shall receive a contract award, or whether or not an award or multiple awards shall be made as a result of this RFP shall be at the sole and absolute discretion of LMHA.

Option for Contract Extension:

Generally: This article provides a mechanism for extending the contract for four 365 consecutive calendar day periods. Options may be exercised at the discretion of the Louisville Metro Housing Authority. The option provision exists solely for LMHA's convenience. If LMHA exercises one or multiple options, the Consultant shall, during the option period, continue to perform as prescribed by the contract.

Duration: If LMHA exercises the extension option the initial extension shall begin immediately upon the expiration of the first contract term of 365 days and shall extend for a second 365 calendar days. The total combined duration of the original contract term, plus the maximum of four extension terms, shall be 1825 consecutive calendar days from the date of the original Notice to Proceed.

Price Increase: The consultant's fees will be fixed for the first **two** years of the contract. If LMHA desires to exercise the option and extend the contract beyond the second year, the consultant shall propose a maximum amount, expressed as a percentage, by which the offeror may wish to increase its unit prices (assuming the offeror was awarded a contract in the first place).

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

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

Total Fee Not-To-Exceed \$32,000: Under no circumstances, unless otherwise established by written modification, shall the total fee for services provided during each option extension exceed \$32,000. The total fee paid to the Consultant for services rendered during the original contract period and the four option periods shall not exceed \$160,000.

CONDITIONS FOR EXERCISE OF OPTION

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

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

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

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

I _____ hereby certify that _____ has
(principal’s name) (company name)
taken all necessary steps to maintain its qualifications and ability to lawfully provide the services required under Proposal #1428 during the term of the option extension, should LMHA choose to exercise the extension option.

Date: _____ Signed: _____

VI. Form of Agreement Between Owner and Public Relations and Communications

Form of Agreement between Owner and Public
Relations and Communications Consultant to be
negotiated.

VII. MBE, FBE, DBE
and Section 3 Information

LMHA Minority Business Enterprise (MBE), Female Business Enterprise (FBE), Disabled Business Enterprise (DBE) and Section 3 Programs

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

THE PARTICIPATION PERCENTAGE GOALS FOR THIS PROJECT ARE:

MBE - TWENTY-FIVE PERCENT (25%)

FBE – TEN PERCENT (10%)

DBE – ONE HALF OF ONE PERCENT (.5%)

SECTION 3 REQUIRED NUMERICAL GOALS:

- **AWARD AT LEAST 10% OF THE TOTAL DOLLAR AMOUNT OF THE CONTRACT TO SECTION 3 BUSINESS CONCERNS**
- **HIRING SECTION 3 RESIDENTS IN A NUMBER EQUAL TO AT LEAST 30% OF THE AGGREGATE NUMBER OF NEW HIRES**

I. LMHA Minority Business Enterprise (MBE), Female Business Enterprise (FBE), and Disabled Business Enterprise (DBE) Programs

A. *Generally*

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

All bidders must comply with the requirements of LMHA's MBE Program to be considered responsive.

THE PARTICIPATION PERCENTAGE GOALS For THIS PROJECT ARE:

MBE - TWENTY-FIVE PERCENT (25%)

FBE – TEN PERCENT (10%)

DBE – ONE HALF OF ONE PERCENT (.5%)

**FAILURE TO MEET THE MBE GOAL MAY HAVE A SERIOUS IMPACT
ON THE EVALUATION OF A BIDDER'S RESPONSIVENESS!**

B. Definitions

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

1. **MBE** - Means Minority Business Enterprise. That is, a business which is fifty-one percent (51%), or more, owned by one or more persons who are members of a racial minority ("Racial Minority" is defined below), and in which such persons share economic interests and have proportionate control over management, interest in capital, and interest in earnings (minority/non-minority joint ventures are addressed elsewhere in these documents).
2. **FBE** - Means Female Business Enterprise. That is, a business which is at least fifty-one percent (51%) owned by one or more females, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more females; is managed by, and the daily business operations are controlled by one or more females; and is a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.
3. **DBE** - Means Disabled Business Enterprise. That is, a business which is fifty-one percent (51%), or more, owned by one or more disabled individuals, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more disabled individuals; is managed by, and the daily business operations are controlled by one or more disabled individual; and is a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.
4. **MBE Certification** -- All MBE, FBE, and DBE firms must be certified through either the **Tri-State Minority Supplier Development Council**, the **Louisville and Jefferson County Human Relations Commission**, or **MSD's Minority and Woman Business Enterprise Program**, or must provide evidence satisfactory to LMHA of minority ownership.
5. **Racial Minority** - Also called "Minority," means any United States Citizen who is:
 - a) **African American** (racial classification 2) - All persons of origins in any black African racial group not of Hispanic origin; or,
 - b) **Hispanic American** (racial classification 3) - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish descended culture or origin, regardless of race; or,

- c) **Asian American** (racial classification 4) - All persons having origins in any of the Pre-Magellanic peoples of the Far East, Southeast Asia, the Indian Sub-Continent, or the Pacific Islands; or,
 - d) **American Indian or Native Alaskan** (racial classification 5) - All persons having origins in any of the Pre-Colombian peoples of North America, including Alaska, who maintain identifiable tribal affiliations, through membership and participation or community-identification; or,
 - e) **Hasidic Jew** (racial classification 6) - All persons having origins in the Hasidic Jewish culture, who maintain identifiable cultural affiliations, through membership and participation or community-identification.
6. **Disabled Person** - Means any person who has a physical or mental impairment which substantially limits one or more of such person's major life activities, or has a record of such an impairment, or is regarded as having such an impairment.
7. **Woman** - Means a person born with the physical and genetic characteristics commonly associated with the female gender as currently defined by the professional medical community.

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

C. *MBE, FBE, and DBE Certification*

All MBE, FBE, and DBE firms must be certified through the **Tri-State Minority Supplier Development Council**, 600 W. Main Street, Louisville, Kentucky 40202, (502) 625-0159, or the **Louisville and Jefferson County Human Relations Commission**, 410 West Chestnut Street, Louisville, Kentucky 40202, (502)574-3631; or **MSD's Minority and Woman Business Enterprise Program**, 700 West Liberty Street, Louisville, Kentucky 40202, www.msdlouky.org. Certifications from other agencies will be reviewed on a case by case basis. A copy of the certification must be submitted upon request. ***Questions concerning MBE participation may be directed to the Louisville Metro Housing Authority's MBE/Section 3 Coordinator, Phillip Stepteau, at (502) 569-4922.***

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

D. MBE, FBE, and DBE Participation in LMHA Contracts

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

1. **IN ORDER TO BE CONSIDERED RESPONSIVE**, a bidder must either meet the goals or provide evidence conclusively demonstrating that it made a strenuous, albeit unsuccessful, good faith effort to meet the goals. **Failure to aggressively respond to these requirements** is grounds for rejection of bid as non-responsive.
2. Law prohibits public housing agencies, including LMHA, from mandating MBE, FBE, or DBE participation. Bidders on LMHA projects are not obligated to use MBE, FBE, or DBE goods or services simply to meet the MBE, FBE, or DBE participation goal if the goods or services are available from non-MBE, non-FBE, or non-DBE sources at lower cost or using the MBE, FBE, or DBE would increase the cost of performance. Likewise, this policy shall not be construed as endorsing the representation of MBE, FBE, or DBE participation, when in fact a substantial portion of the participation proposed to be performed by an MBE, FBE, or DBE will be performed by the Contractor or by a third tier, non-MBE, non-FBE, or non-DBE subcontractor. For example:

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

E. Calculating MBE Participation

1. **General** -- An MBE's, FBE's, and DBE's participation in the Contract may count toward the goal to the extent that the MBE, FBE, or DBE performs

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

2. MBE, FBE, and DBE Qualifications -- For their participation to count toward the goal, MBE, FBE, and DBE firms must be currently certified as MBE, FBE, or DBE firms at the time of the bid opening. MBE, FBE, and DBE firms, to participate in the Contract, must meet all the responsiveness and responsibility requirements imposed on other contractors and subcontractors under the Contract.
3. Commercial Utility -- The participation of an MBE, FBE, or DBE may count toward the goal only if the MBE, FBE, or DBE performs a commercially useful function in executing the Contract work.
 - a) An MBE, FBE, or DBE firm's function may be commercially useful if it includes direct, day-to-day responsibility for significant work of the Contract and the MBE, FBE, or DBE actually fulfills its responsibilities by performing, managing, and supervising that work.
 - b) Responsibility for negotiating prices, determining quality and quantities, ordering, installing, and paying for materials and supplies involved in the MBE's, FBE's, or DBE's portion of the Contract work may, also, indicate commercial utility.
 - c) An MBE's, FBE's, or DBE's function is not commercially useful if the firm's actual role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to present the appearance of MBE, FBE, or DBE participation. In determining whether a firm is an extra participant, LMHA may examine similar transactions, contracts, or projects, particularly those in which MBE, FBE, or DBE firms do not participate.
 - d) An MBE, FBE, or DBE that does not perform, or bear and exercise responsibility for, at least 12 percent of the total cost of its Contract work with its own forces, or that subcontracts a greater portion of its Contract work than would be expected under normal industry practice for the type of work involved, is preemptively not performing a commercially useful function. An MBE, FBE, or DBE may challenge the presumption that it is not performing a commercially useful function. Because no privity can exist between LMHA and a subcontractor, MBE, FBE, and DBE subcontractors must assert such challenges through the prime contractor.
 - e) LMHA may evaluate industry practices, the amount and type of work awarded to the MBE, FBE, or DBE, and any other factors LMHA

deems appropriate, to determine whether a function is commercially useful.

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

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

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

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

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

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

- a) A prime contractor shall receive no credit for the participation of an MBE, FBE, or DBE subcontractor unless the prime contractor, before the start of work, delivers to LMHA a fully executed original

counterpart of the agreement between the prime contractor and the MBE, FBE, or DBE subcontractor.

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

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

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

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

- a) A joint venture shall receive no MBE, FBE, or DBE participation credit unless, before the start of work, it delivers to LMHA a fully executed original counterpart of the joint venture agreement.
- b) Such agreement must bear the notarized signatures of all parties to the agreement, must state the sum each party will receive for its work, and must include a reasonably detailed description of the work each party will perform.
- c) To be counted at all, the MBE, FBE, or DBE party's portion of the dollar value of the work must be distinct and clearly defined.

- 8. Materials and Supplies -- Any contractor or subcontractor may, under certain conditions, claim MBE, FBE, or DBE participation credit for MBE, FBE, or DBE suppliers who provide materials for the Contract work. MBE, FBE, or DBE supplier participation is based, generally, on the dollar value of the goods purchased from the MBE, FBE, or DBE supplier. For example: Subject to the conditions following this example, if a non-minority prime contractor purchases \$20,000-worth of supplies from an MBE, FBE, or DBE supplier, and the total contract price is \$100,000, MBE, FBE, or DBE participation would be 20% ($\$20,000/\$100,000$). Materials and supplies purchased from MBE, FBE, or DBE firms for use in the Contract may count toward the goal as follows:

- a) If the materials or supplies are purchased from an MBE, FBE, or DBE manufacturer, 100 percent of the cost of the materials or supplies may count toward the goal.
 - (1) For the purposes of these provisions, a “manufacturer” is a business entity that operates or maintains a factory or production facility that routinely produces, on its premises and in the normal course of its business, materials, supplies, articles or equipment required under the Contract.
 - b) Materials and supplies purchased from MBE, FBE, or DBE firms who are regular retail or wholesale dealers will only be counted toward the goal at 60 percent of their cost.
 - (1) For the purposes of these provisions, a “regular retail or wholesale dealer” is a business entity that:
 - (a) owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the normal course of business; and
 - (b) is an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the items required under the Contract.
 - (2) A person may be a regular retail or wholesale dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as described above, if the person owns and operates distribution equipment for distribution of such products.
 - (3) Long-term lease agreements by which a regular retail or wholesale dealer supplements its own distribution equipment may be acceptable as to the goal, but ad hoc or contract-by-contract agreements for that purpose are not.
 - (4) Packagers, brokers, manufacturers’ representatives, and other persons who arrange or expedite transactions are not regular retail or wholesale dealers within the meaning of these provisions. Such persons’ or entities’ participation shall not count toward the MBE, FBE, or DBE or DBE goal.
9. Fees or commissions -- charged by an MBE, FBE, or DBE that is neither a manufacturer nor a regular retail or wholesale dealer, for assistance in procuring materials or supplies, or for feed or transportation charges for delivering materials or supplies required under the Contract, may count

toward the goal, provided LMHA finds such fees or commissions are reasonable and not excessive in comparison to fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves shall count toward the goal under these circumstances, unless they qualify under one of the other provisions of this subsection.

10. Professional Services -- Fees or commissions charged by an MBE, FBE, or DBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the Contract, may count toward the goal, if LMHA finds them reasonable and not excessive in comparison to fees customarily allowed for similar services.
11. Any contractor, subcontractor, or joint venture that claims MBE, FBE, or DBE participation may, at any time, be required to produce evidence that the portion of the total contract price claimed was actually awarded to, and performed or supplied, by MBE, FBE, or DBE firms.

F. Required Forms

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

1. *Schedule of Minority Business Participation*
 - a) The Bidder shall list, on this form, all MBE, FBE, or DBE firms proposed to perform as prime contractors or subcontractors for this project; the type of work to be performed; the anticipated start and completion dates for the work to be performed; and the agreed upon price for the work.
 - b) The Bidder, by completing this form, represents that, if awarded this contract, it will enter into formal contracts (provided each MBE, FBE, or DBE is accepted, in writing, by LMHA), in the amounts indicated, with the MBE, FBE, or DBE firms listed on this form.
2. *Schedule of MBE, FBE, or DBE Unavailability*
 - a) In the event the Bidder is unable to achieve the MBE, FBE, or DBE participation percentage goal, the Bidder shall list on this form all MBE, FBE, or DBE firms contacted and/or considered, but not proposed to participate in this project, and the reasons they are not proposed to participate.

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

G. Evidence of Responsiveness

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

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

H. Waiver of MBE, FBE, or DBE Goals

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

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

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

2. **In the event a bidder finds that it cannot fully satisfy the MBE, FBE, or DBE goals** of this solicitation, the bidder must submit a written request for a full or partial waiver of the goals and receive approval prior to submission of bid. **All requests for waivers for MBE, FBE, and DBE must be submitted at least 7 days prior to bid opening.** Such a request to LMHA must be signed by the bidder's authorized agent and addressed to:

Phillip Stepteau, MBE /Section 3 Coordinator
Louisville Metro Housing Authority
420 South Eighth Street
Louisville, KY 40203

If the bidder will not use any subcontractors or has met the full MBE, FBE, and DBE goals, it is not necessary to request a waiver.

- a) The written request for a waiver must explain how the bidder views and evaluates the subcontractable components of a project and why the bidder was unable to attain the MBE, FBE, or DBE participation percentage goal. The request must also include detailed narrative statements describing the bidder's "good faith" efforts to secure MBE, FBE, and DBE participation. If bidder has requested such waiver from LMHA within the last five (5) years, submit copies of all waiver requests.

3. Examples of "good faith efforts" to attain the MBE, FBE, or DBE goal include, but are not necessarily limited to:
- a) **Attending scheduled meetings**, regarding the project.
 - b) **Providing written notice**, (preferably certified mail) to a reasonable number of MBE, FBE, and DBE firms requesting bids. *A reasonable number means at least as many MBE, FBE, or DBE firms as non-MBE, FBE, or DBE firms, in each trade category, must be contacted.* Copies of certified letters sent to MBE, FBE, or DBE firms requesting bids, and original, signed, receipts, or copies of telegrams soliciting bids from MBE, FBE, or DBE firms, indicating the date of delivery, would be considered evidence of such efforts.
 - c) **Allowing sufficient time** (five working days, or more, as time permits) **for MBE, FBE, and DBE firms to respond** to a written notice. *Sufficient time means initiating contact with MBE, FBE, or DBE firms at least as far in advance of the bid date as contact is initiated with non-MBE, FBE, or DBE firms.* Original responses from MBE, FBE, or DBE firms indicating the reasons why they do not wish to participate in this project and bids received from MBE, FBE, or DBE firms on those firms letterhead or standard bid forms would be considered evidence of such efforts.
 - d) **Following up** written notification by **telephone or other means**. Date-stamped copies of telephone conversation records and faxed letters would be considered evidence of such efforts.
 - e) **Contacting MBE, FBE, and DBE assistance agencies** and organizations (see Section J of Official Bid Package for lists) and the LMHA's MBE/Section 3 Coordinator at (502) 569-4922, for assistance in locating qualified MBE, FBE, or DBE firms. Date-stamped copies of telephone conversation records and faxed or mailed letters would be considered evidence of such efforts.
 - f) **Selecting portions of the work to be performed by MBE, FBE, and DBE firms** in order to increase the likelihood of meeting the MBE, FBE, or DBE goals. Documentation demonstrating that extra effort was made to solicit MBE, FBE, or DBE bids for categories of work in which MBE, FBE, or DBE firms are particularly well represented in the geographical area of the project would be considered evidence of such efforts.
 - g) **Providing MBE, FBE, and DBE firms with adequate information about the project** when requesting quotations (i.e., identifying potential subtrades involved in the project and identifying a potential dollar range for those subtrades). Copies of certified letters sent to MBE, FBE, and DBE firms, and original, signed, receipts, date-stamped copies of telephone records and faxed or mailed follow-up letters, or copies of

telegrams sent to MBE, FBE, and DBE firms, would be considered evidence of such efforts.

- h) **Advertising in general circulation media (e.g., Courier-Journal), and media aimed at minorities** (e.g., Louisville Defender), at least 20 days before bids are due. Or, if 20 days are not available, publication for a shorter, but maximum available, period is acceptable. Copies of legal advertisements published as an attempt to obtain MBE, FBE, and DBE involvement would be considered evidence of such efforts.
 - i) **Making efforts to assist MBE, FBE, or DBE firms** in obtaining bonding, credit, or insurance. Date-stamped copies of telephone conversation records and faxed or mailed letters to MBE, FBE, or DBE firms and/or bondsmen, creditors, or insurers would be considered evidence of such efforts.
 - j) **Making efforts to meet and negotiate** with potential MBE, FBE, and DBE Bidders prior to the bid opening. Copies of certified letters sent to MBE, FBE, and DBE firms and original, signed, receipts, date-stamped copies of telephone records and faxed or mailed follow-up letters, or copies of telegrams sent to MBE, FBE, and DBE firms, would be considered evidence of such efforts.
 - k) **Efforts made by the Bidder to expand its search** for MBE, FBE, and DBE firms, beyond the usual geographic boundaries. Documentation demonstrating that such efforts were made would be considered evidence of such efforts.
4. LMHA reserves the right to examine the Bidder's bid preparation materials, including all requests for bids the Bidder issued to potential subcontractors, the Bidder's bid calculation work sheets, and the Bidder's telephone records, notes, and any other information LMHA believes may be helpful in verifying the Bidder's assertions.
5. The bidder's **delivery of a request** for waiver **does not**, in and of itself, **ensure** that such a **request will be granted**.
- a) A full or partial waiver may be granted only after the Louisville Metro Housing Authority has thoroughly reviewed the project's MBE, FBE, or DBE participation potential. Documentation supporting a request for waiver, if such evidence exists, may be presented to the Louisville Metro Housing Authority's Executive Director for a final decision.
 - b) If a waiver is granted, and there are no other impediments to the award of the contract, the contract award process may proceed.
 - c) If a waiver is not granted, or if no request for waiver is received, and the bid is otherwise acceptable, the Louisville Metro Housing Authority may require the Bidder to satisfy the total MBE, FBE, and DBE goals at

no additional cost to the Louisville Metro Housing Authority or may deem the Bidder non-responsive.

I. Replacing MBE, FBE, or DBE Subcontractors

1. Any contractor who proposes to replace a proposed or accepted MBE, FBE, or DBE subcontractor must maintain the MBE, FBE, or DBE participation percentage that existed prior to the replacement of that subcontractor, or, if possible, achieve an even greater MBE, FBE, or DBE participation percentage. If the contractor finds it cannot satisfy these requirements, it must submit a request for waiver of the MBE, FBE, or DBE participation percentage goal, as prescribed above.
2. LMHA reserves the right to conduct compliance reviews on minority and non-minority contractors that utilize MBE, FBE, or DBE subcontractors, or perform as joint ventures. Contractors shall maintain records of all MBE, FBE, or DBE participation for three (3) years following completion of the project. Failure on the part of the contractor to comply with these requirements could result in the withholding of payment, termination of the Contractor's right to proceed with the work, legal fines, imprisonment, or all of the above.

J. Assistance to MBE, FBE, and DBE firms

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

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

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

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

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

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

**MBE, SECTION 3 AND EEO
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2. Kentucky Cabinet for Economic Development, Department of Existing Business & Industry, Minority Business Division, 2201 Capital Plaza Tower, Frankfort, KY 40601.
Contact: (502) 564-2064

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

NOTE: The following forms on pages 15-25 shall be completely filled out and submitted with the bid.

If requesting Section 3 status, complete and submit pages 39-41 with bid.

SCHEDULE OF MBE, FBE, AND DBE PARTICIPATION

(Name of Bidder)

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

The combined total of MBE participation proposed is _____ % of the total bid amount.

The combined total of FBE participation proposed is _____ % of the total bid amount.

The combined total of DBE participation proposed is _____ % of the total bid amount.

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

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

NOTE: Failure to complete and submit THIS form or comply with directions therein is ground for bid rejection.

LIST OF PROPOSED SUBCONTRACTORS

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

<u>NAME OF SUBCONTRACTOR</u>	<u>CATEGORY OF WORK</u>	<u>\$ Amount</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

(Employer ID numbers must be provided upon request)

Use Additional Sheets If Necessary

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

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

<p>NOTE: If third tier subcontracts are intended, the information on the following page must be provided for <u>each</u> proposed subcontractor.</p>

NON-MBE, FBE, DBE SUBCONTRACTOR/SUPPLIER FORM

**ONE FORM FOR EVERY PROPOSED NON-MBE, FBE, AND DBE
SUBCONTRACTOR/SUPPLIER MUST BE COMPLETED AND SUBMITTED WITH THE
OFFICIAL BID PACKAGE.**

In addition to conforming to all other requirements of the Invitation to Bid, to be considered responsive, a Bidder must submit this form, fully completed, for every non-minority business enterprise subcontractor/supplier proposed.

Company Name, Address, Telephone Number, and Point of Contact:

Dollar Value of Proposed Subcontract/Purchase Order:

\$ _____

Description of Proposed Services and/or Materials:

The penalty for making false statements in offers (10 year imprisonment and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.

NOTE: Failure to complete and submit THIS form or comply with directions therein is ground for bid rejection.

Instructions for Completing EMPLOYMENT DEMOGRAPHICS Form

1. **Duty to Submit Form** -- Every bidder shall complete the *Employment Demographics* form (hereafter, the Form). Every bidder shall ensure that each of its sub-bidders also completes the Form. The Bidder shall submit fully executed Forms for itself and each sub-bidder, with its bid, in the package labeled "Supplemental Bid Information."
2. **Space Constraints/Additional Forms** -- If the space provided on a single Form is insufficient to list every employee (see definition below) of the bidder or sub-bidder completing the Form (hereafter, the Entity), such Entity shall use additional Forms. Said Entity shall, however, ensure that each separate Form is dated, signed, and notarized. Each Official Bid Package contains one (1) blank copy of the Form. From that, the Bidder shall make as many copies as needed to ensure compliance with the preceding requirements.
3. **Completing the Form** -- The Form is divided into six numbered columns. Write the appropriate name and check the appropriate box at the top of the Form, then complete each column as follows:

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

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

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

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

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

4. Each Form shall be signed and dated by an authorized officer of the Entity and shall be notarized.

AGREEMENT TO NOTIFY LMHA OF JOB OPENINGS

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

By my signature below, _____ (hereafter “the Company”), agrees to the
(Company’s Name)
following conditions:

1. The Company shall, if awarded the contract for which this Bid is offered, give LMHA notice of any and all job openings that may arise at the Company during the course of that contract.
2. Such notice shall be in writing and mailed, first class, to LMHA via the U.S. Postal Service within two business days after such opening arises. The notice shall describe the minimum qualifications and requirements of the job, the nature of the work, the expected pay rate or range, the place and manner of submitting applications, the name, address and telephone number of the person to contact to obtain an application or additional information, and the date by which applications must be submitted.
3. LMHA will notify its residents of such job openings and encourage qualified residents to submit applications for employment.
4. The Company will, if it receives an application from a qualified LMHA resident, give that application and applicant the same opportunity and consideration for the job as would be given any other, similarly qualified applicant and, if such applicant is the most qualified applicant and there is no bar to employing the applicant, the Company will hire the applicant for the job if it hires anyone for the job.

Date: _____

By: _____
(Authorized Officer’s Signature)

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

(Notary’s Signature)

(Notary’s printed name)

My commission expires _____.

**AFFIX
NOTARY’S
SEAL**

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

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

Name of Prime Bidder: _____

Name of MBE firm completing this form: _____

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

Individual Corporation Partnership Joint Venture

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

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

Bid amount to be entered by sub-contractor \$ _____

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

Project Start: _____ Project Completion: _____

BY: _____
(Signature of MBE's Principal) (Name and Title)

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

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

AFFIDAVIT OF MINORITY BUSINESS ENTERPRISE

(Separate form required for each MBE, FBE, and DBE proposed)

State of _____ County of _____

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

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

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

(Signature of Affiant)

(Printed name and title of Affiant)

STATE OF KENTUCKY, COUNTY OF JEFFERSON, CITY OF LOUISVILLE

On this _____ day of _____, 20 _____,

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

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

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

(Notary's Signature)

(Notary's printed name)

My commission expires _____.

**AFFIX
NOTARY'S
SEAL**

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

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

LEGITIMACY OF JOINT VENTURE

(Separate form required for each joint venture)

Majority Party's Name, Address, Phone, and Principal's Name:

Minority Party's Name, Address, Phone, and Principal's Name:

Portion of work to be performed by Majority Party: _____ % \$ _____
Portion of work to be performed by Minority Party: _____ % \$ _____

(Provide additional details on following page if applicable.)

"The undersigned do hereby declare and affirm, under the penalties of perjury, that the foregoing statements are true and correct and that **all material information necessary to identify and explain the terms and operation of the joint venture, and the intended participation by each joint venture, in this undertaking, is attached hereto.** Further, the undersigned agree to provide LMHA current, complete, and accurate information regarding the actual joint venture work, payments and any proposed changes in the above-stated arrangements, and to permit audits and/or examinations of books, records, and files of the joint ventures by authorized representatives of LMHA. The undersigned recognize and acknowledge that the statements herein are given under oath and any material misrepresentation will be grounds for terminating any contract that may be awarded the undersigned for this project."

BY: _____
(Signature of Majority Party's Principal)

Date: _____

BY: _____
(Signature of Minority Party's Principal)

Date: _____

Which, if any, of the parties to this venture are MBE firms?

THIS FORM MUST BE COMPLETED, and included in this *Supplemental Bid Information* package, by every joint venture proposed to participate in this project (Attach Joint Venture Agreement and Letters of Incorporation).

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

DETAILS OF JOINT VENTURE AGREEMENT

**MBE, SECTION 3 AND EEO
CONTRACT REQUIREMENTS
FORMS AND DOCUMENTS**

(Separate form required for each joint venture)

The **Majority** Party normally employs _____ tradespersons and performs work in the following trades:

The **Minority** Party normally employs _____ tradepersons and performs work in the following trades:

Indicate all work to be performed under this contract by the parties to this joint venture and the dollar value of each item (on a per-party basis):

Description of Work Item

Party Performed By

\$ Value

<u>Description of Work Item</u>	<u>Party Performed By</u>	<u>\$ Value</u>

Total Dollar Value: \$ _____

(Attach additional pages if needed.)

<p>IF THE BID INVOLVES A JOINT VENTURE OR JOINT VENTURES, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE OFFICIAL BID PACKAGE.</p>

II. SECTION 3 REQUIREMENTS

A. Paragraph 40.(f) of Section I, *General Conditions* is replaced with the following:

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

1. Definitions of specific terms are as follows:

a) *New Hires*: Full time employees for permanent, temporary or seasonal employment opportunities.

b) *Section 3 Business Concern*: A business concern:

- That is 51% or more owned Section 3 residents; or,
- Whose permanent, full time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or,
- That provides evidence of a commitment to subcontracts in excess of 25% of the dollar award of all subcontract to be awarded to business concerns that meet the qualifications set forth in paragraph (1) or (2) above.

c) *Section 3 Resident*:

- A public housing resident; or,
- An individual who resides in the metropolitan statistical area and who is a low-income person (families, including single persons, whose incomes do not exceed 80% of the median family income) or very low-income person (families, including single persons, whose incomes do not exceed 50% of the median family income).

d) *Subcontractor*: Any entity (other than a person who is an employee of the Contractor) that has a contract with the Contractor to undertake a portion of the Contractor's obligation for the performance of work.

2. Contractor's may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth for

providing training, employment, and contracting opportunities to Section 3 residents and business concerns as follows:

- a) Awarding **at least 10%** of the total dollar amount of the Contract to Section 3 business concerns; and
 - b) Hiring Section 3 residents in a number equal to **at least 30%** of the aggregate number of new hires.
3. Contractor's shall provide training and employment opportunities to Section 3 residents in the following order of priority:
- a) Residents of the housing development or developments for which the Section 3 covered assistance is expended;
 - b) Residents of other housing developments managed by the Louisville Metro Housing Authority;
 - c) Participants in HUD YouthBuild programs in the metropolitan statistical area; and
 - d) Other Section 3 residents of the metropolitan statistical area.
4. Contractor's shall award to Section 3 business concerns in the following order of priority:
- a) Business concerns that are 51% or more owned by residents of the housing development or development for which the Section 3 covered assistance expended, or whose full, permanent work force includes 30% of these persons as employees;
 - b) Business concerns that are 51% or more owned by residents of other Louisville Metro Housing Authority developments, or whose full time permanent workforce includes 30% of those persons as employees;
 - c) HUD YouthBuild programs being carried out within the metropolitan statistical area; and
 - d) Business concerns that are 51% or more owned by Section 3 residents, or whose permanent, full time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns in (1) and (2) above.
5. A contractor that has not met the numerical goals set forth has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section.

- B. Paragraph 40.(g) of Section I, *General Conditions* is replaced with the following:

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

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

- C. Paragraph 40.(h) of Section I, *General Conditions* is replaced with the following:

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

SECTION 3 REQUIRED NUMERICAL GOALS:

- **AWARD AT LEAST 10% OF THE TOTAL DOLLAR AMOUNT OF THE CONTRACT TO SECTION 3 BUSINESS CONCERNS**
- **HIRING SECTION 3 RESIDENTS IN A NUMBER EQUAL TO AT LEAST 30% OF THE AGGREGATE NUMBER OF NEW HIRES**

SECTION 3 CLAUSE

This Contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

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

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

The below referenced documents are included as part of this section of the contract documents:

- Contractor Section 3 Plan Format (2 pages)
- Table A of Contractor Section 3 Plan Format (1 page)
- Table B of Contractor Section 3 Plan Format (1 page)
- Certification Form for Contractor Section 3 Plan Format (1 page)
- Form of *Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability* (1 page)
- Section 3 Business Concern Affidavit Worksheet (2 pages)
- Form 6 – Section 3 Business Concern Affidavit (2 pages)

III. CONTRACTOR SECTION 3 PLAN FORMAT

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the city of Louisville, Kentucky.

- A. To ascertain, from the locality's program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit, from within the city, the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within, or serving, the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractural opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____
(Name of Contractor)

We, the undersigned have read and fully agree to this Affirmative Action and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

CONTRACTOR SECTION 3 PLAN FORMAT continued

ESTIMATED PROJECT WORKFORCE BREAKDOWN – TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. OF POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.
OFFICERS/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/MGMNT				
OFFICE/CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TOTAL				

- Low income or very low income persons.
- Refer to Supplemental General Conditions for specific requirements. _____
Company

As officers and representatives of _____, we the undersigned,
(Name of Contractor)
certify to the following in compliance with 24 CFR part 135, section 3, for work under Contract
No. _____:

(1) Any vacant employment positions, including training positions, that were filled after
_____ was selected to perform the work
(Name of Contractor)
under this contact, but before the contract was executed were not filled to circumvent
_____ obligations under 24 CFR part 135; and,
(Name of Contractor)

(2) Any vacant employment positions, including training positions, that were filled with
persons other than those to whom the regulations of 24 CFR part 135 require employment
opportunities to be directed, were not filled to circumvent _____
(Name of Contractor)
obligations under 24 CFR part 135.

CERTIFIED BY:

Signature

Title

Date

Signature

Title

Date

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN
CONTRACTING AND DEMONSTATION OF CAPABILITY**

Name of Business: _____
Address of Business: _____

Type of Business: = Corporation = Partnership
 = Sole Proprietorship = Joint Venture

Name and Address of Resident in 51% ownership position:

Attached is the following documentation as evidence of status:

For person claiming status as resident:

- = Copy of resident lease
- = Copy of receipt of public assistance
- = Copy of evidence of participation in a public assistance program
- = Other evidence

For the business entity as applicable:

- = Copy of Articles of Incorporation
- = Certificate of Good Standing
- = Assumed Business Name certificate
- = Partnership Agreement
- = List of owners/stockholders and % of each
- = Corporation Annual Report
- = Organization chart with names and titles and brief functional statement
- = Latest Board Minutes appointing officers
- = Additional documentation

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- = Current financial statement
- = List of owned equipment
- = Statement of ability to comply
- = List of all contracts for the past

Corporate Seal

Authorizing Name & Signature

Attested by: _____
Name _____
Date _____

**SECTION 3 BUSINESS CONCERN AFFIDAVIT
WORKSHEET**

Will there be any contracts or subcontract let as a result of this project?
(Please circle your answer)

YES

NO

Will any of the contracts described on the Contracting Plan (FORM-3) be with Section 3 business concerns?
(Please circle your answer)

YES

NO

If the responses to both questions were yes, please have each of the businesses identified on the Contracting Plan (FORM-3) as Section 3 business concerns, complete FORM-6. A separate FORM-6 should be given to and completed by each Section 3 business concern.

INSTRUCTIONS FOR COMPLETION OF FORM-6

- I.
 1. Provide the full legal name of the business.
 2. Provide the current address of the business.
 3. Indicate whether the business is a corporation, a partnership, a sole proprietorship or a joint venture.
 4. Describe briefly the contract or subcontract that the business anticipates undertaking for the project. This should be the same information as in the first column on the Contracting Plan (FORM-3).
- II.
 1. Please indicate whether the business is a Section 3 business concern. A "Section 3 business concern" is a business concern that either:
 - (a) is at least 51% owned by Section 3 residents,
 - (b) Has full-time, permanent employees, at least 30% of whom wither (i) are currently Section 3 residents, or (ii) have been employed by the business for three years or less and were Section 3 residents at the time when the business first hired them,
 - (c) has committed to subcontract in excess of 225% of the dollar award of all subcontracts to be let in connection with the project to businesses that qualify uner (a) or (b) above.
 2. A "business concern" is a business entity formed in accordance with state law and which is licensed under state, county or municipal law to engage in the type of business activity for which it was formed.
 3. A "Section 3 business concern" – with category preference is defined as a Section 3

business concern that either:

- (a) is at least 51% owned by Section 3 residents, all of whom live in the project's service area, or
 - (b) has full-time, permanent employees, at least 30% of whom live in the project's service area and either (i) are currently Section 3 residents, or (ii) have been employed by the business for three years or less and were Section 3 residents at the time when the business first hired them (category 1 business); or
 - (c) is at least 51% owned by Section 3 residents who live in other CHA housing developments not in the project's service area, or whose full-time permanent employees, includes 30% of these Section 3 residents (category 2 business); or
 - (d) HUD YouthBuild programs being carried in the metropolitan area in which Section 3 covered assistance is expended (category 3 business); or
 - (e) Has committed to subcontract in excess of 25% of the dollar award of all subcontracts to be let in connection with the project to business that qualify under (a) or (b) above. (category 4 business).
4. Identify whether the business has been selected to carry out any HUD YouthBuild programs.
- III. The title of the person signing the affidavit should be inserted. The affidavit must be signed, dated, and notarized. The name of the person signing the affidavit must type or legibly print below his/her signature.

SECTION 3 BUSINESS CONCERN AFFIDAVIT

The undersigned being duly sworn, on oath, represents, warrants, certifies, deposes and says, under penalty of law, as follows:

I. BASIC INFORMATION

The following information is true and correct:

1. Name of Company: _____

2. Company Address: _____

3. Type of Business (corporation, partnership, partnership, sole proprietorship, joint venture):

4. Project Name and Address(es): _____

5. Name/Type of Contract: _____

II. TYPE OF SECTION 3 BUSINESS CONCERN

For purposes of this section, please refer to the attached instructions for the meanings of the terms “Section 3 Business Concern” and Section 3 Business Concern with Category-Preference” and “HUD YouthBuild Program”. (Please circle your answer.)

1. Is the Company a Section 3 Business Concern?
YES NO

If “YES”, please go on to question #2. If “NO”, please go directly to Part III.

2. Is the company a Section 3 Business Concern-With Category preference?
YES NO

If “YES”, please go directly to Part III. If “NO”, please go on to question #3.

3. Has the Company been selected to carry out any HUD Youthbuild Program?
YES NO

III. VERIFICATION

The company hereby agrees to provide, upon request, documents verifying the information provided on this form.

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

Name (Signature) _____

Name (Printed) _____

State of Kentucky

County of _____

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

Notary Public

My Commission Expires: _____

**MBE, SECTION 3 AND EEO
CONTRACT REQUIREMENTS
FORMS AND DOCUMENTS**

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence

For business entity as applicable:

- Copy of Articles of Incorporation
- Certificate of Good Standing
- Assumed Business Name Certificate
- Partnership Agreement
- List of owners/stockholders and % ownership of each
- Corporation Annual Report
- Latest Board minutes appointing officers
- Organization chart with names and titles and brief function statement
- Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full-time employees
- List of employees claiming Section 3 status
- PHA/IHA Residential lease less than 3 years from day of employment
- Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____

Preference for Section 3 Business Concerns

Preference in the award of Section 3 covered contracts that are awarded under a sealed bid (IFB) process shall be provided as follows:

Bids shall be solicited from all businesses (Section 3 business concerns, and Non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

"X" = lesser of:

When the lowest responsive bid is less Than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is: At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least 2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
At least \$7 million or more.....	1 ½ % of the lowest responsive bid with no dollar limit

If no responsive bid by a Section 3 business concern meets the requirements of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

RESIDENT EMPLOYMENT OPPORTUNITY DATA

LOUISVILLE METRO HOUSING AUTHORITY

ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

**Certification for Resident Seeking Section 3 Preference in
Training and Employment**

I, _____, am a legal resident of the _____
_____ and meet the income eligibility
guidelines for a low- or very-low income person as published on
the reverse.

My Permanent address is: _____

I have attached the following documentation as evidence of my
status:

- | | |
|---|--|
| <input type="checkbox"/> Copy of lease | <input type="checkbox"/> Copy of receipt of public
Assistance |
| <input type="checkbox"/> Copy of evidence of
participation in a public
assistance program | <input type="checkbox"/> Other evidence
_____ |

Signature

Print Name

Date

SECTION 3 INCOME LIMITS

All residents of public housing developments of the _____ Housing Authority qualify as Section 3 residents. Additionally, individuals residing in the _____ City of _____ who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

Eligibility Guideline

Number in Household	Very Low Income	Low Income
1 individual	22,450	35,950
2 individuals	25,650	41,050
3 individuals	28,850	46,200
4 individuals	32,050	51,300
5 individuals	34,650	55,450
6 individuals	37,200	59,550
7 individuals	39,750	63,650
8 individuals	42,350	67,750

IV. EQUAL EMPLOYMENT OPPORTUNITY

- A. Paragraph 39.(j) of Section I, *General Conditions* is hereby deleted and replaced with the following:

The requirements of Executive Order 11246 are set forth as follows:

**Standard Federal Equal Employment Opportunity Construction
Contract Specifications (Executive Order 11246)**

1. As used in this paragraph:
"Covered Area" means the geographical area described in the specification from which this contract resulted.

"Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

"Minority" a person who conforms to the definitions provided.

"These specifications" means Paragraph 39.(j) of Section I, *General Conditions*.
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of this Section and the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan, approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have union participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor, or subcontractor, participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make good faith efforts to achieve each goal under the Plan in each trade in which it has employees.
4. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractors, or subcontractor' failure to make good faith efforts to achieve the Plan goals and timetables.

5. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7.a through 7.p, below. The goals set forth in the solicitation are the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area.
6. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
7. Neither the provisions of any collective bargaining agreement, nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor from its obligations under the specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
8. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability pursuant to training programs approved by the U.S. Department of Labor.
9. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment , intimidation, and coercion at all sites, and in all facilities, at which the Contractor's employees are assigned to work; and,
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses; and,
 - c) Maintain a current file of the names, addresses, and telephone numbers of all minority and female "off-the-street" applicants and minority or female referrals from unions, recruitment sources, or community organizations, and of what action was taken with respect to each such individual.

If such an individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, the file with the reason therefore, along with whatever additional actions the Contractor may have taken; and,

- d) Provide immediate typewritten notification to the Director when the union(s), with which the Contractor has a collective bargaining agreement, has not referred to the Contractor a minority or female person sent by the Contractor, or when the Contractor has other information that the union(s) referral process has impeded the Contractor's effort to meet its obligations; and,
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under the requirements of 7.b, above; and,
- f) Disseminate the Contractor's EEO policy by providing notice of policy to unions and training programs, and requisitioning their cooperation in assisting the Contractor in meeting its EEO obligations; including it in any policy manual and collective bargaining agreement; publicizing it in the company news paper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and, by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed; and,
- g) Review, at least annually, the company's EEO policy and affirmative action obligation under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel, such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site.

A written record shall be maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter; and,

- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female media, and by providing written notification to, and discussing the Contractor's EEO policy with, other contractors and subcontractors with whom the Contractor does, or anticipates doing, business with; and,
- i) Direct its recruitment efforts, both oral and verbal, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations servicing the Contractor's recruitment area and

- employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process; and,
- j) Encourage present minority and female employees to recruit other minority and female persons, and, where reasonable, provide after school, summer, and vacation employment opportunities to minority and female youth, both on the site and in other areas of the Contractor's work force; and,
 - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR §60-3; and,
 - l) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities, and encourage those employees to seek, or to prepare for through appropriate training, etc., such opportunities; and,
 - m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect, by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out; and,
 - n) Ensure that all facilities and company activities are non-segregated, except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes; and,
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations; and,
 - p) Conduct a review, at least annually, of all supervisors' adherence to, and performance under, the Contractor's EEO policy and affirmative action obligations.
10. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a through 7.p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group, of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a through 7.p of these specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes good faith efforts to meet its individual goals and timetables, and can

provide documentation which demonstrates the effectiveness of actions taken on the behalf of the Contractor. The obligation to comply, however is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

11. A single goal for minorities and a separate single goal for women have been established. The Contractor is, however, required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner.

For example, even though the Contractor has achieved its goal for women in general, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized.

12. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin, or handicap.
13. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
14. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs.

Any Contractor who fails to carry out such sanctions and penalties shall itself be in violation of these specifications and Executive Order 11246, as amended.

15. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those set forth in 7.a through 7.p above, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR §60-4.8.
16. The Contractor shall designate a responsible official to monitor all employment related activities to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include, for each employee, the name, address, telephone number, construction trade, union affiliation, if any, employee identification number, if any, Social Security Number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week

in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

17. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

V. AFFIRMATIVE ACTION REQUIREMENTS

- A. Paragraph 41, *Indian Preference*, of Section I, *General Conditions* is hereby deleted and replaced with the following:

**Notice Of Requirement For Affirmative Action To Ensure
Equal Employment Opportunity (Executive Order 11246)**

1. The Offeror's, Bidder's, or Contractor's (henceforth called Contractor) attention is called to the "Equal Opportunity Clause" and the "Standard Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for minority participation for each trade:	11.2%
Goals for female participation for each trade:	6.9%

These goals apply to all the Contractor's construction work performed in the covered area, whether or not it is Federally assisted.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60.3(a), and its efforts to meet the goals established for the geographical area where this Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Program within 10 working days of award of any construction subcontract in excess of \$10,000, at any tier, for

construction work under this Contract. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.