The Housing Authority of the City of South Bend (HASB) will accept Proposals for Construction Services for our current vacant homes throughout the South Bend community in stages. The first stage will include about 20 homes. A pre-conference meeting will be held on October 7, 2024, at 12:00 p.m. at the HASB office located at 501 Alonzo Watson Drive, South Bend, IN. During this conference information will be given about the sites which need rehabilitation. After you have been given an opportunity to access the site, you may submit your bid to the office on or before October 21, 2024 have it date and time stamped by the HASB receptionist by 4:30 p.m. You may also submit the RFP via email to carchie@sbhaonline.com. Ordering Instructions: The bid specifications package can be accessed from our HASB’s website at [www.hasbonline.com](http://www.hasbonline.com) under the procurement tab. Please submit questions in writing to Carolyn Archie, Procurement Manager at carchie@sbhaonline.com.

**Request for Proposals**

**For**

**Construction Services at Various Scattered Site Homes**

**For The**

**Housing Authority City of South Bend**

**RFP 2024-09-30-CS-001**

Notice: Contact with members of the HASB Board of Commissioners, or HASB officers and employees other than the contact person listed herein, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective proposer(s) during the RFP process, if HASB meets in person with anyone representing a potential provider to these services to discuss the RFP, an addendum will be issued to address all questions to ensure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

Published: September 30, 2024

GENERAL INFORMATION

**PURPOSES OF THIS REQUEST FOR PROPOSALS**

The HASB will enter into definite contract(s) which can be awarded to one or more proposers. Contractors with the highest ordinal bid evaluation score(s) on the primary or any alternative grouping will be considered for the job.

**ATTACHMENTS**

The following attachments are herein incorporated by reference for all purposes as post of this “Construction Services Removal Proposal Solicitation and Scope of Work”:

1. Scope of Work
2. Proposed Rates
3. HUD 5369-B
4. HUD form 5370-C Part 1 & 2
5. Section 3 Preference Explanation
6. Section 3 Submittal Form
7. HUD 50070-Certification of Drug Free Workplace

**FORMAT OF BID**

No contract will be awarded without the following forms being completed:

1. Proof of Insurance
2. Completion of Pricing Sheet/Bid Form
3. Section 3 Compliance Form
4. Section 3 Declaration Form (if applying for bonus points)
5. Financials and/or lines of credit (when requested)
6. List of at least three (3) references of work completed within the last two (2) years
7. HUD Forms
8. Company Profile
9. Non-Collusive Affidavit
10. Contractors must submit a City of South Bend license (if applicable)
11. Bond Requirement

**At the time bids are opened**, to be considered responsive, bids *must* contain the following:

* Proof of Insurance
* Pricing Sheet/Bid Forms

**CONDITIONS**

The Housing Authority will not pay any cost incurred in the preparation or submission of any bid or any cost incurred in anticipation of a contract. The Bidder understands that the Executive Director of the Housing Authority shall be the sole authority to legally commit the Housing Authority to any expenditure of public funds for this procurement, subject to approval by the Broad of Commissioners.

The Housing Authority reserves the right to award one or more contracts to a single or multiple contractors after receipt of bids without further discussion. Therefore, it is emphasized that all bids should be submitted initially on the most favorable terms. The Housing Authority reserves the right to reject all bids and to waive any informality whenever such rejection or waiver is in the best interest of the Housing Authority.

Under no circumstances does this RFP obligate the Housing Authority to award a contact. Contractor(s) shall have staff, qualified by training and experience, to perform the services required. All persons employed by the Contractor(s) in the performance of any work under this Agreement shall be agents and employees of Contractor(s) only. Neither Contractor(s) nor any employees or agents of Contractor(s) shall be deemed as employees of the HASB for any purpose whatsoever.

Without invalidating this Agreement, the Housing Authority may at any time order extra work, alterations, additions to, or deductions from the work and the Agreement sum shall be adjusted accordingly. Any change or extra work resulting in additional cost must be made in advance and **approved in writing** by the Housing Authority’s Executive Director. All such extra work shall be executed in accordance with the terms and conditions of this Agreement. Contractors may appeal only deviations from laws, rules, regulations, or procedures. Disagreement with the evaluators’ judgment regarding the number of points scored is not appealable. The following Appeal Procedure applies to Contractors who wish to appeal a disqualification of Bid or award of contract:

Contractors shall submit a written appeal to the Executive Director. Appeals must be received by the Executive Director no later than 4:30 (EST) on the fifth day after the postmarked date of the Notice of Award/Non-Award. Send appeals to:

APPEAL OF BID ACTION

 Attn: Executive Director

501 Alonzo Watson Dr.

South Bend, IN 46601

The appeal must specify the basis for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal. Appeals not filed within the time specified herein or which fail to cite the specific law, rule, regulation, or procedure upon which the appeal is based shall be dismissed without further review.

**PERMITS, LAWS, AND REGULATIONS**

The Contractor(s) **will** secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of services. **A copy of the permit will be made available to HASB upon the contractor’s receipt of the permit.**

Where the Housing Authority **chooses to** arrange for the issuance of all or part of these permits, fees, and licenses, without cost to the Contractor(s), the contract amount shall be reduced accordingly.

The Contractor(s) shall observe and comply with all federal, state, county, and city laws, codes, ordinances, rules, and regulations in accomplishing the work. The service performed shall be in conformance with and meet all industry standards. The Contractor(s) shall agree that, in a suit and/or claim in mediation or arbitration to enforce the rights and/or obligations of a Contract under this Bid, should the HASB prevail in prosecution or defense of said suit and/or claim, the HASB shall be entitled to its reasonable attorney’s fees, court costs and other reasonable litigation expenses, including, but not limited to, expert fees, costs of exhibits, staff time in the preparation for and/or attendance at trial, investigation expenses, and travel expenses.

The Contractor(s) shall agree to indemnify and keep, hold, and save harmless the Housing Authority from and against all liability, penalty, losses, damages, expenses suits and judgments arising from injuries on Housing Authority property premises during the term of the Contract to person or property of any nature.

**STATEMENT OF LIABILITY**

The Contractor’s responsibility for damages shall be as follows:

* The Contractor(s) shall be responsible for all losses, damages or injuries that occur because of his fault or negligence, as well as those losses, damages or injuries resulting from acts of his employees.
* The Contractor(s) shall carry all liability, workers’ compensation, and other types of insurance necessary to hold the Housing Authority free of liability for all actions of the Contractor(s) and/or his/her employees due to performance, equipment, or contract scope.
* The Contractor(s) shall list any additional insurance coverage it secures and shall provide the Housing Authority with evidence of its designation of the Housing Authority as an

**STATEMENT OF LIABILITY (cont’d)**

additional insured on each of its policies. The insurance company shall directly notify the Housing Authority of any changes in the policies. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the HASB by the insurance company.

|  |  |
| --- | --- |
| Professional Liability | Required Limits |
| HASB and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational service to HASB such as appraisers, inspectors, attorneys, engineers, or consultants. | $1,000,000 |
| Business Automobile Liability | Required Limits |
| HASB and its affiliates must be named as additional insured and as the certificate holder. Must include both owned and unowned vehicles. | $1,000,000 combined single limit, per occurrence |
| Workers Compensation and Employer’s Liability | Required Limits |
| Workers’ Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is $500,000.A waiver of Subrogation in favor of HASB must be included in the Workers’ Compensation policy.HASB and its affiliates must be named as a Certificate Holder. |   Statutory$1,000,000 |
| Commercial General Liability | Required Limits |
| This is required for any vendor who will be doing hands on work at HASB properties.HASB and its affiliates must be name as an Additional Insured and as the Certificate Holder. | $1,000,000 per accident$2,000,000 aggregate |

**LAPSE IN INSURANCE COVERAGE**

In the event Contractor(s) fails to maintain insurance as required by a resulting contract, the Contractor shall immediately cure such lapse in insurance coverage at the Contractor’s expense

and pay HASB in full for all costs and expenses incurred by HASB under this Contract because of Contractor’s failure to maintain insurance required, including costs and reasonable attorney’s fees relating to HASB’s attempts to cure such lapse in insurance coverage.

**LAPSE OF INSURANCE (cont’d)**

Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars ($1,500.00), shall be automatically deducted from monies or payments owed to Contractors. Moreover, HASB shall retain from monies or payments owed to Contractor by HASB ten percent (10%) of

the value of the Contract and place this retainage in an account to cover HASB’s potential exposure to liability during the period of the lapse.

This retainage shall be held by HSAB until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled, or expired and shall be released if no claims are received or lawsuits filed against HASB for any matter that should have been covered by the required insurance.

**HASB’S RESERVATION OF RIGHTS**

HASB reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HASB to be in its best interests.

HASB reserves the right not to award a contract pursuant to this RFP.

HASB reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 14 days written notice to successful proposer(s).

HASB reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.

HASB reserves the right to retain all proposals submitted and not permit any proposal withdrawals for a period of 90 days after the deadline for receiving proposals without written consent from the Contract Administrator (CA)

HASB reserves the right to negotiate the fees proposed by all proposers. If such negotiations are not, in the opinion of the HASB, successfully concluded within a reasonable timeframe, the HASB shall retain the right to end such negotiations.

HASB reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

HASB shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

**HASB’S RESERVATION OF RIGHTS (cont’d)**

HASB reserves the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to

any of the requirements detailed herein. Each prospective proposer further agrees that he/she will inform HASB’s ED in writing within five (5) days of the discovery of any item that is issued thereafter by HSAB that he/she feels needs to be addressed. Failure to abide by this timeframe

shall relieve HASB, but not prospective proposer, of any responsibility pertaining to such an issue.

HASB reserves the right, prior to award to revise, change, alter or amend any instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing or within any addenda issued. All addenda will be posted on HASB’s website [www.hasbonline.com](http://www.hasbonline.com). Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers.

In the case of rejection of all proposals, HASB reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of HASB, the best interest of HASB will be promoted.

HASB reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

HASB reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HASB, if:

1. Funding is not available,
2. Legal restrictions are placed upon the expenditure of monies for this category or services or supplies.

HASB reserves the right to make an award to more than one proposer based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO),

HASB reserves the right to request additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form required by HASB within two (2) days of written request.

HASB reserves the right to amend the contract any time prior to contract execution.

**HASB’S RESERVATION OF RIGHTS (cont’d)**

HASB reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.

In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, HASB reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a high cost (difference between Contractor’s rate and new company’s rate) beginning the date of Contractor’s termination through the contract expiration date.

**COST OF SERVICES**

The Contractor(s) shall include in his/her bid the all-inclusive cost to be charged to the Housing Authority for the provision of Snow Removal as defined on the Scope of Work. It MUST accompany any bid *for that bid to be responsive*. Contractor(s) will provide the required chemical, supplies, tools, and equipment to fully comply with the Scope of Work listed in Attachment 1.

Contractor(s) shall comply with all applicable federal, state, and local laws regarding no smoking on HASB properties.

Proposal Prices: Proposers are advised that the Proposal Fee shall be all inclusive and fully burdened by prosper to accomplish the work as specified in this RFP and any resulting contract.

Regulatory: Contractor(s) shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes and obtain licenses or permits required to provide the services.

The contractor shall utilize Section 3 residents and businesses to perform the requirements under this proposal to the greatest extent feasible and shall document such efforts monthly. There is a 10-point bonus for hiring Section 3 residents on any contract resulting from this RFP and a 20-point bonus for a Section 3 qualified contractor. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

**RESPONSIBILITY FOR SUBCONTRACTORS**

All requirements for the “Prime” contractor shall also apply to any subcontractors. It is the Prime Contractors’ responsibility to ensure compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HASB for the performance under this RFP or any resulting contract.

Contractor(s) shall perform criminal history checks and drug screening tests on all employees performing work under this RFP and any resulting contract and if requested provide summaries of the results to HASB. Prospective employees whose criminal history checks disclose a misdemeanor of felony conviction involving crimes of moral turpitude or harm to person or property shall not be used to perform work under this RFP or any resulting contract. Contractor(s) is required to perform drug screening of all employees and to insure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor(s).

Contractor(s) shall provide at its own expense all equipment, labor, materials, and tools to perform all services required under this RFP and any resulting contract.

If any employee of the Contractor(s) is deemed unacceptable by HASB, Contractor(s) shall immediately replace such personnel with a substitute acceptable to HASB.

**CONDITIONS OF PROPOSERS**

Prospective proposers will not be required to pre-qualify to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work. Failure by the prospective proposer to provide the requested information may, at HASB’s discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information.

**RFP FORMS, DOCUMENTS, SPECIFICATIONS AND DRAWINGS**

Prior to submitting a proposal in response to the RFP, it shall be each prospective proposer’s responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP.

Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

Catalogs, brand names or manufacturer’s references where provided are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless specified otherwise. If proposing other than references, proposal submittal shall show manufacturer, brand or trade name, and other description of products offered. If other than brand(s) specified is offered, illustrations and complete description of products

offered must be included in the proposal submittal. Failure to take exception to specifications or referenced data will require Contractor to furnish specified brand names, numbers, etc.

**SUBMISSIONS AND RECEIPT BY HASB**

**TIME FOR RECEIVING PROPOSALS**

Proposals received prior to the proposal submittal deadline shall be securely kept, unopened, by HASB. No proposal received after the designated deadline shall be considered.

Proposers are cautioned that any proposal submittal that is time-stamped as being received by HASB after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposals inadvertently opened shall be ruled to be invalid. No

responsibility will attach to HASB or any official or employee thereof, for the pre-opening of, or the failure to open a proposal addressed an identified.

A total of one (1) signature copy (marked “ORIGINAL”) and three (3) exact copies (marked “COPY”) shall be placed unfolded in a sealed envelope with proposer’s name and return address and addressed as follows:

 Carolyn Archie

 ATTN: Procurement Manager

 501 Alonzo Watson Drive

 South Bend, IN 46601

**BILLINGS & PAYMENTS**

The HASB will pay contracts on a Net 30-day basis. No payment will be made for work invoices that are not accompanied by a completed WH-347 and a finalized certificate of completion form or some type of work order of worked performed.

**BILLING PROCEDURES**

All contractors will keep copies of timecards and paychecks, by address where the work was performed, for all employees used at HASB properties (digital is acceptable). Payroll audits of employer pay rates and classification will occur periodically. All contractors agree to make their employees available for such interviews. Should any irregularities not be able to be adequately explained to the HASB, the HASB SHALL refer any such unresolved irregularities to the appropriate Department of Labor office for further action.

Exceptions to Specifications:

A prospective proposer may take exception to any of the proposal documents, or any part of the information contained therein, by submitting, in writing to the HASB, at least seven (7) days prior to the proposal submission deadline, a complete and specific explanation as to that he/she is taking exception. Proposed alternate documents or information must also be included. HASB reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements or may reject the prospective proposer’s request.

When taking exception prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved “equal” requested may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the HASB officers not already listed within the RFP documents shall only

become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

**PROPOSAL EVALUATION**

Proposal Opening Results: It is understood by all proposers/prospective proposers that the proposals are publicly opened, and the results will be a matter of public record. When HASB has concluded all evaluations has chosen final top-rated proposer(s), has completed the award and is ready to issue such results, HASB shall notify all proposers.

All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.

Evaluation: Each proposal submittal will be evaluated based upon the following information and criteria:

Initial Evaluation-Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).

Evaluation Responsibility: HASB shall select a minimum of a three-person panel, William Williams, Director of Development; Brian Diggins, Maintenance Manager; and Mansel Carter, Director of Property Management; using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the proposer(s)’ level of responsibility. HASB will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and

references contacted by HASB. All proposal would be evaluated as to their overall value to HASB.

Restrictions: All persons having familial (including in-laws) and/pre-employment relationships (past or current) with principals and/or employees of a proposer will be excluded from participation in HASB’s evaluation. Similarly, all persons having ownership interest in and/or contract with a proposer will be excluded from participation on HASB’s evaluation panel.

|  |  |
| --- | --- |
| **Criteria** | **Points** |
| Experience | 15 |
| Price (total and by alternatives) | 55 |
| Capacity | 20 |
| References | 10 |
| Section 3 Bonus (additional) |  15 maximum |
| Total Score |  |

Competitive Range**:** Once a competitive range is established from the proposals submitted, HASB reserves the right to require Proposers within the competitive range to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.

Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at HASB’s discretion, be reason for rejection:

If the forms furnished by HASB are not used or are altered or if the proposed costs are not submitted as required and where provided.

If all requested completed attachments do not accompany the proposal submittal.

If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

If the proposer(s) adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

If the individual cost proposal items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs more than 25% from HASB’s cost estimate for that item.

Disqualification of Proposer(s): Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer(s) and the rejection of his/her proposal:

Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as Proposer or proposers for any future work with HASB until such participant shall have been reinstated as a qualified bidder or proposer. The names of all participants in such collusions shall be reported to HUD and any other inquiring governmental agency.

More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s),

Unsatisfactory performance record as shown by past work for HASB or with any other local, state, or federal agency, judged from the standpoint of workmanship and progress.

Incomplete work, which in the judgment of HASB, might hinder or prevent prompt completion of additional work, if awarded.

Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

Failure to comply with any qualification requirements of HASB.

Failure to list all subcontractors (if subcontractors are allowed by HASB) who will be employed by the successful proposer(s) to complete the work of the proposed contract.

As required by the RFP documents, failure of the successful proper to be properly license by the City, County and/or the State of Indiana and/or to be insured by a commercial general liability policy and/or worker’s compensation policy and/or business automobile liability policy, if applicable.

Any reason to be determined in good faith, to be in the best interest of HASB.

**Award of Proposal(s**): The successful proposer(s) shall be determined by the top-rated responsive and responsible proposer(s) as determined by the evaluation process and presentations detailed above and any further negotiations, provided his/her proposal is

reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of HASB, to the best interests if HASB to accept the proposal after preferences for Section 3 business concerns are considered. HASB reserves the right to award multiple contractors if it is determined to be in the best interest of HASB.

**Right to Protest**

Rights: Any prospective or actual proposer(s), offeror(s) or contractor(s) who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the

right to protest. Such rights only apply to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators’ judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of fight for that alleged aggrieved protestant.

Definition: An alleged aggrieved “protestant” is a prospective proposer or proposer who feels that he/she has been treated inequitably by HASB and wished HASB to correct the alleged inequitable condition or situation.

Eligibility: To be eligible to file a protest with HASB pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e., recipient of the RFP documents) when the alleged situation

occurred. HASB has no obligation to consider a protest filed by any party that does not meet these criteria.

Procedure: Any actual or prospective contractor(s) may protest the solicitation or award of a contract for material violation of HASB’s procurement policy. Any protest against a HASB solicitation must be received before the due date for receipt Proposals or proposals and any protest against the award of a contract must be received within ten (10) calendar days after contract award of the protest will be not considered.

**DISPUTES UNDER THE CONTRACT**

Procedures: In the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFP or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty (30) days of either party making a request in writing.

**DISPUTES UNDER THE CONTRACT (cont’d)**

The parties further agree that if the matter, claim, or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good faith attempt to mutually agree upon an arbitrator.

If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two (2) months after selection of the arbitrator.

**ADDITIONAL CONSIDERATIONS**

Required Permits and Licenses: Unless otherwise stated in the RFP documents, all federal, state, or local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either the HASB or the proposers at the time of the proposal submittal dealing or the award, shall be the sole responsibility of the successful proposer and all offers submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits or licenses.

Taxes: HASB as a governmental entity, is exempt from Indiana State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

Government Standards: It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, state, and federal law concerning safety

(OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law, or regulation.

The successful proposer(s) shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given to the successful proposer(s) for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.

Delivery: All costs submitted by the successful proposer(s) shall reflect the cost of delivering the proposed items and/or services to the locations specified within the RFP documents or within the Agreement. All costs in the proposal submittal shall be quoted as FOB Destination, Freight Prepaid, and allowed unless otherwise stated in this RFP.

**ADDITIONAL CONSIDERATIONS (cont’d)**

The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before a specified date constitutes an

event of default by the successful proposer. Upon default, the successful proper agrees that HASB may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.

Work on HASB property: If the successful proposer’s work under the contract involves operations on HASB premises, the successful proper(s) shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work

and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the sire at no cost to HASB.

Subcontractors: Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the HASB. Also, any substitution of subcontractors must be approved in writing by HASB prior to their engagement.

Salaries and Expenses Relating to the Successful Proposers Employees: Unless otherwise stated within the RFP documents, the successful proposer(s) shall pay all salaries and expenses of, and all Federal, Social Security tax, Federal and State Unemployment tax, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer(s) further agrees to comply with all Federal, State, and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

Independent Contractor: Unless otherwise stated within the RFP documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

Waiver of Breach: A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

**ADDITIONAL CONSIDERATIONS (cont’d)**

Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and HASB may pursue compensatory and/or liquidated damages under the contract.

Limitation of Liability: in no event shall HASB be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.

Public/Contracting Statutes. HASB is a governmental entity as that term is defined in the procurement statutes. HASB and this RFP and all resulting contracts are subject to federal, state, and local laws, rules, regulations, and policies relating to procurement, as applicable.

Termination: Any contract resulting from this RFP may be terminated under the following conditions: By mutual consent of both parties, and

Termination for Cause: As detailed within the attached HUD Forms,

HASB may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, or fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from HASB, fails to correct such failures within seven (7) days or such other period as HASB may authorize or require.

Upon receipt of a notice of termination issued from HASB, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by HASB in the notice of termination.

HASB may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

Termination for Convenience:

In the sole discretion of the Contracting Officer, HASB may terminate all contracts resulting from this RFP in whole or part upon fourteen days prior notice to the Contractor when it is determined to be in the best interest of HASB.

The rights and remedies of HASB provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

**ADDITIONAL CONSIDERATIONS (cont’d)**

In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, HASB shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to HASB any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

Examination and Retention of Contractor’s Records: HASB, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this RP, 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 audits, examinations, excerpts and transcriptions.

Invoices (If applicable): Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/her proposal or best and final offer as accepted by HASB.

Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address.

Contractor(s) must submit a separate invoice for each purchase order issued by HASB unless prior approval is obtained from HASB.

Applicable Statutes, Regulations and Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

 Executive Order 11246

 Executive Order 11061

 Copeland “Anti-Kickback” Act (18 USC 874)

 Davis Bacon Act (40 USC 276s-276a-7)

 Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)

 Contract Work Hours & Safety Standards Act (40 USC 327-330)

 Energy Policy & Conversation Act (PL 94-163, 89 STAT 871)

 Civil Rights Act of 1964, Title VI (PL 88-352)

 Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)

 Age Discrimination Act of 1975

 Anti-Drug Act of 1988 (42 USC 11901 et. Seq.)

 HUD Information Bulletin 909-23

 Immigration Reform & Control Act of 1986

 Fair Labor Standards Act (29 USC 201, et. Seq.)

**Conflicting Conditions**:

In the event there is a conflict between the documents comprising this RFP and any resulting contracts, the Response. If a conflict exists between any state statute or federal law the most restrictive term shall apply.

Attachment 1

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Scattered Homes : **SCOPE OF WORK**

The scope of work for this project involves making homes ready for move-in. Details will be provided at pre-conference meeting.

Attachment 2

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**Section 3 Business Preference Explanation (RFP Attachment 2)**

1. **Introduction. The purpose of this document is to, in simplified terms, explain to proposer’s major issues pertaining to the Section 3 Business Preference program required by the Agency’s funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as “Preference.”**
2. **What is Section 3?**
	1. **Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including those communities served by the Agency. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the South Bend Housing Authority (hereinafter, “the Agency”), preference must be given to low- and very lor income persons residing in St. Joseph Co., IN (Section 3 resident), or Section 3 business concerns.**
	2. **The requirements pertaining to Section 3 apply only to purchases and contracts the agency completed for work-the requirements of Section 3 DOES not apply to purchases or contracts the Agency completes solely for commodities or equipment; meaning, “no work provided, no Section 3 required.”**
	3. **Section 3 is race and gender neutral in that preferences are based on income-level and location.**
3. **What does the term “Section 3 resident” mean?**
	1. **A “Section 3 resident is:**
		1. **A public housing resident of the Agency; or**
		2. **A low-or very-low resident of St. Joseph County, IN**
			1. **Low- and very low-income within St. Joseph County, IN is defined as residents within the following income levels for FY 2024 (Median Income = $89,000):**

**(Table #1)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Income Limit Category** | **(1)****Person** | **(2)****Persons** | **(3)****Persons** | **(4)****Persons** | **(5)****Persons** | **(6)****Persons** | **(7)****Persons** | **(8)****Persons** |
| **Very Low****(50%)** | **$31,150** | **$35,600** | **$40,050** | **$44,500** | **$48,100** | **$51,650** | **$55,200** | **$58,750** |
| **Extremely Low****(30%)** | **$18,700** | **$21,400** | **$25,820** | **$31,200** | **$36,580** | **$41,960** | **$47,340** | **$52,720** |
| **Low** **(80%)**  | **$49,850** | **$57,000** | **$64,100** | **$71,200** | **$76,900** | **$82,600** | **$88,300** | **$94,000** |
| **Income Limit areas are based on FY 2024 Fair Market Rent (FMR) areas. For information on FMRs, Please see our associated FY 2024 Fair Market Rent documentation system.** |
|  |

**Section 3 Business Preference Explanation (RFP Attachment 2) cont’d**

**4.0 What does the term “Section 3 business concern” mean?**

 **4.1 A “Section 3 business concern” is a business that can provide evidence that it meets one of the following:**

 **4.1.1 It is 51% or more owned by a Section 3 resident: or**

 **4.1.2 At least 30% of its full-time employees include persons that are currently Section 3**

**residents, or within 3 years of the date of first employment with the business concern were Section 3 residents: or**

**4.1.3 Provides evidence of a commitment to subcontract more than 35% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications with the preceding 3.1.1 or 3.1.2.**

**5.0 Is participation in Section 3 optional?**

**5.1 Except for purchases or contracts solely for commodities and equipment, as part of the solicitation the Agency will offer all proposers and proposers the option of a Preference.**

**5.2 In response to a competitive solicitation (this Request for Proposal of RFP), proposers are not required to respond to the Agency with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the proposer to be deemed non-responsive); however, if a proposer does claim a Preference, then the Agency will consider, investigate, and determine the validity of each such claim for a Preference.**

**5.3 Regardless of whether a proposer claims a Preference in response to a solicitation, the recipient of the award will be required to, “to the greatest extent feasible,” implement the requirements of Section 3 during the ensuing awarded contract term.**

**6.0 Must a contractor receiving an award from the Agency take part in the Section 3 program?**

**6.1 The short answer is “yes.,” as detailed following, each contractor must, “to the greatest extent feasible,” take part in the program.**

**6.1.1 If the contractor wishes, he/she may claim a Preference during the competitive solicitation process (please see Attachment), most specifically Section 2.0 thereon). Pertaining to this Request for Proposals competitive solicitation process, the Agency will give a Preference based upon the Following:**

**Section 3 Business Preference Explanation (RFP Attachment 2) ) cont’d**

**6.1.2 It is possible that a contractor may demonstrate, to the Agency’s satisfaction that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it is not feasible to implement any portion of the Section 3 program. Such failure must be fully documented by the contractor and approved by the Agency or that contractor may be deemed not responsible by the Agency and the contract may be, at the Agency’s discretion, not awarded or terminated.**

**7.0 Be aware that, as detailed within §135.58, the following Section 3 Clause will be a part of every applicable contract the Agency executies, and when a contractor executes the contract, he/she is thereby agreeing to comply with the following:**

***SECTION 3 CLAUSE***

**7.1** **The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170Iu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project be awarded to business concerns which are in, or owned in substantial part by, persons residing in the area of the Section 3 covered project.**

**7.2** **The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Sectary of housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.**

**7.3 The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.**

**Section 3 Business Preference Explanation (RFP Attachment 2) cont’d**

**7.4 The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulations.**

**7.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through with Federal assistance tis provided and to such sanctions as are specified by 24 CFR, Part 135.**

**7.6 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 contracted.**

**7.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Action (25 U.S.C. 450e) also applied to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indiana-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).**

**8.0 As detailed within 24 CFR 135, Appendix I*, Examples of Efforts to Office Training and* *Employment Opportunities to Section 3 Residents,* as a part of the contract award process, to satisfy the requirements of Section 3 successful proposer or Contractor will be able to denote the “efforts” his/her firm will formally commit to implement if he/she is awarded a contract:**

**Section 3 Business Preference Explanation (RFP Attachment 2) cont’d**

**8.1 Entering into “first source” hiring agreements with organizations representing Section 3 residents.**

**8.2 Sponsoring a HUD-certified “Step-up” employment and training program for Section 3 residents.**

**8.3 Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.**

**8.4 Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and here to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in $135.34) reside.**

**8.5 Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and here to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For the Agency, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered projects.**

**8.6 Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and the community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.**

**8.7 Sponsoring (scheduling, advertising, financing, or providing in-kind services) a job informational meeting to be conducted by an Agency or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.**

**8.8 Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside in the neighborhood or service area in which a section 3 project is located.**

**Section 3 Business Preference Explanation (RFP Attachment 2) cont’d**

**8.9 Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.**

**8.10 Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of section 3 covered project.**

**8.11 Contacting agencies administering HUD Youthbuild programs and requesting their assistance in recruiting HUD Youthbuild program participants for the Agency’s or contractor’s training and employment positions.**

**8.12 Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Agency’s or contractor’s training and employment positions.**

**8.13 Advertising the jobs to be filled through the local media, such as community television networks, newspaper of general circulation, and radio advertising.**

**8.14 Employing a job coordinator or contracting with a business concern that is licensed in the field of job replacement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Agency, other recipients or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Agency or contractor intends to fill.**

**8.15 For the agency, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 2 assistance. (This type of employment is referred to as “force account labor” in HUD’s Indiana housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)**

**8.16 Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions**

**8.17 Undertaking job counseling, education, and related programs in association with local educational institutions.**

**Section 3 Business Preference Explanation (RFP Attachment 2) cont’d**

**8.18 Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.**

**8.19 After selection of proposers but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.**

**8.20 Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.**

**9.0 As detailed within 24 CFR §135, Appendix II, *Examples of Efforts to Award Contracts to Section 3* *Business Concerns*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful proposer or Contractor will be able to denote the “efforts” his/her firm will formally commit to implement if he/she is awarded a contract:**

**9.1 Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).**

**9.2 In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.**

**9.3 Contacting business assistance agencies, minority contractor’s associations, and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids of proposals for contracts for work in connection with section 3 covered assistance.**

**9.4 Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Agency.**

**9.5 For the Agency, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.**

**9.6 Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the proposal invitations or request for proposals.**

**Section 3 Business Preference Explanation (RFP Attachment 2) cont’d**

**9.7 Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.**

**9.8 Coordinating pre-proposal meetings at which section 3’s business concerns could be informed of upcoming contracting and subcontracting opportunities.**

**9.9 Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.**

**9.10 Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.**

**9.11 Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.**

**9.12 Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.**

**9.13 Contacting agencies administering HUD Youthbuild programs and notifying these agencies of the contracting opportunities.**

**9.14 Advertising the contracting opportunities through trade association papers and newsletter, and through the local media, such as community television networks, newspapers pf general circulation, and radio advertising.**

**9.15 Developing a list of eligible section 3 business concerns.**

**9.16 For the Agency, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.**

**9.17 Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.**

**9.18 Establishing numerical goals (number of awards and dollar amount of contracts) for award oof contracts to section 3 business concerns.**

**9.19 Supporting businesses which provide economic opportunities to low-income persons by linking them to the support services available through the Small Business**

**Section 3 Business Preference Explanation (RFP Attachment 2) cont’d**

**Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.**

**9.20 Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.**

**9.21. Actively supporting joint ventures with section 3 business concerns.**

**9.22 Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.**

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Attachment 3

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**Section 3 Business Preference Submittal Form (RFP Attachment 3)**

 **(Table #2)**

|  |  |  |
| --- | --- | --- |
| **Max Point** **Value** | **Factor****Type** | **Factor Description** |
|  | **Objective** | **SECTION 3 BUSINESS PREFERENCE PARTICIPATION. (NOTE: A maximum of 15 points awarded).** |
| **15 points** |  | **Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.** |
| **13 points** |  | **Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.** |
| **11 points** |  | **Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents or any other housing development or developments.** |
| **9 points** |  | **Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were “Section 3” residents of any other public housing development.** |
| **7 points** |  | **Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.** |
| **5 points** |  | **Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 2 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.** |
| **3 points** |  | **Priority VII, Category 4b. Business concerns that subcontract more than 25 percent of the total amount of subcontracts to Section 3 business concerns.** |
|  |
| **15 points** |  | **Maximum Available Preference Points (Additional)** |
|  |

**Section 3 Business Preference Submittal Form (RFP Attachment 3) cont’d**

* 1. **The undersigned bidder hereby declares:**
	2. **The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.**
	3. **He/she is aware that if the Agency discovers that any such information is not true and accurate, such shall allow the Agency to:**
		1. **NOT award the bidder a Preference; and**
		2. **If the Agency deems such is warranted (e.g. in the case of submitting information the bidder knows to be untrue), declare such bidder to be nonresponsive and not allow the bidder to receive an award.**
	4. **He/she is aware that if he/she receives and award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Agency as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the Agency) whenever the successful bidder has need to hire additional employees during the term of the ensuing contract.**

**The undersigned contractor hereby affirms that the foregoing is true and accurate and that he/she hereby agrees to comply as denoted herein.**

**Signature Date Printed Name Company**