

**RFP 19-08**

**RAD Consultant Services**

**Butler Metropolitan Housing Authority**

**September 2019**

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## **Request for Proposal**

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

**Scope of Services:** RAD Consultant Services

Proposals will be received until:

**Closing Time:** 2:00 p.m.

**Closing Date:** October 10, 2019

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

**Phone:** (513) 868-4110

**Fax:** (513) 896-9381

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

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

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

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

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

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

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

BUTLER METROPOLITAN HOUSING AUTHORITY

By: Rita Adams, Accounting Manager

## **1.0 Instructions to Proposers**

### **Introduction**

This Request for Proposal (RFP) identifies the requirements to be considered the minimum required by Butler Metropolitan Housing Authority (BMHA). This RFP attempts to provide the proposer with enough information to fully understand BMHA's requirements and the environment in which the proposal must be developed and operate. Notwithstanding any of the specific details described in this RFP, it will be the obligation of the proposer to provide a service that works in the accomplishment of the requirements identified in this document. To aid the evaluation team in fully understanding each proposal submitted, and to ensure that full awareness is given to each aspect of the proposal, any deviation from the requirements specified in this document must be clearly noted and referenced to the subject area of the RFP.

### **1.1 Preparation of Proposals**

Proposers 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 proposer's risk.

Each proposer shall furnish the information required by the solicitation. The proposer shall sign the proposal 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 proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to BMHA.

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

### **1.2 Explanation to Prospective Proposers**

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

### **1.3 Questions**

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

4110 Hamilton-Middletown Road  
Hamilton, OH 45011  
Fax # (513) 896-9381  
Email Address:

Questions may be submitted until 12:00 a.m. (midnight) eastern time September 25, 2019. Answers and responses will be distributed to all prospective proposers after that date.

### **1.4 Amendments to Solicitation**

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

Proposers must acknowledge receipt of any amendments to this solicitation by:

- Signing and returning the amendment;
- Identifying the amendment number and date in the space provided for this purpose on the form for submitting a proposal;
- Letter, or;
- Facsimile, if facsimile proposals are authorized in the solicitation.

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

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

**All addenda may be downloaded from [www.butlermetro.org](http://www.butlermetro.org), or may be obtained by contacting Procurement/Budget Assistant listed in Section 1.3.**

### **1.5 Proposal Requirements**

Proposal forms must be signed by an individual authorized to execute contracts for the Company in order to be accepted.

**These forms, required at the time of submission, must be signed and provided to BMHA.** (Forms may be downloaded from [www.butlermetro.org](http://www.butlermetro.org), or obtained by contacting Procurement/Budget Assistant in Section 1.3)

- Debarment Certification for Prime and all levels of Sub-Consultants (HUD 2992).

- Instructions to Offerors (HUD-5369-B)
- A completed Representation Certifications and Other Statements of Bidders Form (HUD-5369-C).
- Declaration regarding material assistance to terrorist organizations (HLS 0038).
- Non-Collusive Affidavit for prime and all levels of Sub-Consultants
- Certificate of Corporate Good Standing for Prime and **all levels** of Sub-proposers
- Listing of three (3) references with contact information
- Within ten (10) days of notice of award, the following will be requested:
  - o Proof of the appropriate insurance coverage:
    - Workers' Compensation – Statutory Amount
    - \$500,000 Automobile liability on owned, non-owned and hired motor vehicles used in connection with this contract
      - A **“Certificate of Insurance” must name the BUTLER METROPOLITAN HOUSING AUTHORITY as “third party insured”**
    - General Liability - \$500,000

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

Workmen's Compensation shall be kept in accordance with State Law for all employees engaged under this contract. Proof of Workmen's Compensation coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain a current valid uninterrupted Workers' Compensation certificate will be grounds for the contracting officer to terminate the contract for default.

### **1.6 Time for Receiving Proposals**

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

### **1.7 Proposal Withdrawal**

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

## **1.8 Proposal Submission**

Proposals must be submitted to BMHA by October 10, 2019 at 2:00 p.m. (local time) without exception, at the following address to be eligible for consideration:

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

**One** original copy of the proposal, plus **three** exact copies marked "Copy" are required. The cost proposal should be attached **only** with "original" proposal.

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

**Request for Proposal**  
**To Provide: RAD Consultant Services**  
**Solicitation No. RFP 19-08**  
**Due: October 10, 2019 at 2:00 p.m.**

Proposals shall be submitted in sealed envelopes or packages using forms furnished by BMHA. All required forms shall be submitted in the envelope or package(s), which will clearly be marked "Proposal Documents" and will show the project name and number, name of proposer and the date and time when proposals are due. Once received by BMHA, proposals will not be returned.

All submissions are the property of the Authority and shall be retained by the Authority. Responses will not be returned. The contents of the documents submitted by the successful proposer(s) may become part of any contract award at the sole discretion of the Authority.

Facsimile proposals, modifications or withdrawals will not be considered.

Negative or zero prices will cause the whole submission to be deemed a non-responsive submission.

BMHA may reject any proposal as non-responsive if it is materially unbalanced as to the prices for the various items of work to be performed. A proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.



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

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

A modification resulting from BMHA's request for "best and final" proposal 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 BMHA after receipt by BMHA.

The only acceptable evidence to establish the time of receipt at BMHA is the time/date stamp of BMHA on the proposal wrapper or other documentary evidence of receipt maintained by BMHA.

Notwithstanding this provision, a late modification of an otherwise successful proposal that makes its term more favorable to BMHA will be considered at any time it is received and may be accepted.

## **1.10 Evaluation of Proposals**

Within ninety (90) days after receipt of proposals, BMHA will complete a review of all qualifications.

The Procurement Section will conduct an initial review process. This review of all proposals submitted to establish responsiveness and responsibility according to the submission of required documents on the part of the proposer.

Upon establishment of responsiveness, the technical and price evaluation phase would begin. An internal Evaluation Team will be assigned to this project. Their responsibility is to: (1) thoroughly review each proposer's proposal, (2) rate each proposer's proposal by awarding a point value to each of the evaluation and selection criteria.

Each proposer will ultimately end up with a score based upon the points assigned to the evaluation factors by each team member. All individual factors will be added to obtain an accumulated total score. At this point the Authority may decide, at its sole discretion, to enter negotiations with the highest rated proposer.

Should the Authority deem it advisable to obtain clarification, proposers yielding clearly competitively high scores during the first phase evaluation may then be invited to a technical question and answer conference to be held at a specific time and date scheduled by the Procurement Officer. **Not all proposers may be asked to make such oral presentations.**

During this oral evaluation phase BMHA may, at its discretion, request any one or all proposers to make oral presentations. If invited to participate, at this point, based on their oral presentations, proposers will again be evaluated on the technical evaluation factors.

In consideration of the evaluation team's final scores, BMHA intends to enter into negotiations with, and award a contract to, the highest ranked proposer(s) based on the points received for the **oral evaluation** phase.

The decision as to who shall receive a contract award, or whether an award shall be made as a result of this request for proposal shall be at the sole discretion of the Authority. In addition, multiple awards may be made.

### **1.11 Responsibility of Prospective Proposer**

BMHA shall award a contract only to a responsible prospective proposer who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective proposer must:

- Have adequate financial resources to perform the contract or the ability to obtain them;
- Have a satisfactory record of integrity and business ethics;
- Have a satisfactory record of compliance with public policy (i.e. Equal Employment Opportunity); and
- Not have been suspended, debarred, or otherwise determined to be ineligible for award of Contracts by the Department of the U.S. Government. Current lists of ineligible proposers are available for inspection.

Before a proposal is considered for award, the proposal may be requested by BMHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the proposer to provide additional information may render the proposer ineligible for award.

### **1.12 Negotiations with Selected Proposer**

Once the evaluation process is complete, BMHA will negotiate with the highest ranked proposer. The negotiations will include clarifying the specific scope of work, performance period, and determining the final cost of the scope of work. If BMHA and the highest ranked proposer fail to reach an agreement, BMHA may negotiate with the next highest ranked proposer to reach an agreement, unless BMHA determines that it is in the best interest to re-solicit for these services.

### **1.13 Contract Award**

The contract(s) will be awarded to the most responsive and responsible firm, which is most advantageous to BMHA provided the proposal complies with all conditions of the Request for Proposal (RFP). BMHA reserves the right to reject any and all proposals and to waive any informality in the solicitation. BMHA is prohibited from making an award to firms (including sub-proposers) or any individuals that are on the list of firm's ineligible to receive from the United States Governments, as furnished by HUD.

### **1.14 Contract Term**

The Contract term is for two (2) years, effective November 1, 2019 thru October 31, 2021, with the Authority having the option to renew for three (3) additional one-year periods at no additional

cost to the Authority, effective November 1, 2021 thru October 31, 2022, November 1, 2022 thru October 31, 2023, and November 1, 2023 thru October 31, 2024.

### **1.15 Review of Services**

Prior to the end of the twenty-fourth (24<sup>th</sup>) month of the initial contract BMHA will evaluate the contractor to determine whether the optional renewal period should be considered. This evaluation will be based on the productivity of the Contractor, as specified by BMHA. The Contractor agrees to provide BMHA with any and all information that BMHA deems necessary and pertaining to the service for evaluation. **OPTIONAL RENEWAL PERIOD(S)**

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

### **1.16 Service of Protest**

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

### **1.17 Notice of Award**

All proposers will be notified by mail or BMHA's selection as soon as possible. A successful proposer will be issued a Notice of Award.

### **1.18 Commencement of Work**

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

### **1.19 Cost of Producing Proposal**

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

### **1.20 Submission Conditions**

Do not fold or make any additional marks, notations or requirements on the documents to be submitted. Proposers are not allowed to change the conditions or specifications contained herein by making or entering onto these documents or the documents submitted any revisions or additional and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to BMHA by the proposer, such may invalidate the proposal. If, after accepting such a proposal, BMHA decides that any such entry has not changed the intent of the proposal that BMHA intended to receive, BMHA may accept the proposal and the proposal shall be considered by BMHA as if those additional marks, notations or requirements were not entered on such.

### **1.21 Qualifications of Proposers**

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

### **1.22 Public Records**

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

#### **“PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION”**

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

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

### **1.23 Suspended/Debarred**

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

### **1.24 Key Personnel**

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

### **1.25 Assignments**

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

### **1.26 Termination**

Termination may occur for (but is not limited to) the following reasons:

- A. Proposer fails to perform any provisions within the contract;
- B. Proposer fails to supply ample skilled workman;
- C. Proposer disregard any laws, ordinances, rules or regulations;
- D. HUD funding to the authority is curtailed or reduced or
- E. The convenience of the Authority.

### **1.27 MBE/FBE/Section 3**

The Authority has established a goal of 30% Section 3, 20% Minority Business Enterprise (MBE) and 5% Female Business Enterprise (FBE) for contracts exceeding \$10,000. Please indicate the MBE/FBE/Section 3 percentage for your company in your submission.

### **1.28 Laws to be Observed**

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

### **1.29 Licensing Requirements**

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

### **1.30 Hold Harmless Clause**

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

### **1.31 Breach of Contract**

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

### **1.32 Complaints**

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

### **1.33 Compensation**

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

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

### **1.34 Final Payment**

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

### **1.35 Resident Council Meeting**

Proposer shall attend resident council meetings as requested by BMHA.

### **1.36 Pre-Proposal Conference**

There will not be a pre-bid conference with this RFP.

## **2.0 Scope of Work**

### **2.1 Overview**

The Butler Metropolitan Housing Authority, also known as BMHA, invites proposals for RAD Consultant Services (the “Services”) to be performed under a contract with BMHA (the “Contract”) by a firm or firms (the “Contractor”), with experience in providing Consultant services for mixed-income, mixed-use multifamily developments. The Contractor should have demonstrated experience with the interaction of housing authorities with the U.S. Department of Housing and Urban Development (“HUD”), and with HUD’s regulations and requirements relating to HUD mixed-finance development, the Choice Neighborhood Program and the Rental Assistance Demonstration Program (“RAD”). The Contractor must demonstrate experience with the requirements related to conventional financing, the use of Low-Income Housing Tax Credits (“LIHTC”), tax-exempt debt financing, Section 108 loans, homeownership sale program, and other public and private funding mechanisms.

### **2.2 Background**

BMHA currently operates 1,144 public housing units in the cities of Hamilton and Middletown and has paired up with TCG Development Advisors to create a plan for the future of the Authority and its properties. As BMHA and TCG work on creating this plan, the winning firm(s) will be on board to advise when any challenges arise.

### **2.3 Scope of Services**

The Firm(s) selected to provide the Consultant services described in this RFP (the “Services”) shall provide these services on behalf of BMHA or any subsidiaries or any affiliates which may include but are not limited to the following:

- A. Prepare realistic and market justified development budgets and operating proformas with detail for the RAD Program Lenders, Finance, Grant Awarding Agencies and HUD.
- B. Communicate with BMHA, HUD and other appropriate agencies and representatives with enough knowledge and details to satisfy requirements and meet deadlines.
- C. Refine and create detailed analysis of BMHA’s RAD conversion to include projected post RAD revenues, summarize financing options, detailed project proformas of two financing options and competitive analysis showing agency revenue.
- D. Review and finalize draft application (s) in accordance with PIH 2012-32 (HA) for selected sites.

- E. Monitor, oversee and submit required items (IE RPCA, environmental reports, proformas, HUD form documents, etc.) to meet the HUD required CHAP milestones, including the Financing Plan which will be used in the HUD RAD approval process.
- F. Monitor, oversee and submit required items to meet HUD required Section 18 Demolition/Deposition process.
- G. Monitor and oversee required items to meet BMHA's Mixed Finance Projects including L both 4% and 9% Local Income Housing Tax Credits (LIHTC), Multi-family Bond, HOME and Community Development Block Grant (CDBG) programs.
- H. Assist and participate with BMHA in the development evaluation and selection of financing partners.
- I. Assist BMHA with the creation and utilization of non-profit entities necessary for the redevelopment of its portfolio.
- J. Assist BMHA and Development Partners with seeking proposals from as well as evaluating and recommending tax credit syndicators.
- K. Assist BMHA with negotiating new or re-negotiating existing development agreements.
- L. Assist BMHA and Development Partners with seeking proposals from appropriate professionals for architectural design, site plans and construction drawings for the redevelopment of the BMHA's real estate portfolio.
- M. Assist BMHA with seeking proposals from qualified firms that will coordinate and develop resident relocation plans that produce timely redevelopment of the real estate portfolio.
- N. Facilitation the financial closing process, serving as a liaison between BMHA, HUD, appropriate legal professionals, development partners and funding provider.
- O. Assist to resolve outstanding issues for BMHA's RAD Legal Services providers, HUD, Developer and finance organizations.

## **2.4 Experience and Qualifications**

Proposal must clearly demonstrate full knowledge, understanding, and experience in methods, techniques and guidelines required for the performance of the required work. Capacity and capability of the consultant to perform the work on schedule and be responsive to the Authority's



direction should be clear. The proposer's ability to form successful working relationships and to effectively communicate is of the essence.

- A. The name of the firm, the location of the firm's principal place of business, and if different from the principal place of business, the location where the proposed services will be performed.
- B. The age of the Proposer's business, and the average number of employees over the next year.
- C. Demonstrated track record of providing development services listed under Scope of Work.
- D. Experience with the HUD Public and Indian Housing Funding Sources (such as Capital, Replacement Housing Factor Funds, Demolition and Disposition Transition Funds, Operating Subsidy, and Housing Choice Vouchers).
- E. The abilities, qualifications, certifications, and experience of all "key" personnel who would be assigned to provide the work.
- F. Demonstrated track record of other contracts under which services were similar in scope, size, and/or discipline including references.
- G. Experience with Mixed Finance Development, Rental Assistance Demonstration (RAD), Choice Neighborhood Initiative (CNI) and LIHTC programs and projects. Include a list of all Mixed Finance Development, RAD, CNI and LIHTC projects or applications for which the firm provided legal advice in the past two years and a brief description of subject transactions. Identify which have been funded, if any of the transactions have closed. Describe your experience and expertise in drafting and negotiating any of the referenced project financial and developer agreements including those jointly completed in concert with legal counsel.
- H. Experience and expertise in providing development services in the areas of Ohio real estate transactions and partnership formations.
- I. Range of staff size and workload over the last year.
- J. A listing of and similar detail on any proposed subcontractor or consultant. If proposing a joint venture, please itemize the projects previously completed together.
- K. Other relevant information at the consultant's opinion. This may include management techniques, cost control methods and experience, cost estimating track record and schedule compliance.

### 3.0 Submission Requirements

- MBE/WBE: BMHA strongly encourages minority owner and women owned businesses to respond to this RFP. Also, small businesses are encouraged to respond.
- Section 3: BMHA encourages respondents to hire housing authority or low-income residents of Hamilton and Middletown, Ohio.
- Executed Non-Collusive Affidavit
- Executed HUD Form 2992
- Declaration regarding material assistance to terrorist organizations (HLS 0038)
- HUD 5369-B Instructions to Offerors Non-Construction
- HUD 5369-C Certifications and Representations of Offerors
- **Three (3) references of previous work like this project and show company name, contact person, address, phone number, and e-mail address.**

## 4.0 Evaluation Criteria

Proposals received in response to this RFP will be evaluated by BMHA staff. Only those proposals from firms which are complete and responsive to the specification set forth in consideration of this RFP will be selected for future consideration.

The evaluation factors listed below will be used as a mechanism for fairly and thoroughly evaluating the proposals submitted. The Authority will select winning respondent based upon the following evaluation criteria and the Authority's needs.

<b>A. RAD Experience</b>		<b>20</b>	<b>Points</b>
1. Five years or more with RAD	-	20 points	
2. Five years or less with RAD	-	10 points	
3. No experience with RAD	-	0 points	
<b>B. MIXED FINANCE Experience</b>		<b>20</b>	<b>Points</b>
Experience with 4% or 9% Low Income Housing Tax Credits (LIHTC), Housing Bond Programs, HOME program, CDBG program, etc.			
1. Over twenty years of experience	-	20 points	
2. Between 15 and 20 years of experience	-	15 points	
3. Between 10 and 15 years of experience	-	10 points	
4. Between 5 and 10 years of experience	-	5 points	
5. 5 years or less	-	0 points	
<b>C. State of Ohio Experience</b>		<b>5</b>	<b>Points</b>
1. Ohio Experience	-	5 points	
2. No Ohio Experience	-	0 points	
<b>D. WMBE</b>		<b>5</b>	<b>Points</b>
1. Yes	-	5 points	
2. No	-	0 points	
<b>E. Addressing the Request for Proposal</b>		<b>30</b>	<b>Points</b>
1. Proposal addresses all items in the RFP	-	30 points	
2. Proposal addresses most items in the RFP	-	20 points	
3. Proposal addresses some of the items in the RFP-	-	10 points	
4. Proposal does not adequately address the RFP	-	0 points	

**F. References****10 Points**

- |  |   |           |
|--|---|-----------|
| 1. Good references from both RAD and Mixed Finance clients | - | 10 points |
| 2. Good references from Mixed Finance clients              | - | 5 points  |
| 3. Good references   | - | 3 points  |

**G. Cost****10 Points**

- |   |   |           |
|---|---|-----------|
| 1. Lowest Price                             | - | 10 points |
| 2. Price falling between highest and lowest | - | 5 points  |
| 3. Highest Price                            | - | 0 points  |

# **Exhibit A**

## **Fee Proposal**

Complete the following document and submit with the “Original” copy only.

- The cost shall be a firm fixed price inclusive of all elements required to deliver the services, including but not limited to:
  - Employee Cost and Benefits
  - Clerical Support
  - Supplies
  - Materials
  - Licensing
  - Insurance
  - Fuel Surcharges
  - Franchise Fees
  - Please note that such cost is inclusive of all elements required to provide these services as specified herein and each fee proposed shall be fully “burdened” with profit and overhead costs.
  
- Authorization of Offeror
  - The Offer’s Fee Information must be signed by a representative of the Offeror who is legally authorized to enter a contractual relationship in the name of the Offeror.

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be 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:]



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

## READ BEFORE COMPLETING YOUR DMA FORM

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

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

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

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

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

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



## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

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

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

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

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

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

BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

### DECLARATION

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

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

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

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

### CERTIFICATION

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

APPLICANT SIGNATURE X	DATE
--------------------------	------

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

**READ BEFORE COMPLETING YOUR DMA FORM**

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

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

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

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

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

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



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

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

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

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

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

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

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

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

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

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

### DECLARATION

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

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

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

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

#### CERTIFICATION

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

X

APPLICANT SIGNATURE

DATE

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

**Terrorist Exclusion List**

As of July 20, 2006

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

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

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

**U.S. Department of State Terrorist Exclusion List**

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

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

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

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

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



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

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

## Non Collusive Affidavit

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

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

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

says: That he is \_\_\_\_\_ (president, sole owner, partner, etc.) of

\_\_\_\_\_ (firm name) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that no one conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the Owner or any person interested in the proposed contract: and that all statements in said proposal or bid are true.

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

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

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

\_\_\_\_\_, 201\_\_

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

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

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

**Instructions for Certification (B)**

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

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

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

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

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

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

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

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

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

Applicant

Date

Signature of Authorized Certifying Official

Title

Section 3 Plan  
for  
Butler Metropolitan Housing Authority

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## **Exhibits/Forms**

Exhibit 1:	Certification for Business Concerns Seeking Section 3 Preference
Exhibit 2:	Certification of Residents Seeking Preference in Training and Employment

### **General Policy Statement**

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

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

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

### Section 3 Purpose

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

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

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

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

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



### Section 3 Action Plan

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

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

### Section 3 Employment and Training Goals

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

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

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

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

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

The BMHA will certify Section 3 program participants who reside in the Cities of Hamilton and Middletown and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility, as required.

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

### Resident Hiring Requirements

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

<b>Total Labor Dollars Use Total Contract Amount for Service Contracts</b>	<b>Resident as a % of Labor Dollars</b>
\$25,000 through \$100,000	10% of the labor dollars
\$100,001 through \$200,000	9% of the labor dollars
\$200,001 through \$300,000	8% of the labor dollars
\$300,001 through \$400,000	7% of the labor dollars
\$400,001 through \$500,000	6% of the labor dollars
\$500,001 through \$1 million	5% of the labor dollars
\$1 million through \$2 million	4% of the labor dollars
\$2 million through \$4 million	3% of the labor dollars
\$4 million through \$7 million	2% of the labor dollars
\$7 million or more	1- ½% of the labor dollars

With this sliding formula, it is expected that an appropriate number of BMHA public housing residents and neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy BMHA resident hiring requirements set forth above.

1. Subcontractor or joint venture with a resident owned business. The business must be 51% or more owned by BMHA public residents, or subcontract/joint venture with a business that employs full-time, 30% or more of low- and very-low income individuals within the cities of Hamilton and Middletown, or.

2. Direct hiring of BMHA public housing residents and/or low- and very-low income neighborhood residents based on the Resident Hiring Scale, or.
3. Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale forth in the Resident Hiring Scale, or.
4. Contractors makes a contribution to BMHA Education Fund to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set for in the Resident Hiring Scale.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



### **Resident Owned Business Contracting**

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

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

- Submit certified copies of any city, state or county municipal licenses that support the type of business activity for which it performs.
- Disclose to the Section 3 Coordinator, all owners of the business, as well as, each owner's percentage of ownership and names those individuals who possess the authority to make decisions on a day-to-day basis.
- Submit evidence that the business is able to perform successfully under the terms and conditions of the proposed contract.
- Provide a certified listing of all contracts awarded and received under the alternative procurement process within a two-year period. If a resident-owned business has received, under this alternative contracting procedure, one or more contracts (within the two-year period) with total combined dollars of \$1,000,000, then it is no longer eligible for additional contracts under the alternative process until the 2-year period is passed.

This alternative procurement policy is based upon the procurement procedure and policy set forth in HUD's regulations at 24 CFR, Part 85.36, but applies only to solicitations of resident-owned business. BMHA will utilize the alternative contracting procedure for resident owned business only in cases where it is considered to be in the best businesses, economic and service interest of the Authority.

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

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

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

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

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

- Training opportunities will be advertised by distributing flyers via mass mailing and posting in common areas of the housing developments.
- The resident councils, as well as neighborhood community organizations will be contacted to request their assistance in notifying residents of the available training and employment opportunities.
- Employment opportunities will be advertised by posting job vacancies in common areas of all of the BMHA housing developments as well as contacting resident councils and neighborhood community organizations.
- A database will be developed of eligible qualified Section 3 Business concerns to contact with respect to availability of contract opportunities.
- Relationships will be developed with local area employers in an effort to solicit job vacancies to determine skills needed in their workforce, thereby providing training to residents developing skills that will transfer them into the external labor market.
- A provision for a specific number of public housing or Section 3 program participants to be trained or employed by the contractor will be incorporated into the contract.

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

- The Section 3 Coordinator will conduct a pre-interview with all residents being hired by a contractor.
- The pre-interview will assess job readiness (i.e., childcare, transportation, work maturity, job retention skills). Only residents meeting the minimum qualifications of the contractor or subcontractor will be referred to the job site. Residents not deemed job ready would be referred elsewhere. It is imperative that the resident's basic needs are met prior to employment.
- If a resident is referred to a contractor and does not perform satisfactorily due to poor work habits (i.e., tardiness, absenteeism, alcohol/drugs, abusive language, fighting, etc.) she/he will be allowed two additional opportunities to be referred to other contractors. If after that time the resident still does not perform satisfactorily, it will be mandatory that she/he attend and complete a job readiness class, alcohol/drug treatment center, or any other program that she/he may be required to attend. After successful completion, the resident will be given the opportunity to be reinstated on the list of residents available for work.
- Residents experiencing problems with contractors should first communicate the problem to the employer. If the problem cannot be resolved between the employee and employer, the Section 3 Coordinator will meet with the parties involved to assist in trying to resolve the problem. Residents and employers (contractors and subcontractors) should document problems whenever they occur and record any and all efforts to correct them. The written documentation of the problem should be submitted to the Section 3 Coordinator.
- In order to qualify for employment with contractors, public housing residents must have their name(s) on a lease, be current on rent, be at least eighteen years of age and not be involved with any legal action with the BMHA (i.e. current documented eviction, criminal and drug activity or trespassing).

- Residents not interested in construction employment opportunities will be assessed for other skills (i.e. clerical, administrative, etc.) and will be referred to resources that will help with interviewing techniques, resume preparation and how to dress for success when conducting a job search.
- Residents interested in pursuing General Equivalency Diploma (GED) and continued training will be referred to resources that Section 3 Coordinator maintains contain with.

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

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

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below:
  - Category 1 - Section 3 Resident  
Residents of the housing developments for which the contract shall be expended.
  - Category 2 - Section 3 Resident  
Residents of other housing developments managed by the BMHA in the City of Hamilton and City of Middletown.
  - Category 3 - Section 3 Resident  
Participants in HUD Youthbuild program being carried out in the project boundary area.
  - Category 4 - Section 3 Resident  
Residents of Section 8 of the BMHA as well as all other residents residing in the City of Hamilton and the City of Middletown who meet the income guidelines for Section 3 (refer to the Section 3 Income Limits).
- After the award of contracts, the contractor must, prior to beginning work, inform Section 3 participants of the development at which the work will be performed, by providing the following:
  - Names of the Section 3 business concerns to be utilized,
  - Estimates of the number of employees to be utilized for contract,
  - Projected number of available positions to include job description and wages rates (construction wages consistent with Davis Bacon),
  - Efforts that will utilized to seek Section 3 participants. (See Exhibit 2)

- Contractors must notify the Section 3 Coordinator of their interests regarding employment of Section 3 Participants prior to hiring. The Section 3 Coordinator will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness. Additionally, the legal department will be contacted to ensure that individuals are not involved in any legal proceedings against/with the BMHA.
- Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the contraction trades) at the time of contract award.
- Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc. and provide this information to the BMHA Section 3 Coordinator.
- Immediately notify the Section 3 Coordinator of any problems experienced due to the employment of Section 3 participants.
- Immediately notify the Section 3 Coordinator if a participant quits, walks off, or is terminated for any reason. The contractor must provide written documentation of all such incidents to support decisions to the Section 3 Coordinator to determine if an investigation is warranted.

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

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

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

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

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

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



### Section 3 Clause

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by 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 the contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative with the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth a minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations 24 CFR part 135, and agrees to take appropriate action, as provided in applicable provision of the subcontract or in the Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. 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 vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

# Exhibit 1

**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:**

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

**For business entity as applicable:**

- |   |   |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation  | <input type="checkbox"/> Certificate of Good Standing             |
| <input type="checkbox"/> Assumed Business Name Certificate  | <input type="checkbox"/> Partnership Agreement                    |
| <input type="checkbox"/> List of owners/stockholders and<br>% ownership of each                   | <input type="checkbox"/> Corporation Annual Report                |
| <input type="checkbox"/> Organization chart with names and<br>titles and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
|   | <input type="checkbox"/> 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:**

- |   |  |
|---|--|
| <input type="checkbox"/> List of all current full-time employees                                | <input type="checkbox"/> List of employees claiming Section 3 status                                     |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3<br>years from date of employment | <input type="checkbox"/> Other evidence of Section 3 status less<br>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

Attested by: \_\_\_\_\_

**Am I a Section 3 Business?**

1. Is 51% of your business owned by Section 3 Residents?
  - a. Percent owned by Section 3 Residents: \_\_\_\_\_
  - b. Percent owned by all others: \_\_\_\_\_
  
2. Does 30% of your current full-time staff meet the definition of Section 3 Resident?
  - a. Total number of full-time employees: \_\_\_\_\_
  - b. Number of full-time employees that currently meet the definition of a Section 3 Resident: \_\_\_\_\_
  - c. Number of full-time employees that may have met the definition of a Section 3 resident within the last 3 years: \_\_\_\_\_
  
3. Does your business have evidence of firm commitment(s) to provide 25% of the total dollar amount of subcontracts to Section 3 Businesses?
  - a. Total dollar amount of subcontracts to be awarded with HUD funds: \_\_\_\_\_
  - b. Total dollar amount of HUD-Funded subcontracts to be awarded to Section 3 businesses: \_\_\_\_\_

# Exhibit 2

## Resident Employment Opportunity Data

### Butler Metropolitan 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. (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 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 if participation<br>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 Butler Metropolitan Housing Authority qualify as Section 3 residents. Additionally, individuals residing in the cities of Hamilton and Middletown 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			
Persons in Family	Extremely Low Income	Very Low Income	Low Income
1	\$15,700	\$26,150	\$41,850
2	\$17,950	\$29,900	\$47,800
3	\$20,420	\$33,650	\$53,800
4	\$24,600	\$37,350	\$59,750
5	\$28,780	\$40,350	\$64,550
6	\$32,960	\$43,350	\$69,350
7	\$37,140	\$46,350	\$74,100
8	\$41,320	\$49,350	\$78,900