



CONSTRUCTION TRAINING SERVICES  
REQUEST FOR PROPOSAL

RFP MHA-002-2011

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PROPOSAL ISSUE DATE: JULY 22, 2011

PROPOSAL DUE DATE: **AUGUST 05, 2011, 4:30PM**

**REQUEST FOR PROPOSAL  
CONSTRUCTION TRAINING SERVICES  
MARIN HOUSING AUTHORITY**

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# 1. GENERAL INFORMATION

## 1.1. INTRODUCTION

The Housing Authority of the County of Marin (MHA) - now in its 69<sup>th</sup> year of service – is a leading provider of housing in Marin County. MHA provides rental subsidies, homeownership opportunities and safe, affordable housing for low to moderate income families, seniors and persons with disabilities. MHA serves over nine-thousand residents each year.

MHA is a public corporation, separate from the county, created pursuant to the Health and Safety Code of the State of California. Housing Authorities are authorized to provide decent, safe and sanitary housing for low to moderate income people.

MHA has sixty-five employees, owns and manages 700 units of housing, administers programs with 2, 200 units managed by others, and has an annual budget of \$40,000,000.

## 1.2. OVERVIEW

In keeping with its tradition of offering training and supportive services, MHA is issuing this Request for Proposals (RFP) seeking, from qualified service providers, formal written proposals to obtain **resident construction training services**.

All proposals submitted in response to this request must conform to all of the requirements outlined within this document and any designated attachments, in their entirety.

The objective of the training program is to equip low income **MHA public housing residents** who are eligible for employment with construction trade skills and education for increased self-sufficiency and economic empowerment. The construction training services will be provided for a period of 6 months, with possible ongoing employment search support as agreed and needed. **A maximum of \$75,000 is available for award under this RFP.**

The respondent must have demonstrated experience working with the eligible population. The proposal must make clear how the training program will provide pathways to jobs by improving levels of serviceable workforce skills and education; matching workforce to employment needs and directing career paths to job opportunities.

Eligibility will be limited to residents that are currently on a MHA public housing lease.

Qualifying MHA residents may include persons who face significant barriers to employment such as:

- Lack of a high school diploma or GED
- Having very limited or no work experience
- Chronic unemployment or underemployment
- Lack of basic skills
- Previous offenses
- Disabilities

The respondent must work in full collaboration with MHA's existing social service support programs to deliver a seamless, comprehensive construction job training program. MHA's service programs will assist with outreach, recruitment and case management of program participants. Respondent will deliver the construction training component of the program.

## 2. SCOPE OF SERVICES

**Proposers should consider the program requirements and expectations below and submit a detailed summary of a construction training program that will provide adequate training and meet MHA's target employment and program completion goals.**

### 2.1. APPLICANT SCREENING

MHA's service programs will conduct outreach and recruitment to attract eligible participants.

The service providers will ensure applicants are, as required, currently listed on a MHA public housing lease. All applicants, as a condition of enrollment in the training program, must be prescreened and approved by MHA or its designated service provider.

MHA's service programs will track participants that are approved to participate in the training program, and provide work support and service support to participants throughout the program.

### 2.2. CONTRACTOR REQUIRED SERVICES

Contractor will administer a construction training program that will combine classroom instruction as well as practical hands on training. The training will provide the participants with the knowledge and skills to maintain and grow in careers in construction and related fields.

A series of course sessions should be provided and may include – but is not necessarily limited to – such major topic areas of:

- I. Orientation (Introduction to standard, basic construction skills and principals)
- II. Career Opportunities in Construction & Green Job Site Visits
- III. Tools & Equipment, Job Site Visits
- IV. Safety (Working conditions, OSHA compliance, Right to know law, Hazardous material handling, Ladder usage, scaffolding)
- V. Deconstruction
- VI. Carpentry
- VII. Flooring
- VIII. Windows and Doors
- IX. Weatherization
- X. Solar Panels
- XI. Dry wall, Painting, Plastering
- XII. Roofing

XIII. Siding

XVII. Landscaping

Training sites must be easily accessible by bus or other modes of public transportation.

It is expected that the comprehensive training program will take place over a 26-week time period, with an approximate total of 20 hours per week, per participant, of training. Each participant should receive a stipend. The total sum of the stipend for the 26 week period will vary depending on the number of participants, design of the training program, supervision costs and any funds contributed by proposer.

MHA expects at least 50% of participants to have the necessary skills to be placed in construction related employment upon completion of the program.

### **3. RFP INSTRUCTIONS AND INFORMATION**

#### **3.1. PROPOSAL CONTENT AND INSTRUCTIONS**

The proposal must contain specific information to facilitate its evaluation – as outlined in this section of the RFP - and must be submitted in the following format:

##### **I. COVER PAGE**

All proposals must be accompanied by a cover page and containing the following information:

1. Name of Organization
2. Address
3. Contact Person (Name and Title)
4. Telephone Number and Email Address
5. Type of Organization
6. Name Title and Signature of individual authorized to represent the proposing agent in submitting the proposal

##### **II. TABLE OF CONTENTS**

Include all sections and attachments with page numbers.

##### **III. PROJECT SUMMARY**

Present a brief summary of the proposed program

##### **IV. PROGRAM DESIGN**

Describe how the program is designed. Include the following:

1. Method and design of training
2. Length of training in hours expected in each course area to provide skills for participants to enter employment

3. Days and hours training will be conducted
4. Text books, tools and/or other instructional materials to be utilized

V. PROGRAM TIMETABLE

Outline the proposed schedule for construction training implementation. It is generally expected that the construction training will begin in October 2011 and end by April 2012. Considering the approximate timeframe, please indicate any holidays or breaks which may be observed during the training program.

VI. TRAINING OUTLINE

- A. Submit a chronological outline of the training program that shows:
  1. All major topics to be covered over the course of the training
  2. The approximate number of hours that will be devoted to each major topic
  3. Skills or knowledge participants are expected to attain at the completion of each major topic area.
- B. If applicable, describe any certificate, credential or advanced training programs participants will be eligible to receive or undertake as a result of involvement in the training program.

VII. PARTICIPANT EVALUATION

- A. Describe the methods or techniques that will be employed to evaluate participants' progression and development throughout the program. Assessments to measure knowledge may include - but is not limited to – tests, quizzes, student/teacher conferences, class participation, etc.
- B. Describe what actions will be taken if a participant is not progressing or consistently fails to meet program expectations based on the assessment standards.
- C. Describe any standards for graduation from the program.

VIII. COORDINATION FOR JOB DEVELOPMENT, PLACEMENT AND FOLLOW-UP

Please describe any associations, networks or systems you currently have in place to assist MHA in reaching its employment goals of helping to find stable, sustainable employment for residents. If no affiliations currently exist, please describe how you can work with MHA's service programs to accomplish these goals.

IX. ORGANIZATION, MANAGEMENT AND ADMINISTRATION EXPERIENCE

Briefly describe the qualifications or past experiences of your organization - and/or that of organizations with whom you intend to partner - that illustrate your ability to successfully perform the services described in the proposal. You are encouraged to include information regarding the following:

1. Type and purpose of the organization
2. Experience working with low income populations and/or public housing residents
3. Experience in administering training programs. If available, include any performance data for construction training program and/or any similar programs operated by the organization
4. Any experience with projects, programs or other related business activity in the construction field.
5. Any notable information regarding the credentials, qualifications or accomplishments of key staff that will be responsible for training.

X. PROPOSED BUDGET

Provide a detailed line item budget for the training program. The proposed budget should include personnel cost (with rates of pay), stipend amounts, cost of training materials, equipment rental, supplies and any anticipated expenses typically associated with administration of this type of training. Include any sources of funding beyond those to be provided by MHA.

**Note: The maximum contract amount MHA will award under this contract is \$75,000.**

### 3.2. RFP CONTACT INFORMATION

This RFP is being issued, as well as any addenda by MHA. The contact person for MHA is:

HOUSING AUTHORITY OF THE COUNTY OF MARIN  
Attention: June Miyake, Director of Supportive Housing  
4020 Civic Center Drive  
San Rafael, CA 94903  
415-491-2577

Email: [jmiyake@marinhousing.org](mailto:jmiyake@marinhousing.org)

#### QUESTIONS

Questions must be submitted, in writing, by **July 27, 2011, no later than 12:00 noon**. All questions should be directed to Nannette Beacham-Sparks at [Nbeacham-sparks@marinhousing.org](mailto:Nbeacham-sparks@marinhousing.org)

Responses to questions will be posted by July 28, 2011.

### 3.3. RFP SUBMISSION INFORMATION

Proposals must be submitted via hardcopy (mail, parcel, hand delivery) and conform to the proposals format detailed in this RFP. All submission must include the required attachments. **Telephone, email or fax responses will not be accepted for this request.**

The envelope must be sealed and include the following notation, "Request for Proposal Resident Construction Training"

Proposal Deadline: Your proposal must be received by mail at the address above **NOT LATER THAN 4:30 PM ON FRIDAY - AUGUST 05, 2011** Proposals received after that time will not be considered.

### 3.4. RFP SCHEDULE

Request for Proposal Released	July 22, 2011
<b>Questions Due</b>	<b>July 27, 2011 by 12 noon</b>
Posting of Responses for Questions	July 28, 2011
<b>Proposals Due</b>	<b>August 05, 2011 at 4:30 p.m.</b>
Evaluation Process	August 5, 2011 to ~August 12, 2011
Award Contract (Tentative)	End of August 2011

3.2. PRE-BID CONFERENCE: Not scheduled/required.

3.3. BONDING: Bid or performance bonds are not required.

3.4. PROPOSAL EVALUATION

Once proposals have been received, MHA staff will evaluate each proposal meeting the minimum acceptable qualifications with the following criteria:

<p><b>SERVICE CAPABILITES AND EXPERIENCE</b></p> <p>Past experience with similar activities and services, credentials of proposed staff.</p>	<p>35 points max</p>
<p><b>BUDGET AND FUNDING</b></p> <p>Budget should be cost effective and demonstrate a competitive offer. Include in this section, any funding beyond the \$75,000 (any non-MHA funding that is available). Proposer's ability to match funds is favorable, but not required.</p>	<p>25 points max</p>
<p><b>PROPOSED PROGRAM DESIGN / DEGREE OF RESPONSIVENESS</b></p> <p>Professional presentation of proposal that provides sufficient details and information to demonstrate quality of program design and ability to perform services required under the contract.</p>	<p>10 points max</p>
<p><b>MWBE (Minority or Women Business Enterprises)</b></p> <p>If applicable, list any M/W staff or firms that will be utilized for these services.</p>	<p>15 points max</p>
<p><b>SECTION 3</b></p> <p><b>Demonstrates Plan to Comply, Eligibility or Compliance with Section 3 Regulations</b></p> <p>Section 3 Preference: Is your business at least 51% or more owned by "Section 3 Residents"? Or are at least 30% of your permanent employees "Section 3 Residents"? "Section 3 Residents" are "low-income" residents of Marin County. "Low-income" is defined as having a household income of less than 80% of the median income in these counties. Refer to Section 3 RFP Attachment.</p>	<p>10 points max</p>
<p><b>DEMONSTRATED COMMITMENT TO COMMUNITY SERVICES</b></p>	<p>5 points max</p>
<p><b>TOTAL POSSIBLE POINTS</b></p>	<p><b>100</b></p>

3.5. RELEASE OF INFORMATION

Information submitted in response to this RFP will not be released by MHA during the proposal evaluation process or prior to a contract award. Once contracts have been awarded, release of information will be subject to the California Public Records Act.

### 3.6. CONTRACT PERIOD

MHA anticipates that this will be a one time award for training services to be performed and invoiced over an approximate 6 month period. MHA does not anticipate any ongoing funding to renew or extend this contract. However, MHA reserves the right and option to renew the contract, at MHA's sole discretion, provided that the maximum contract term does not exceed a five (5) year period.

### 3.7. CONTRACT MAXIMUM VALUE

The total value of the award under this contract, (including any extension of the contract period) issued pursuant to this RFP shall not exceed \$75,000.

### 3.8. NO GUARANTEE OF WORK

This RFP and any contract awarded does not guarantee contractor any volume or duration of work.

### 3.9. AVAILABILITY OF FUNDS

MHA's obligation under the contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of MHA for any payment may arise until funds are made available for the purpose of the contract.

### 3.10. PROPOSER WITHDRAWAL AND MODIFICATION

Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless MHA agrees in writing.

### 3.11. DISPUTES

Any protest against a solicitation must be received before the due date for receipt of proposals, and any protest against rejection of a proposal or the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to MHA Executive Director, who shall issue a written decision on the matter.

### 3.11. DEBARMENT STATEMENT

By submitting this proposal, respondent agrees that they, nor any partner, subcontractor or staff member is debarred, suspended, or otherwise prohibited from conducting business with any Federal, State or Local agency.

### 3.12. SERIAL NEGOTIATIONS

After MHA has issued its Notice of Intent to Award and resolved any protests, MHA reserves the right, but is not obligated to, enter into limited negotiations with the apparent successful Proposer to finalize schedules, scope of services and other contractual matters. If MHA, in its sole discretion, determines that such negotiations have reached an impasse, MHA reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and the Contract is executed or MHA cancels this RFP

3.13. MHA RESERVATION OF RIGHTS:

- 3.13.1. MHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by MHA to be in its best interests.
- 3.13.2. MHA reserves the right to select more than one respondent, to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of MHA's choosing.
- 3.13.3. MHA reserves the right not to award a contract pursuant to this RFP.
- 3.13.4. Request an oral interview with, and additional information from, companies/individuals prior to final selection of a provider.
- 3.13.5. MHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience, with written notice to the successful bidder(s).
- 3.13.6. MHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this RFP.
- 3.13.7. MHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days after the deadline for receiving bids.
- 3.13.8. MHA reserves the right to negotiate the fees proposed by the bidder entity.
- 3.13.9. MHA reserves the right to award contract(s), based on Proposals received without any negotiations or discussions and to terminate negotiations without incurring any liability.
- 3.13.10. MHA reserves the right to reject and not consider any bid that does not meet the requirements of this RFP, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 3.13.11. MHA shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
- 3.13.12. MHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. Each prospective bidder is hereby agreeing to abide by all terms and conditions listed within this document. Any exceptions must be clearly noted in the proposal.
- 3.13.13. INVALID OR ALTERNATE QUOTES: Failure to complete and submit all required information, or to add any additional requirements not acceptable to the MHA, may invalidate the proposal submitted. Furthermore, the MHA shall reserve the right to reject, without consideration, alternate quotes that do not meet the requirements of this RFP.

## 4. GENERAL TERMS & CONDITIONS

Please note: MHA has no legal right or ability to at any time negotiate any clauses of the HUD forms included as a part of this RFP.

- 4.1. **ASSIGNMENT OF PERSONNEL:** The MHA shall retain the right to demand and receive a change in personnel assigned by the successful bidder to provide services to the MHA if the MHA believes that such change is in the best interest of the MHA and the completion of the work or provision of the items.
- 4.2. **UNAUTHORIZED SUBCONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the ensuing Task order or contract) without the prior written consent of MHA. Any purported assignment of interest or delegation of duty, without the prior written consent of MHA shall be void and may result in the cancellation of the PO or the contract with MHA.
- 4.3. **INVOICES AND PAYMENT**
  - 4.3.1. Contractor shall submit correct, itemized invoices computed in accordance with the terms of the Contract for services rendered.
  - 4.3.2. Subject to MHA invoice approval, payment term is Net forty-five (30) days after receipt of a correct invoice. MHA may withhold payment due to invoicing discrepancies. MHA will notify Contractor of any invoice deficiencies or will return the invoice to Contractor with the deficiencies noted. Contractor shall provide to MHA such documents or information correcting such deficiencies.
- 4.4. **LICENSING, INSURANCE AND INDEMNIFICATION REQUIREMENTS:**
  - 4.4.1. **INSURANCE:** Prior to award (but not as a part of the proposal submission) Contractor shall procure and maintain insurance limits no less than:
    - 1) **General Liability:** \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
    - 2) **Automobile Liability:** \$1,000,000 per accident for Bodily Injury and Property Damage.
    - 3) **Workers' Compensation (statutory) and Employer's Liability:** \$1,000,000 per accident for Bodily Injury or Disease.
    - 4) **Professional Liability** (aka "Errors and Omissions") \$1,000,000 (one million dollars) for liability claims arising from or due to the negligence in the performance of professional services under the Contract.
  - 5.7.1.2. The insurance provided under this contract shall be the primary insurance for any and all claims arising under or related to this contract.
  - 5.7.1.3. The insurance must not be cancelled at any time, for any reason, except after 30 days written notice to MHA. Any such notice must be sent by certified or registered mail and contractor must produce evidence of mail receipt upon request by MHA.
  - 5.7.1.4. If requested, Contractor shall furnish a copy of the license issued by the State of California licensing authority allowing the bidder to provide the services detailed herein.

4.4.2. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless MHA and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by MHA on account of any claim therefore, except where such indemnification is prohibited by law

4.4.2.1. Contractor agrees to name MHA, its Officers, Directors, Employees and Volunteers as additionally insured parties. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming MHA and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of this contract.

#### 4.5. SECTION 3 REQUIREMENTS (12 U.S.C. 1701u) (24 CFR Part 135)

Section 3 of the Housing and Urban Development Act of 1968 requires Marin Housing Authority to direct a portion of its spending toward low-income persons living in the communities it serves. One way MHA achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Marin County.

Contractor's must include the Section 3 Labor Plan & Subcontracting Plan with their proposals and agree to abide by the following terms:

- 4.4.3. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 4.4.4. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements 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.
- 4.4.5. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications of 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.
- 4.4.6. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 4.4.7. The contractor will certify that any vacant employment position, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- 4.4.8. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 4.4.9. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## 5. ATTACHMENTS

### 5.1. ATTACHMENT 1: CHECKLIST FOR RESPONSE

(Delivered by August 5, 2011)

- COVER PAGE
- TABLE OF CONTENTS
- PROJECT SUMMARY
- PROGRAM DESIGN
- TIMELINE
- ENVIRONMENT CRITERIA
- TRAINING OUTLINE
- TRAINEE EVALUATION CRITERIA
- JOB PLACEMENT PLAN
- MANAGEMENT AND EXPERIENCE
- BUDGET (AND FUNDING AVAILABLE)
- SECTION 3
- MBE/WBE DESCRIPTION
- PROPOSERS STATEMENT
- HUD FORM 5369 C – CERTIFICATION AND REPRESENTATIONS
- HUD FORM 55369 B - INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION

**5.2. ATTACHMENT 2: PROPOSER'S STATEMENT**

**PROPOSER'S STATEMENT**

**Each Proposer must read, agree to, sign and return this page with their proposal.  
Failure to do so may be grounds for proposal rejection.**

The undersigned proposer, hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if MHA discovers that any information entered herein to be false, such shall entitle MHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the information regarding services, funding, costs and capacity, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by MHA. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply MHA with the services described herein for the fee(s) entered within the areas provided pertaining to this RFP.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**COMPANY/ORGANIZATION**

\_\_\_\_\_  
**(City, State)  
OFFICIAL ADDRESS**

\_\_\_\_\_  
**TELEPHONE NUMBER**

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

# 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:]

**Small, Minority, Women-Owned Business Concern Representation**

The company listed below represents and certifies that it –

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

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

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

(Check the block applicable to you)

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

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

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

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

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

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



## **Section 3 Business Information Packet**

**Section 3** – Economic opportunities for low-income persons.

07/20/2011

## **SECTION 3 FREQUENTLY ASKED QUESTIONS**

### **What is Section 3?**

Section 3 of the Housing and Urban Development Act of 1968 requires Marin Housing Authority to direct a portion of its spending toward low-income persons living in the communities it serves. One way Marin Housing Authority (MHA) achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Marin County.

### **Who is a Section 3 Resident?**

For purposes of Marin Housing Authority, a Section 3 Resident is either:

1. A Marin Housing Authority public housing resident;  
OR
2. A Marin County resident with household income at or below the following income guidelines.

<b>Marin County 2011 Median Household Income Limits</b>							
<b>Household Size</b>	<b>1 Person</b>	<b>2 Person</b>	<b>3 Person</b>	<b>4 Person</b>	<b>5 Person</b>	<b>6 Person</b>	<b>7 Person</b>
<b><u>Low (80%) Income Limits</u></b>	\$59,850	\$68,400	\$76,950	<b>\$85,450</b>	\$92,300	\$99,150	\$106,000

### **What is a Section 3 Business?**

There are three ways in which a business can achieve Section 3 status:

#### **Status 1: Resident Owned Business**

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Marin County resident).

#### **Status 2: Resident Employed Business**

Thirty percent (30%) of permanent, full-time employees are Section 3 Residents (either public housing residents or low-income Marin County residents).

#### **Status 3: Subcontracting to Section 3 Businesses**

Twenty-five percent (25%) of the dollar amount of the awarded contract must be subcontracted to Section 3 Businesses. This option is only available to Primary Contractors.

### **How does MHA define “new hire”?**

MHA considers a contractor’s current workforce to be employees that appear on the contractor’s active payroll for at least 60 of the 100 working days prior to the award of the Section 3 covered contract. Any employee that is hired full-time for work under the covered contract and has not appeared on the contractor’s active payroll for 60 days or more of the 100 working days prior to awarding the covered contract is considered a new hire.

### **How does MHA define “permanent” and “full-time” employee?**

In order to be considered **permanent**, an employee must be:

- A direct employee of the company wishing to achieve Section 3 Business status, and
- Filing a position that is intended to last for the duration of the Section 3 covered project.

While MHA understands that it is difficult to predict how long an employee will remain in a given position, it should be the intention of the company to keep the employee for the duration of the covered project. If, in an audit, it is found that a Section 3 Resident was counted as a permanent employee but let go prior to the completion of the covered project, additional documentation may be required regarding the permanent nature of the position.

In order to be considered **full-time**, an employee must work a minimum of 32 hours per week.

### **What are my Section 3 requirements as an MHA Contractor?**

All MHA contractors and subcontractors on Section 3 covered projects are required to meet the following hiring and contracting goals:

- 30% of all new hires for the covered project must be Section 3 Residents,
- 10% of all building trades subcontracts must be to Section 3 Businesses, and
- 3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

### **What is the difference between a contractor complying with Section 3 regulatory requirements verses a contractor being a Section 3 Business?**

In order to **comply with Section 3 regulations** every contractor or subcontractor on a Section 3 covered project must meet the minimum numerical goals listed above regardless of whether they qualify as a Section 3 Business. In order to qualify as a **Section 3 Business** and receive the preferences available to Section 3 Businesses, your company must be **one** of the following:

- **Status 1: Resident Owned Business** – Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Marin County resident).
- **Status 2: Resident Employed Business** – Thirty percent (30%) of permanent, full-time employees are Section 3 Residents (either public housing residents or low-income Marin County residents).
- **Status 3: Subcontracting to Section 3 Businesses** – Twenty-five percent (25%) of the dollar amount of the awarded contract must be subcontracted to Section 3 Businesses. This option is only available to Primary Contractors.

**What preferences are available for contractors or subcontractors that meet Section 3 Business status?**

If your company meets the definition of a Section 3 Business or makes a commitment to meeting the definition in the completion of the covered contract, you will be eligible for preference in the award of the contract. The type of preference available depends on the type of procurement process required. Every MHA Section 3 covered request for proposal, bid, or quote will include the Section 3 Business preference available and the weight of that preference in the selection process. If you are a subcontractor of an MHA primary contractor, any preference provided for Section 3 Businesses in awarding subcontracts will be handled by the primary contractor. Please contact the primary contractor for their Section 3 Business preference information.

**What is a MHA primary contractor?**

A MHA primary contractor is any business that has a contract directly with MHA. If a primary contractor awards subcontracts under a Section 3 covered project, the primary contractor must include the Section 3 Clause in all covered subcontracts. It must hold its subcontractors to the same contractor compliance requirements the primary contractor must meet. It is also responsible for gathering and maintaining documentation regard its subcontractors' Section 3 compliance and Section 3 Business status.

**Can subcontractors of primary contractors meet Section 3 Business status by Status #3: Subcontracting?**

No, the regulations do not allow for subcontractors to meet Section 3 Business status by additional subcontracting. Subcontractors of MHA primary contractors can only be Section 3 Businesses by Status 1: Resident Owned or

Status 2: Resident Employed. However, if a subcontractor chooses to subcontract any portion of their Section 3 covered contract, the secondary subcontractor must meet the Section 3 compliance requirements:

- 30% of all new hires for the covered project must be Section 3 Residents,
- 10% of all building trades subcontracts must be to Section 3 Businesses, and
- 3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

### **How long do Section 3 documents need to be stored?**

Documents relating to Section 3 status unless otherwise indicated must be stored and made available for Section 3 audits for at least 5 years from the close of the contract to which they apply.

### **How do I find Section 3 employees?**

**MCCDC** – MHA has partnered with the Marin City Community Development Corporation (MCCDC) to provide a central location for community members to find out about job openings on MHA projects and for MHA contractors to get referrals of qualified job seekers that are Section 3 eligible. If you would like to utilize MCCDC, contact Drew Douglass, Enterprise Development Director, at (415) 339-2843.

**Marin Employment Connection** – MEC offers a wide range of services to both job seekers and employers. You can do on-site recruitment as well as free job posting. For more information about the services offered, contact MEC Business Services Information Line at (415) 507-2100.

**Canal Alliance** – Canal Alliance is a social service agency located in the Canal district of San Rafael. They offer a wide range of job search and support services to Marin residents. If you wish to post a job opening, you can contact Jamie Goekler, at (415) 306-0437 or [jamiieg@canalalliance.org](mailto:jamiieg@canalalliance.org).

### **What if I can't find qualified Section 3 Residents using the resources above?**

It is the responsibility of the contractor and subcontractor to meet the Section 3 Resident hiring requirements of their contract. If the resources listed above are not helpful, you may need to broaden your search by placing ads with online services such as Craigslist or in local newspapers.

**How can I get additional support?**

If you have questions not answered in this packet or need additional support in meeting your Section 3 compliance requirements, you may contact Marianne Lim, at 415-472-3382 or [m\\_lim@marinhousing.org](mailto:m_lim@marinhousing.org)

## SECTION 3 BUSINESS SELF-CERTIFICATION

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_  
(Street) (City) (Zip)

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Please check the box next to the appropriate status type of your Section 3 Business.

**Note:** Below each status type is a list of **documents required as evidence of your Section 3 eligibility**. MHA or its contractors must receive all required documents before your business can receive any preference based on your Section 3 Business status.

**STATUS 1: RESIDENT OWNED BUSINESS**

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Marin County resident)

**Attached Documentation Required:**

For sole proprietor:

- Completed Section 3 Resident Self-Certification form

Additional documents for other business types:

- Copy of Articles of Incorporation, partnership agreement, or corporation annual report

**STATUS 2: RESIDENT EMPLOYED BUSINESS**

Thirty percent (30%) of full-time, permanent employees are Section 3 Residents (either public housing residents or low-income Marin County residents).

**Attached Documentation Required:**

- Completed Labor Plan form, and
- Completed Section 3 Resident Self-Certification forms for all employees claimed as Section 3 Residents

**STATUS 3: SUBCONTRACTING TO SECTION 3 BUSINESSES**

Twenty-five percent (25%) of the dollar amount of the awarded contract is subcontracted to Section 3 Business who qualified as Status 1 or Status 2. **Note:** This type of Section 3 Business status is only available to contractor's that contract directly with MHA. It is not available to subcontractors of a MHA primary contractor.

**Attached Documentation Required:**

- Completed Subcontracting Plan form, and
- Section 3 Business Self-Certification form for each subcontractor claiming Section 3 status

**SECTION 3 CERTIFICATION STATEMENT**

By signing below, I certify that:

- I am an authorized representative of the company named above,
- The company named above meets the requirements of the Section 3 status checked,
- I understand that the documents required as evidence of Section 3 status must be kept for at least 5 years from the date of closure of the contract for which they apply,
- I understand that noncompliance with HUD's regulations in 24 CFR part 135 (known as Section 3) may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

## SECTION 3 RESIDENT CERTIFICATION

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

### Purpose of Section 3

Section 3 of the Housing and Urban Development Act of 1968, requires that Marin Housing Authority ensure 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 low-income persons, particularly recipients of government housing assistance, in Marin County.

### A Section 3 Resident is:

1. A Marin Housing Authority public housing resident; **Or**
2. An individual or family who lives in Marin County and whose income is at or below the following low-income guidelines set by HUD.

<b>Marin County Median Household Income Schedule (FY 2011)</b>							
<b>Household Size</b>	<b>1 Person</b>	<b>2 Person</b>	<b>3 Person</b>	<b>4 Person</b>	<b>5 Person</b>	<b>6 Person</b>	<b>7 Person</b>
<b><u>Low (80%) Income Limits</u></b>	\$59,850	\$68,400	\$76,950	<b>\$85,450</b>	\$92,300	\$99,150	\$106,000

### Statement of Certification

I, \_\_\_\_\_, certify that I have reviewed the Section 3 qualifications listed above and am eligible for Section 3 status because (check one):

I am a Marin Housing Authority public housing resident; **Or**

I am a Marin County resident with household income below the amount listed above.

I understand that if requested, I must provide evidence of my eligibility by producing my most recent tax return and residential lease or mortgage statement in place at the date of signing this certification.

If you are unable to provide evidence of Section 3 eligibility, DO NOT SIGN BELOW. Penalties for falsely certifying Section 3 eligibility or being unable to provide evidence when requested may include termination of employment.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I have read the definition of a Section 3 Resident and it does not apply to me.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 3 COVER PROJECT**  
**LABOR PLAN**

Primary Contractor: \_\_\_\_\_

Sub-Contractor (if applicable): \_\_\_\_\_

Completed By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Instructions:**

If completing plan at bid or Notice to Proceed – list all current employees and employees you intend to hire in completing the Section 3 covered contract. If completing at 50% or contract close – list only current staff; do not provide hiring goals.

RFP/Q Number	Project Name or Title			
Trade/Job Title	Number of Positions			
	Filled by Current* Employees		New Hires**	
	Total	Sec. 3	Total	Sec. 3
<b>Apprentices/Trades:</b>				

\* Current Employees are defined as any workers who have appeared on the Contractor’s payroll for at least 60 days of the 100 working days prior to the award of this contract.

\*\* New Hires are defined as any workers who have not worked 60 days or more of the 100 working days prior to the award of this contract.

**SECTION 3 COVERED PROJECT  
SUBCONTRACTING PLAN**

Primary Contractor: \_\_\_\_\_

Sub-Contractor (if applicable): \_\_\_\_\_

Completed By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

RFP/Q Number: \_\_\_\_\_ Project Name/Title: \_\_\_\_\_

**Instructions:**

If completing plan at bid or Notice to Proceed – list all anticipated subcontracts to be awarded in completion of the covered contract. If completing at 50% or contract close – list only current or closed subcontracts. Subcontracts for materials only should not be listed unless installation is included in the contract.

<b>Name of Firm/Vendor</b>	Service Being Provided	Dollar Amount (\$)	Section 3 (Y or N)