



REQUEST FOR PROPOSALS
FOR
Housing Choice Voucher (Section 8) Case Management Services
RFP MHA-007-2016

RFP Issuance	May 6, 2016
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Proposals Due	May 24, 2016
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Issued by:
The Housing Authority of the County of Marin
4020 Civic Center Drive
San Rafael, CA 94903

INTRODUCTION

The Housing Authority of the County of Marin ("MHA") was organized in 1942. We are governed by a seven-member Board of Commissioners, which includes two tenant commissioners. Our main purpose is to provide affordable housing to low and moderate income families, senior citizens and disabled individuals. We also provide self-sufficiency programs.

MHA is seeking proposals for the performance of remote case management of approximately 1,200 Housing Choice Voucher ("HCV") program participant files. MHA's current HCV portfolio consists of approximately 2,100 vouchers in Marin County, CA.

Based on current staffing and caseloads, MHA anticipates the need for the remote case management of approximately 1,200 client files per year, however, that number may change from time to time depending on MHA's needs.

MHA anticipates entering into a contract with the selected respondent for a two (2) year term with the option, at MHA's sole discretion, of three (3) additional one-year option periods, for a maximum total of five (5) years.

Proposals are due to MHA no later than 3:00 PM PST, Tuesday, May 24, 2016. Please send proposals to kbarnard@marinhousing.org using the subject: HCV Case Management Services.

SCOPE OF SERVICES

1. Contractor shall furnish all labor, equipment, postage and materials necessary to remotely case manage 1,200 participant files, including but not limited to completing annual re-certifications, conducting interim re-certifications, processing unit transfers, processing rent changes and answering questions for participants and landlords of MHA's Housing Choice Voucher ("HCV") program ("Case Management").
2. Contractor shall assign a Project Manager to act as the point of contact for MHA regarding this Contract. The Project Manager shall manage and supervise the completion of the Case Management, to include but not be limited to:
 - Supervise and conduct quality control reviews of each housing specialist's work.
 - Communicate with the MHA HCV Program Manager to ensure that all deadlines are met and to ensure that all applicable MHA policies and procedures are followed by Contractor while performing the Case Management.
 - Provide MHA with a monthly status report.
3. Contractor shall complete all work necessary to complete Case Management, to include but not be limited to:
 - Contractor staff will prepare and mail the MHA recertification packets, interim packets,

and all other necessary paperwork to each client and the client will return completed paperwork to a post office box established by Contractor to be used exclusively for MHA work. Contractor will monitor all intent to terminate notices and notify MHA of any adverse actions.

- Contractor will update ISSI and MHA Sharepoint with appropriate case status, notes and appropriate documents.
- Contractor will establish and maintain a call center that can be contacted directly using a MHA provided local phone number that will be used exclusively for MHA clients so they have a live contact for questions and information regarding their case.
- When the documents are received from the MHA client, Contractor shall scan all documents into the ISSI system.
- Hard copy files will be established and maintained for MHA during the term of the Contract, and the client's file in Visual Homes will be completed remotely by Contractor staff and will include all required information. Contractor shall provide MHA with the hard copy files at the end of the Contract.
- Contractor will use MHA forms, letters, systems, reports, and email addresses. The format of all MHA forms and letters sent to MHA clients shall be approved by MHA.
- The Contractor logo will appear on formal status reporting to MHA and monthly billings; all other materials produced by the Contractor's team will appear as though they are MHA materials.

4. MHA shall provide Contractor with:

- Remote access to Visual Homes and EIV software.
- ISSI training when necessary and requested
- A list of contacts and phone numbers that calls can be transferred to.

5. Relationship to MHA

- The Contractor shall act as a representative of MHA in performing Case Management and as a result must be knowledgeable of MHA administrative policies, the Code of Federal Regulations and Section Eight Management Assessment Program (SEMAP) as it pertains to all work pertaining to Case Management.

- The Contractor is expected to conduct themselves in a professional manner at all times while working with MHA staff, landlords and residents on MHA's behalf.
- The Contractor shall furnish all forms, materials, equipment, and labor necessary to schedule and carry out the work herein. Costs for copying, stationary, postage, telephone, facsimiles, automobile use, etc., are borne by the Contractor.
- The Contractor is responsible for all insurances and taxes as required by law. No benefits are implied.

END OF SCOPE OF SERVICES

RFP SUBMISSION AND FORMAT

Proposals must be received by 3:00 PM PST, May 24, 2016, in the form outlined below. **Late submittals will not be accepted.**

- 1) Proposals may be submitted by mail, hand-delivery or e-mail on or before the due date and time above. All proposals will become property of MHA. Submit Proposal to:

Kimberly Barnard
4020 Civic Center Drive
San Rafael, CA 94903
415-491-2525
kbarnard@marinhousing.org

- 2) Format of Response:

- Cover Letter. Provide a cover letter outlining the components of your proposal.
- Qualifications and Experience. Discuss your experience with respect to the work identified in the Scope of Work. Identify the name(s) and title(s) of the individuals that will provide the services listed in the Scope of Work and describe their qualifications and experience.
- References. Complete and attach the mandatory references form (Attachment 2, Contractor Information & Certifications).
- Subcontractors. Complete the subcontractor portion of Attachment 2 if this proposal is a collaboration of more than one individual or company. This is mandatory only if you expect to subcontract with another provider for some services. Describe the relevant qualifications and experience for each individual who will be completing each specific scope of work element and also describe how the collaborators will work together to ensure seamless project management.
- Proposed Fees: Please propose fees to complete the Work.
- Required Forms: The following forms must be included with proposal. Failure to submit mandatory forms could result in rejection of the company's proposal. The following forms must be completed and submitted:
 - 1) Attachment 1: HUD Form 5369-c "Certifications and Representations of Offerors"
 - 2) Attachment 2: Contractor Information & Certifications
 - 3) Attachment 3: Section 3 Certification (if claiming preference)

RFP Terms and Conditions

MHA reserves the right to select more than one respondent, to select 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 the MHA's choosing.

Board and Staff Communications

Under no circumstances may any MHA Board member or any staff member other than the contact specified above be contacted during this RFP process regarding this RFP by any entity or individual intending to submit a response to this RFP. Failure to comply with this request will result in disqualification. All questions should be in writing and directed to the individual identified above.

Timetable

If you have questions regarding this RFP, you must submit them in writing to kbarnard@marinhousing.org no later than **5:00 PM PST on May 16, 2016**.

Responses to all appropriately submitted questions will be provided **on May 18, 2016**.

The deadline for submissions in response to this **Request for Proposals is 3:00 PM PST, May 24, 2016**.

Telephone or fax responses will not be accepted for this RFP.

ACTION	DATE
RFP Issued	May 6, 2016
Due Date for Questions	5:00 PM PST on May 16, 2016
Responses to Questions Released	May 18, 2016
RESPONSES DUE	3:00 PM PST, May 24, 2016
Commencement Date	Early June 2016

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.

Proprietary Information

If a respondent does not desire certain proprietary information in their response disclosed, the respondent is required to identify all propriety information in the response, which identification shall be submitted concurrently with the response. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

MHA Reserves the Right to:

1. Request an interview with and additional information from respondents prior to final selection of a provider.
2. Consider information about a respondent in addition to the information submitted in the written response or interview.
3. Reject any and all responses and waive any irregularities.
4. Negotiate the fees proposed by the respondent.

SELECTION CRITERIA

Proposals will be evaluated based on the selection factors listed below; the relative weight that each factor will receive in the evaluation is shown below.

Selection Factors:

1. Proposed fees (40%)
2. Qualification, Capacity, and Resources (25%): Proposer's capacity and resources to perform and provide the services described in this RFP, including demonstrated experience and success in providing similar services.
3. Experience and qualifications of specific personnel to be assigned to perform the services (25%)
4. DBE / MBE / WBE (5%)
5. Section 3 (5%)

RFP REQUIREMENTS AND CONDITIONS

Minimum Requirements

This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.

Cost of the Proposal

Costs incurred by any proposer in the preparation of its response to the RFP are the responsibility of the proposer and will not be reimbursed by MHA. Proposers shall not include any such expenses as part of their proposals.

Clarification to Proposals

MHA reserves the right to obtain clarifications of any point in a company's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company's response or responses.

Cancellation of the RFP

MHA reserves the right to cancel this RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of MHA. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

Collusion

Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of MHA has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

MBE/WBE/DBE

Please complete and submit Attachment 1: HUD Form 5369-c "Certifications and Representations of Offerors" and indicate if your firm is a Minority Business Enterprise, Women Business Enterprise, or Small Business Enterprise.

You may include information about any programs or efforts to encourage participation by Minority, Women or Small Business Enterprises.

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. See Attachment 3, "Section 3 Business Information Packet", for a detailed explanation of the Section 3 requirements.

Disputes

In case of any dispute as to the participation sought hereunder, or the interpretation of the provisions of the RFP, following dispute process shall apply:

Protests (unless otherwise specified, the use of the term "protest" shall also include disputes and appeals) shall be submitted in writing, must contain the RFP number, must be delivered to the address listed in Section III.A. of this RFP, and must be submitted according to the time requirements listed below.

Solicitation: A solicitation issued by may be protested. The protest must be received by the person listed above before the bid or proposal submittal deadline, or it will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP must be received by the Contracting Officer no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Award RFP/RFQ: Any protest against the award of a contract based on an RFP or RFQ or appeal of a decision by MHA to reject a proposal, must be received by the Contracting Officer within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

Rejection of Bid: Any protest of a decision by MHA to reject a bid submitted in response to an RFP must be received by the Contracting Officer within two business days after being notified in writing of MHA's decision, or the appeal will not be considered.

The decision of MHA regarding a protest shall be final and binding upon all parties.

INSURANCE REQUIREMENTS

Prior to award (but not as a part of the proposal submission) Contractor shall procure and maintain insurance limits no less than:

1. Commercial General Liability: \$1,000,000; combined single limit bodily and property damage liability per occurrence.
 2. Comprehensive Automobile Liability: \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate.
 3. Workers' Compensation: statutory limits.
- A. The insurance provided pursuant to this RFP shall be the primary insurance for any and all claims arising under or related to this contract.
 - B. The above policies are required to be maintained in force until completion of the contract. MHA must be named as an additional insured and all subcontractors used in the performance of this contract to name MHA as an additional insured.
 - C. Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law.

CONTRACT CONDITIONS

Contract Term

MHA anticipates that it will award a contract for a two year term, with the option to extend by additional one-month terms.

Americans with Disabilities Act

Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

Law of the State of California

The resulting contract will be entered into within the State of California and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory charter and ordinance provisions that is applicable to public contracts within the County of Marin and the State of California shall be followed with respect to the contract.

Contract Terms and Final Selection

The selected company will be expected to sign MHA's Contract Agreement, which will specify the term of service. If the selected applicant and the MHA cannot come to terms with respect to the contract, the MHA reserves the right to select the next most qualified applicant or to terminate this RFP and to re-issue a new RFP if no Proposer is acceptable to MHA.

No Guarantee of Work

This RFP and any contract awarded in connection with this RFP do not guarantee contractor any volume or duration of work.

Debarment Statement

By submitting a proposal in response to this RFP, 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.

RFP ATTACHMENTS

Attachment 1: HUD Form 5369-C Certifications and Representations of Offerors

Attachment 2: Contractor Information & Certifications

Attachment 3: Section 3 Business Information Packet

END OF RFP

Certifications and Representations of Offerors

Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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:

Submitted by _____

Contractor Information & Certifications

(If this proposal is submitted by a joint venture, each business shall provide the information requested below)

The Housing Authority of the County of Marin
Attention: Kimberly Barnard
4020 Civic Center Drive
San Rafael, CA 94903

A. ACKNOWLEDGEMENT OF RFP & ADDENDA

Respondent has received RFP MHA-007-2016 and the Following Addenda (if any), receipt of which is hereby acknowledged:

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Do you take any exception or have any objections to the terms and conditions to this RFP?

Yes _____ No _____

If “yes” please attach a separate page titled “Objections to the RFP” stating the specific paragraphs and why you are taking exception or objecting.

B. CONTRACTORS INFORMATION

Legal Business Name	
DBA (if used)	
Mailing Address	
Physical Address (if different)	
Federal Tax ID	
Fax	
Email	
Legal Structure	Sole Proprietor ___ Partnership ___ Corp. ___ LLC ___ JV ___
Years in Business Under this Name:	

1. Do you intend to subcontract any part of the Work: Yes ___ No ___
 - a. If “yes”, attach a listing of contractors and the work they will perform.
2. Number of staff in your firm qualified to perform the services in this proposal: _____
3. Has your firm been disqualified, removed, or otherwise declared in material breach or default of any public works contract by a public agency; or debarred from participating in bidding for any public works contracts? Yes ___ No ___
4. Does your firm qualify as a Section 3 Business (refer to RFP Attachment 3)
5. References: Please list three references that MHA may contact for work similar to that covered by this RFP:

Company _____

City, State _____

Contact Name/Title _____

Type of work/contract _____

Company _____

City, State _____

Contact Name/Title _____

Type of work/contract _____

Company _____

City, State _____

Contact Name/Title _____

Type of work/contract _____

C. CERTIFICATIONS

Equal Employment Opportunity: By submitting its proposal, the respondent certifies that it complies full with all government regulations regarding nondiscriminatory employment practices.

Non-collusive Affidavit: The party making the proposal, that such proposal is genuine and not collusive or sham: that said bidder has not colluded, 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 or affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that any other bidder, or to secure any advantage against MHA or any personal interest in the proposed contracts; and that all statements in said proposal or bid are true.

Under penalties of perjury, as prescribed in 18 U.S.C 1001, the undersigned certifies that the statements set forth in its proposal are true and correct.

(If a Corporation, President or CEO should sign; if a Partnership, a partner should sign' and if LLC, managing member should sign. If some other employee signs, evidence of authority m must be submitted)

D. SECTION 3 STATEMENT

Are you claiming a Section 3 Preference?

___ YES ___ NO

If Yes, which priority are you claiming?

Submitted by:

(signature)

Date

Printed Name _____ Title _____

Name of Firm _____



Section 3 Business Information Packet

Section 3 – Economic opportunities for low-income persons.

2/8/2016

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.

Marin County 2016 Median Household Income Limits							
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person
Low (80%) Income Limits	\$68,950	\$78,800	\$88,650	\$98,500	\$106,400	\$114,300	\$122,150

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 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 Andrew Abou Jaoude, Program Director, at (415) 339-2837.

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 Bob Jackson, Economic Development Director, at (415) 306-0438.

CAM's Marin Job's and Career Services – Community Action Marin (CAM) offers training, job placement, and job retention services through its Marin Job's and Career Services. You can post job opening and get referrals of qualified candidates. The program works with many formerly incarcerated job seekers, so please include in your posting any minimum requirements with regard to criminal convictions. For more information, contact Josie Dea at (415) 526-7542.

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 Kimberly Barnard, Project Coordinator, kbarnard@marinhousing.org.

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
Apprentices/Trades:				

* Current employees is defined as any worker who has 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 is defined as any worker who has 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.

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

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.

Marin County 2016 Median Household Income Limits							
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person
Low (80%) Income Limits	\$68,950	\$78,800	\$88,650	\$98,500	\$106,400	\$114,300	\$122,150

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: _____