



Request for Qualifications 2024-3

LOWELL HOUSING AUTHORITY

Owner's Project Manager Services

Release Date: May 1, 2024
Question Due Date: May 8, 2024 by 3:00 PM
Responses Due: May 15, 2024 @ 11:00 AM



DIRECT ALL RFQ CORRESPONDENCE TO:
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INTRODUCTION**POLITICAL SUBDIVISION STATUS**

The Lowell Housing Authority (the “LHA”) is an autonomous, public housing authority created in 1937 as a public body politic and corporate with the City of Lowell and a political subdivision of the Commonwealth of Massachusetts. Enabling legislation is Massachusetts General Laws, chapter 121B, *et seq.* The LHA is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of HUD Federal Regulations 2 CFR 200.314 *et seq.*, and Massachusetts General Laws, chapter 7C, section 44 *et seq.*

HOUSING UNITS

The LHA owns and/or manages 3,147 units of housing comprising of: (a) 1,625 units in federal family and elderly/disabled housing developments. The HUD-aided properties are managed under an Asset Management Project model (“AMP”). The LHA has four (4) AMPs and the state-aided portfolio. (b) 148 units in state housing developments, 42 units in HUD Multi-family new construction/substantial rehabilitation development and (c) 1,384 U.S. HUD Section 8 Housing Choice Vouchers. Images of the LHA housing units may be viewed on the website: www.LHMA.org.

STAFF

The LHA currently employs approximately 100 full and part-time employees, including its central administration/management, property managers for each of the five property development areas, and facilities/maintenance staff.

In keeping with its mandate to provide efficient and effective services, the LHA is now soliciting applications from qualified, registered/licensed and insured entities to provide the below noted services to the LHA. All applications submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFQ INFORMATION AT A GLANCE:

Agency Contact Person:	Rita V. Brousseau, Chief Procurement Officer Tel: 978-364-5341 E-Mail: rbrousseau@lhma.org TDD/TTY: 1-800-545-1833 x178
How to Obtain RFQ Documents:	Download at www.lhma.org/bids
RFQ Issue Date:	May 1, 2024
Briefing Session (Optional):	NONE
Deadline for Written Questions:	May 8, 2024 by 3:00 P.M.
How to Fully Respond to this RFP:	As instructed within Section 3.4 of the RFQ document, submit 1 original of your application/proposal documents, a clean thumb drive, or e-mail a .pdf version of your entire submission no later than the due-date and time to: LHA Executive offices located at 350 Moody Street Lowell, MA 01854. THE ORIGINAL HARD-COPY MUST BE DELIVERED TO THE OFFICE BY THE DUE DATE/TIME.
Proposal Submission Date and Time:	May 15, 2024 @ 11:00 AM Lowell Housing Authority 350 Moody Street, Lowell, MA 01854 (The Application/Proposal and all documents must be received in-hand and time-stamped by the LHA no later than the time shown above.)
Anticipated LHA Board Approval:	June 12, 2024

*Regularly scheduled LHA Board Meetings are held at the Armand P. Mercier Community Center Board Room, 21 Salem St, Lowell, MA on the second Wednesday of every month at 5:00 P.M.

1.0 LHA RESERVATIONS OF RIGHTS

Rejection & Waivers. The LHA reserves the right to reject any or all proposals, waive technicalities and informalities in the solicitation process, or to terminate and cancel the solicitation process at any time, if deemed by the LHA to be in its best interests.

Informal or Ex parte Communications. No verbal or written information which is obtained other than through this RFQ or its addenda shall be binding by the LHA. With the exception of written instructions and information from the Chief Procurement Officer (CPO) or designee, no employee of the LHA is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to that contained in or amended to this written RFQ document. Applicant must not make inquiry or communicate with any other LHA staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to submit by this requirement may be cause for the LHA to not consider an application submittal received from any Applicant who has not submitted by this directive.

No Award. The LHA reserves the right not to award a purchase order agreement or contract pursuant to this solicitation.

Awards. The LHA shall make awards in its best interest and as required by applicable law, regulation or policy, and to correct any award erroneously made as a result of a clerical error on the part of the LHA.

Termination. The LHA reserves the right to terminate a contract awarded pursuant to this solicitation at any time for its convenience upon written notice to each contractor.

Performance. The LHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide services called for in this solicitation.

Retention. The LHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of up to 60 days subsequent to the deadline for receiving proposals without the written consent of the LHA Chief Procurement Officer (Contracting Officer or CO).

Additional Information Requirements. Prior to the final selection, proposer(s) may be required to submit additional information which the LHA may deem necessary to further evaluate the proposer’s qualifications.

Rejection. The LHA reserves the right to reject and not consider any proposals that does not conform to or meet the solicitation requirements in whole or in part, including but not limited to incomplete proposals, non-specified items and/or non-requested services.

No Compensation. The LHA shall have no obligation to compensate any potential supplier or vendor for any costs incurred in responding to this solicitation.

Participation. The LHA shall reserve the right to at any time during the solicitation or contract process to prohibit any further participation by a prospective contractor or reject any proposals submitted that does not conform to any of the requirements detailed herein.

Compliance. By receipt of this solicitation each prospective contractor thereby agrees to abide by all terms and conditions listed within this document and with all attachments, and further agrees that he/she will inform the Contracting Officer in writing within five-days of the discovery of any item listed herein or of any item that is issued thereafter by the LHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the LHA, but not the prospective contractor of any responsibility pertaining to such issue.

Good Faith. By submitting its proposal, the vendor’s representative certifies under penalties of perjury that this application, the proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Taxes. Pursuant to M.G.L. Chapter 62C, §49A, the prospective contractor’s representative hereby certifies, under the penalties of perjury, that, to the best of his/her knowledge and belief, he/she is in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Indemnification. Each Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses including attorney fees and otherwise hold harmless the LHA, and agents from any liability of any nature or kind in regard to the delivery of services.

Intellectual Property. All proposals, responses, inquiries and correspondence relating to or in reference to this RFQ, and all reports, concepts, data, information, charts, and other documentation submitted shall inure for use by and become the property of the LHA when received. If copyrighted material is submitted, the LHA will presume that the proposer grants limited release to the LHA in order to make scan or copy and distribute documents as necessary for official purposes and for public record requests.

No Conflicts. The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority. See: <https://malegislature.gov/Laws/GeneralLaws/PartIV/TitleI/Chapter268A>

HUD Table 5.1 Mandatory Contract Terms for Small Purchases other than Construction is incorporated in this RFQ, see Attachment B and also applies to subcontractors.

2.0 PROJECT DESCRIPTION AND HISTORY

River’s Edge on the Concord is a 33-acre housing development on the site of a former 1940s era State public housing complex. A formal Development Plan, approved by the Commonwealth of Massachusetts, the City of Lowell, Lowell Housing Authority and Residents First Development Corporation (RFDC) outlines the creation of 180 new affordable housing units with a mix of single family and duplex style homes. Under the Development Plan, RFDC, a private non-profit development corporation, owns and controls the site.

To date, 155 units have been constructed and sold. Under the current plan, an additional 17 lots/26 units are proposed for development on the remaining 3.3 acres of vacant land within the River’s Edge subdivision. The current Development Plan is in the process of a revision to allow for the development and construction of an additional 16 lots consisting of 32 homeownership condex units. Upon completion, the entire development will contain a total of 187 units.

2.1 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S)

The Lowell Housing Authority (LHA) is seeking proposals on behalf of the Residents First Development Corporation (RFDC) from qualified individuals and firms who will be responsible for coordinating all predevelopment activities necessary to arrive at a shovel ready condition for the completion of the Rivers Edge Development.

The Owner’s Project Manager will provide consulting and project management services to coordinate and manage the pre-development phase of the River’s Edge construction of 16 additional lots. The chosen individual/firm will serve in a Project Manager/Owner’s Representative role at the direction of the President of the RFDC.

2.2 REQUIREMENTS AND ESSENTIAL FUNCIONS:

2.2.1. The Owner’s Project Manager (OPM) will be responsible for, but not limited to, providing the following services in accordance with the terms and conditions set forth in this RFQ.

2.2.2. Assist in the preparation and selection of a Design Engineer.

2.2.3. Assistance and coordination with the selected Design Engineer during the design process.

- 2.2.4.** The OPM shall attend all meetings with the City of Lowell Department of Planning and Development, Planning and Conservation Board and any other local Committee/Board required.
- 2.2.5.** Selection of peer review engineer for construction documents and cost analysis.
- 2.2.6.** Coordination with RFDC legal counsel during permitting and assist with contract negotiations.
- 2.2.7.** Coordination with contractor for unit plans.
- 2.2.8.** Provide cost analysis for unit construction.
- 2.2.9.** Coordinate 21E study, if necessary.
- 2.2.10.** Assist, review and provide input into marketing study.
- 2.2.11.** Submit pre-development schedules to RFDC.
- 2.2.12.** Coordinate and report milestone activities to the RFDC partners.

2.3 QUALIFICATIONS:

Qualified candidates and personnel proposed by any firm must:

- 2.3.1.** Be available for in-person presentation/interview as part of the evaluation process, if requested.
- 2.3.2.** Be in good standing with at least five (5) years of experience in owner’s project management for projects similar in size and scope.
- 2.3.3.** An Individual/firm having residential development experience is highly desirable. Additional background should include:
 - a. Prior experience planning, designing, directing and coordinating residential construction in accordance with applicable building codes and regulations.
 - b. Strong management skills in meeting rigorous contract goals and objectives (within the scope, schedule, cost and performance targets).
 - c. Strong written, negotiation and verbal communication skills are essential. This includes participating in telephone conferences as-needed, collaboration, email/written responses to RFDC staff and partners.
 - d. Proficiency with CAD, Microsoft Word and Excel, including the ability to create spreadsheets and manipulate cost data experience.
 - e. Cost-estimating proficiency. Provide information regarding the tools available to the assigned OPM for estimating within the firm, such as RSMeans® or equal.
 - f. Ability to complete work independently with a low degree of instruction and oversight.
 - g. Working and coordinating with other design/engineering professionals and specialists.

2.4 OPM COST ESTIMATING

Costs must be kept within the pre-development design and construction budgets and provide for the services necessary to complete the project successfully.

- 2.4.1** The OPM shall prepare and/or assist with cost estimates that are to be included with each phase submission or at more frequent intervals as required.
 - a. Cost estimating may be produced by qualified in-house personnel or outsourced as a subconsultant. Please include this detail in the firm’s RFQ submission.

2.5 OTHER, TECHNICAL REFERENCES:

- 2.5.1** 521 CMR Architectural Access Board regulations, U.S. ADA requirements as needed. (This project is not for accessible unit conversions.)
- 2.5.2** Massachusetts Building Code 780 CMR as most recently amended and implemented, International Building Code, most current edition implemented by the Commonwealth of Massachusetts.
- 2.5.3** Form HUD-51915 “Model Form of Agreement Between Owner and Design Professional”, (1/2014 or most current edition) is incorporated herein by reference. Hyperlink: <https://www.hud.gov/sites/documents/51915.DOCX>
- 2.5.4** Invoicing by the OPM shall be for work completed. OPM’s A/P schedule shall be adjusted accordingly so that invoices are not submitted in anticipation of completed work or based on an outdated project schedule.

3.0 PROPOSAL FORMAT

Proposals should be prepared simply, providing a straightforward description of the prospective proposer’s ability to satisfy the requirements and criteria of the RFQ. Proposals shall also be clearly tabbed or sectioned as listed below in order to increase the fairness and efficiency of the review process. Emphasis should be on completeness and clarity of contents.

3.1 TABBED PROPOSAL SUBMITTAL: So that the LHA can evaluate the applications received, all applications submitted in response to this RFQ must be formatted in accordance with the sequence noted within the table below. Each category must be separated by simple numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the LHA has published herein or has been issued by addendum. Please do not staple any submission.

Tab No.	Description
1	Form of Application & Cover Letter: Cover letter outlining contact person including title, phone and email address. Form of Application is attached hereto as Attachment A to this RFQ document. This Form must be fully completed, executed where provided and submitted under this tab as a part of the application submittal. Addenda if any must be acknowledged.
2	Proposed Services & Qualifications: Scope of Work, deliverables as applicable. Project understanding, approach and staffing as listed in Section 2.2. Included shall be the proposer’s: <ul style="list-style-type: none"> a) Resume including work performed on projects of similar scope and scale over the past five (5) years. b) Individual’s qualifications for the project including a list of MA licenses or other documentation of qualification(s).
3	Experience: A listing of comparable projects performed by your firm or as an individual over the past five (5) to ten (10) years which includes the following: <ul style="list-style-type: none"> a) Description of the project. b) Initial budget estimate and final project cost. c) Initial construction schedule for completion and actual date of project completion.
4	References: Proposer shall provide at least two references of clients having direct OPM services with the firm/individual.

5	Signature Forms: Proposer shall sign and include in their proposal: a) Certificate of Non-Collision Attachment D b) Certificate of Tax Compliance Attachment D c) Certificate Regarding Debarment & Suspension Attachment E
6	Section 3 Business Preference Documentation: Under this tab include the fully completed and executed Section 3 Business Preference Certification Form #'s 1 & 2 . Proposals submitted without these forms will be cause for immediate rejection of your proposal. Attachment G.
7	Other information (Optional Item): The applicant may include any other general information that the applicant believes is appropriate to assist the LHA in its evaluation. Please do not include duplicate documents required in other sections. You may provide a memo referring the evaluation committee to the relevant tab and section of the application.

If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "THIS TAB LEFT INTENTIONALLY BLANK." Do not eliminate any of the tabs.

Application Submittal Binding Method: It is preferable and recommended that the Applicant bind the application submittals with a simple binder clip or flat binder so, if needed, the LHA can remove the binding or remove pages from the cover (i.e. swing clip binders, etc.) to make copies then conveniently return the application submittal to its original condition.

3.2 Entry of Proposed Fees, (submission form) No fees to be included. The proposed fees shall be negotiated after the RFQ evaluation process is complete. The format for fee structure is included for information. Set fee estimate for this contract by the LHA is:

3.3 Davis-Bacon Act (DBA) and/or Massachusetts (state) State Prevailing Wage Rates: Any cost or price estimates or analyses and bid documents prepared under a contemplated OPM agreement must include the applicable prevailing wages for the installation and trade work involved. Also, as may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the LHA needs the successful Applicant to provide services that require the successful Applicant to pay Davis-Bacon or State Prevailing Wages Rates for a specific task order pertaining to the ensuing contract, then to compensate the successful Applicant for any amount that the applicable Davis-Bacon or State Prevailing Wage Rates are greater than the portion of the applicable hourly fees that may be viewed at the hyperlink listed within the Form of Application/Proposal that the Contractor actually pays to each such person performing the work, as verified by payroll records, the LHA shall:

Ascertain the applicable portion of the hourly wage rate(s), as listed within the contract, that applies;

Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;

Ascertain the difference between the two rates, which amount the LHA will pay to the successful Applicant for that task order only.

3.4 PROPOSAL SUBMISSION: RFQ 2024-3 "hard copy" applications **must** be submitted and time-stamped received in the designated LHA office by no later than the submittal deadline stated herein (or within any ensuing addendum). Please submit one (1) original signature copy (marked "ORIGINAL"). All application submittals shall be placed unfolded in a sealed package and addressed to:

**Lowell Housing Authority
Department of Finance & Procurement
Attention: Rita V. Brousseau, CPO**

Lowell Housing Authority

**350 Moody Street
Lowell, MA 01854**

You may submit a clean thumb drive or email a .pdf version of your entire submission no later than the due-date and time to: rbrousseau@lhma.org. Remember, an **ORIGINAL HARD-COPY MUST** BE DELIVERED TO THE OFFICE BY THE DUE DATE/TIME.

RFQ 2024-3 must be sealed and clearly identified with the RFQ number, title and due date/time. The package exterior must clearly denote the above noted RFQ number and must have the Applicant name and return address. Include a phone number if possible. Applications received after the published deadline will not be considered.

Please note that U.S. Mail delivers all LHA Executive Office mail to a Post Office box. The LHA cannot guarantee timely collection from the PO Box, and your application will be deemed late if it is received in our office after the deadline.

3.4.1 Submission Conditions: Applicant shall not change any requirements or forms, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the LHA by the Applicant, such may invalidate that application. If, after accepting such an application, the LHA decides that any such entry has not changed the intent of the application that the LHA intended to receive, the LHA may accept the application and the application shall be considered by the LHA as if those additional marks, notations or requirements were not entered on such. By receiving these documents, each prospective Applicant thereby agrees to confirm with all notices that the LHA delivers to him/her as instructed, and by submitting an application, the Applicant is thereby agreeing to the RFQ by all terms and conditions published herein and by addenda.

3.4.2 Submission Responsibilities: It shall be the responsibility of each Applicant to be aware of and to submit by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the LHA, including the RFQ document, the documents listed within the following Section 3.7, and any addenda and required attachments submitted by the Applicant. By virtue of completing, signing and submitting the completed documents, the Applicant is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the Applicant not authorized in writing by the CO to exclude any of the LHA requirements contained within the documents may cause that Applicant to not be considered for award.

3.5 APPLICATION RESPONSIBILITIES – CONTACT WITH LHA: It is the responsibility of the Applicant to address all communication and correspondence pertaining to this RFQ process to the Chief Procurement Officer, Rita V. Brousseau (email: rbrousseau@lhma.org) **only**. Applicants must not make inquiry or communication with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to abide by this requirement may be cause for the Agency to not consider an application submittal received from any applicant who has not abided by this directive.

3.5.1 Addenda: All questions and requests for information must be addressed in writing to the CPO. The CPO will respond to all such inquiries in writing by addendum to all prospective Applicants (i.e. firms or individuals that have obtained the RFQ documents). During the RFQ solicitation process, the CPO will NOT conduct any *ex parte* (a substantive conversation — “substantive” meaning, when decisions pertaining to the RFQ are made — between the LHA and a prospective Applicant when other prospective Applicant are not present) conversations that may give one

prospective Applicant an advantage over other prospective Applicant. This does not mean that prospective Applicant may not call the CPO—it simply means that, other than making replies to direct the prospective Applicant where his/her answer has already been issued within the solicitation documents, the CPO may not respond to the prospective Applicant inquiries but will direct him/her to submit such inquiry in writing so that the CPO may more fairly respond to all prospective Applicant in writing by addendum.

3.6 RECAP OF ATTACHMENTS: It is the responsibility of each Applicant to verify that he/she has received the following attachments pertaining to this RFQ, which are hereby referenced as part of this RFQ:

Attachment	Attachment Description
A	Form of Application/General Requirements, Conditions
B	*HUD Forms Table 5.1. [Forms HUD-5370, HUD-5370-EZ. Mandatory Contract Terms & General Contract Conditions. These forms are attached as hyperlinks in Attachment D to this RFQ document.]
C	Form HUD-51915 Form of Agreement between Owner and Design Professional & HUD-51915-A, Hyperlinks
D	Certificate of Non-Collusion & Tax Compliance
E	Certification Regarding Debarment & Suspension
F	Truth in Negotiations Certificate & Designer’s Certificate (Samples)
G	LHA Section 3 Policy
	*These forms are relevant to maintenance and construction bids and will be required for general and sub-contractors. In the case of any discrepancy among or between terms and conditions listed within these forms and any other forms herein, the LHA reserves the right to determine which such term or condition shall apply. By submitting an application or proposal in response to this RFQ, the applicant thereby agrees to abide by these requirements.

4.0 APPLICATION EVALUATION

4.1 EVALUATION FACTORS: The LHA-appointed design selection committee will use the following factors to evaluate each submittal. The points are awarded for each factor in the chart below will be based upon the documentation that the Applicant submits within its submittal. A minimum of average score of 75% is required to meet the response qualification minimum.

No.	Max Point Value	Factor Type	Factor Description
1	30 Points	Subjective Technical	Evidence of the applicant’s prior similar experience, including the ability to perform the work as indicated by submitted profiles of principles, staff and any consultants assigned and their individual and collective experience.
2	30 Points	Subjective Technical	Evidence of the applicant’s past performance on public and private projects, which includes its capability to provide the services required, working relationships with clients, cost estimating, cost control, bid competition, quality of work and compliance with performance schedules and working with multi-family housing developments.

3	20 Points	Subjective Technical	The Applicant’s ability to provide the required services if selected based upon references, samples and projects that may be viewed, firm’s stability (financial information) and any other factor available to the LHA.
4	15 Points	Subjective Technical	The applicant’s demonstrated knowledge of local building codes and Federal building alterations requirements and standards.
5	5 Points	Subjective Technical	The Overall quality and professional appearance of the application submitted based upon the opinion of the evaluators.
Total	100 Points		Total Points (other than preference points)

4.2 EVALUATION METHOD

- 4.2.1 Initial Evaluation for Responsiveness:** Each application received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The LHA reserves the right to reject any applications deemed by the LHA not minimally responsive (the LHA will notify such firms in writing of any such rejection).
- 4.2.2 Evaluation Packet for Applications Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Instructions to Evaluators; Tabulation and Written Narrative Justification Form for each applicant; Copy of all pertinent RFQ documents; a committee consensus Justification Form.
- 4.2.3 Minimum Evaluation Results:** To be considered for an award, an applicant must receive a total calculated average of at least 75 points (of the 100 total possible points detailed in Section 4.1).
- 4.2.4 Finalist Interviews:** LHA may conduct interviews of the finalists. It is to be expected that the key personnel be in attendance. Additional information and evaluation breakdown of interview will be provided to the finalists.
- 4.2.5 Contract Price Negotiations:** A maximum-allowable fee will be pre-determined by the LHA prior to commencing the RFQ process pursuant to the Independent Cost Estimate (ICE) required by HUD regulations. No fee will be negotiated which exceeds this maximum.
- 4.2.6** Each applicant with whom negotiations will be made must submit a Truth in Negotiations Certification and Designer’s Certification the forms for which is included under **Attachment F**.
- 4.2.7 Award Recommendation:** The final rankings will be forwarded to the LHA Board of Commissioners (BOC) at a regular or special scheduled board meeting for approval. The BOC will then make its determination as to whether or not to follow the evaluation committee’s recommendation. Contract price negotiations may, at the LHA’s option, be conducted prior to or after the BOC approval. [UNLESS FIXED FEE]
- 4.2.8 Notice of Results of Evaluation:** If an award is completed, all applicants will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all applicants of which applicant received the award, where each applicant placed in the process as a result of the evaluation of the applications received; the cost

agreed upon with the top-rated or successful applicant; each applicant's right to a debriefing and to protest.

4.2.9 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of an applicant entity will be excluded from participation on the LHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with an applicant entity will be excluded from participation on the LHA evaluation committee.

5.0 CONTRACT AWARD

5.1 CONTRACT AWARD PROCEDURE: A contract will be awarded pursuant to this RFQ, the Applicant(s) agrees to abide by all terms and conditions pertaining to this RFQ as issued by the Agency. It is anticipated that upon final completion of the application evaluation process, the evaluation committee will forward the completed evaluations to the CPO. The CPO will formulate and forward to the Executive Director (ED) for approval written award recommendations. The ED will review the recommendations and, if in agreement and required, take the award recommendation to the BOC at a scheduled board meeting for approval. If so, the BOC will then make its determination of whether to follow the committee's recommendations. At some point (in a timely manner) after the award all applicants will, as detailed within Section 4.2.8 herein, receive a Notice of Results of Evaluation. Contract price negotiations may, at the LHA's option, be conducted prior to or after the BOC approval.

5.2 CONTRACT CONDITIONS: The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFQ:

5.2.1 CONTRACT FORM: The LHA will not execute a contract on the successful applicant's form; contracts will only be executed on the HUD-51915/LHA form (and 51915A upon any extension). By submitting an application, the successful applicant agrees to do so. The LHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFQ.

5.2.2 AUDITING CONTROLS: Among other requirements required by statute, the successful applicant may be required to submit a statement from an independent certified public accountant that such CPA (or public accountant) has examined the OPM's internal auditing controls and expresses an opinion as to their opinion whether such statements are reasonable with respect to transactions and assets that are substantial in relation to the Consultant's financial statements. (ref. M.G.L. ch. 7C, §51(d) (iv), ch. 30, §39R (c) & (d).)

5.2.3 ASSIGNMENT OF PERSONNEL: The LHA shall retain the right to demand and receive a change in personnel assigned to the work if the LHA believes that such change is in the best interest of the LHA and the completion of the contracted work.

5.2.4 UNAUTHORIZED SUB-CONTRACTING PROHIBITED: The successful applicant shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the LHA.

5.3 CONTRACT PERIOD: The Agency anticipates that it will award a contract for pre-development OPM Services for a period to be determined.

6.0 INSURANCE

6.1 Licensing and Insurance Requirements: The OPM may be required to provide at its own expense and maintain during the term of the Agreement, insurance policies issued by recognized and responsible insurers satisfactory to the LHA and licensed to do business in the Commonwealth of Massachusetts, covering the Consultant's activities in connection with this Agreement with Satisfactory Rating of "A" and Financial Size Category of "VIII" or better, as deemed by A.M. Best Co. Such insurance shall provide coverage of the type and in the amounts specified. Coverage under 6.1.4 and 6.1.5 shall be provided on an "occurrence" basis Prior to award (but not as a part of the application submission) the successful applicant OPM will be required to provide an original certificate (ACORD 25 or equivalent) evidencing each area of coverage.

6.1.1 As required by M.G.L. ch 7C, §51(e), Obtain and maintain at its own expense professional liability insurance covering the negligent errors, omissions and acts of the OPM or of any person or business entity for whose performance the OPM is legally liable arising out of performance of the contemplated contract. A certificate of insurance acceptable to the LHA shall be issued prior to award of any contract.

6.1.2 As to claims covered by Worker's Compensation, the amount of the statutory Worker's Compensation limits for any state in which Services are to be performed (unless Architect is self-employed).

6.1.3 Employer's Liability Insurance with MA Endorsement WC 20 03 01; or if not available limits of not less than \$1,000,000.00 per accident, \$1,000,000.00 per each employee per disease and a \$1,000,000.00 policy limit on disease. **(Optional)**

6.1.4 Insurance upon each motor vehicle used by the Consultant in connection with the work provided hereunder, providing the following limits of coverage: Individuals must maintain MA Statutory Minimums. Firms must maintain Bodily Injury One Million Dollars (\$1,000,000.00) each person/each occurrence; or a Combined Single Limit of One Million Dollars (\$1,000,000) and Property Damage, One Million Dollars (\$1,000,000) each occurrence, or a Combined Single Limit of One Million Dollars (\$1,000,000) for Owned, Hired and Non-Owned vehicles.

6.1.5 A comprehensive general liability policy is **Optional** for individual architects. Any such coverage should (Comparable to ISO CG 00 01 12 07) provide bodily injury coverage, including death, for not less than \$1,000,000 each Occurrence Combined Single Limit /\$1,000,000 Personal Injury & Advertising Injury/ \$2,000,000 General Aggregate per Location/Project/\$2,000,000 Products Completed Operations Aggregate, Contractual Liability must recognize the indemnities contained in this Agreement. The Lowell Housing Authority is to be named as an Additional Insured on this policy.

6.1.6 Professional liability insurance covering claims arising out of errors, omissions and acts by the Consultant in rendering professional services, in the amount of \$1,000,000.00, including contractual liability coverage, with all coverage retroactive to the earlier of the date of this Agreement or commencement of the Consultant's Services with respect to the Project, which coverage shall be maintained for a period of at least three (3) years after the date of Final Payment by the LHA to the Consultant with respect to the Project.

6.1.7 Optional Valuable papers insurance with a limit of not less than \$100,000.00 for each loss, insuring the restoration of any documents, reports, memoranda, analysis, drawings and similar papers or data relating to the Services in the event of loss or destruction.

6.2 Notwithstanding any other provision to the contrary, should any insurance policy required by the contemplated agreement be cancelled or otherwise terminated before the completion of the Services thereunder, the Consultant shall use all diligent efforts to procure and maintain in force similar insurance from insurers satisfactory to the LHA and provide certificates of such insurance to the LHA upon the LHA's written request. In the event that the Consultant is unable to obtain the required insurance coverage, then either the Consultant or the LHA shall have the right to terminate the contemplated Agreement without penalty, such termination to be governed by the provisions of HUD-51915, sections 1.1 and 1.9.

6.3 On the date of any contemplated Agreement, the Consultant shall furnish a certificate evidencing all of the required insurance coverage, and providing that no such coverage shall be cancelled without at least thirty (30) days' prior written notice to the LHA. The LHA shall be named as an additional insured party under the policies specified in paragraphs 6.1.3 and 6.1.4 above. Certificate shall be current ACORD 25 or equivalent.

7.0 OTHER SUBMITTALS, BUSINESS LICENSES, REGISTRATIONS, ETC.

7.1 Business License. If applicable, a copy of the applicant’s business license allowing that entity to provide such services within the City of Lowell, MA www.lowellma.gov.

7.2 Professional Certifications, Licenses. If applicable, a copy of the applicant’s professional certification(s) relevant to this project issued by the Commonwealth of Massachusetts licensing authority allowing the applicant to provide the services detailed herein.

7.3 Contract Service Standards: All work performed pursuant to this RFQ must conform and comply with all applicable federal, state and local statutes, regulations, ordinances and policies. Any OPM granted a contract under this RFQ shall be evaluated pursuant to M.G.L. ch. 7C, §48(g), HUD 24 CFR 36, 2 CFR 200.317 *et seq.*

-END-

ATTACHMENT A
FORM OF APPLICATION/PROPOSAL FOR OPM (A/E)

This Form must be fully completed and placed under Tab No. 1 of the tabbed submittal.
This document contains MS Word form fields. You may enter your information directly into the template.

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the Application submittal. Please complete this form by marking an “X,” where provided to verify that the referenced form or information is included in the submittal and copies. Complete the HUD Section 3 Statement and the Applicant/OPM’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS
<input type="checkbox"/>	Tab 1 Form of Application/Proposal for OPM
<input type="checkbox"/>	Tab 2 Proposed Services & Qualifications
<input type="checkbox"/>	Tab 3 Experience
<input type="checkbox"/>	Tab 4 References
<input type="checkbox"/>	Tab 5 Signature Forms (Non-Collusion, Tax Compliance, Certificate of Debarment)
<input type="checkbox"/>	Tab 6 Section 3 Business Policy https://www.hud.gov/section3
<input type="checkbox"/>	Tab 7 Applicant’s Other Information (Optional)

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES or NO. If “YES,” pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 6, which priority are you claiming? _____

The undersigned acknowledges receipt of ADDENDA, Nos.: _____ dated _____

APPLICANT/OPM’S STATEMENT

The undersigned applicant/OPM hereby states that by completing and submitting this Form and all other documents within this Application submittal, he/she is verifying that all information provided is, to the best of his/her knowledge, true and accurate, and acknowledges the LHA may not consider, make award or cancel any award with the undersigned party if any information provided herein is false. By completing and submitting the application and its components (and by submitting costs for non-negotiated agreements), the undersigned applicant/OPM agrees to abide by all terms and conditions pertaining to this RFQ as issued by the LHA, including executing HUD contract form(s) provided. Pursuant to all RFQ Documents, this Form of Proposal, attachments and completed documents submitted, the undersigned proposes to supply the LHA with the services described herein.

Authorized Signature

Printed Name, Title

Date

Company
(Attach corporate vote)

ATTACHMENT B
HUD Form Table 5.1

U.S. Department of Housing and Urban Development
Lowell Housing Authority, Lowell, MA

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to 24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor are also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor’s Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA’s convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

ATTACHMENT B [CONT'D]

Information pertaining to required HUD forms in design, construction and maintenance contracts.

Hyperlink to Form HUD-5370: [5370 \(hud.gov\)](https://www.hud.gov/forms/5370)

Hyperlink to Form HUD-5370-EZ: <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-EZ.pdf>

Hyperlink to Form HUD 5370-C Sec I & II: General Contract Conditions Non-Construction:

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C1.pdf>

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C2.pdf>

Hyperlink to Form HUD-51915 “Model Form of Agreement Between Owner and Design Professional”:

<http://portal.hud.gov/huddoc/51915.docx>

NOTE: HUD Form clauses are not negotiable

ATTACHMENT C
FORM HUD-51915 MODEL FORM OF AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

Hyperlink to original HUD-51915:

<https://portal.hud.gov/hudportal/documents/huddoc?id=51915.docx>

Model Form of Agreement Between Owner and Design Professional (1/2014)

Hyperlink to Original HUD-51915-A:

<https://portal.hud.gov/hudportal/documents/huddoc?id=51915-a.docx>

Contract Provisions Required by Federal Law (1/2014)

ATTACHMENT D
SIGNATURE FORMS/CERTIFICATIONS
(TAB 5 SUBMISSIONS)

A. Anti-Collusion Certification

Bidders are required to sign below and submit this form with their bid.

The undersigned certifies under penalties of perjury that this bid, or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal/date)

(Name of business)

B. Required Affidavit of State Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C Section 49A, Clause (B), added by Section 36 of Chapter 233 of 1983:

(Name of Person Representing Company/Firm): _____

for (Name of Company/Firm: _____

Whose principal place of business is located at: _____

Federal ID# or SS# of Company/Firm: _____

Company Address: _____

Do hereby certify under the pains and penalties of perjury that the above-mentioned named contractor has complied with all laws of the Commonwealth of Massachusetts *relating to taxes, reporting of employees and contractors, and withholding and remitting of child support (v.2 3/27/14)*

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT E
CERTIFICATION REGARDING DEBARMENT & SUSPENSION

This Form must be fully completed and placed under Tab No. 5 of the tabbed submittal

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the Commonwealth of Massachusetts. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

Authorized Signature & Date

Firm Name

**ATTACHMENT F
TRUTH IN NEGOTIATIONS & DESIGNER’S CERTIFICATION**

**M.G.L. CHAPTER 7C, § 51
DESIGNER SELECTION LAW**

TRUTH IN NEGOTIATIONS CERTIFICATE

[To be used when the Designer’s or
Construction Manager’s Fee is negotiated.]

NOW COMES

(Name of OPM or Consultant)

(Address)

who hereby certifies under the pains of perjury that in connection with the

Agreement and Contract between _____

(OPM or Consultant)

and the Lowell Housing Authority, and pursuant to the provisions of M.G.L. Chapter 7C, Section 51:

- (i) the wage rates and other costs used to support the OPM's compensation are accurate, complete, and current at the time of contracting;
- (ii) the original contract price and any additions to the contract may be adjusted within 1 year of completion of the contract to exclude any significant amounts if the LHA determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

Signed under the pains of perjury,

Name of Consultant/OPM

By: _____
Signature of Consultant/OPM

CERTIFICATION FOR DESIGNER/ENGINEER/OPM

I hereby certify that as the designer or construction manager I have not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of the contract for design services.

I hereby certify that no consultant to, or subcontractor for,

_____ has given, offered, or agreed to give
Firm/Individual
any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager.

I hereby certify that no person, corporation, or other entity, other than a bona fide full-time employee of _____, has been retained
Firm/Individual
or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer.

I hereby certify that as the designer or construction manager, I have internal accounting controls as required by M.G.L. c. 30, §39R(c) and that I have filed and will continue to file an audited financial statement as required by M.G.L. c. 30, §39R(d).

Authorized Signature

Printed Name

Date

ATTACHMENT G
HUD/LHA Section 3
Certification for Business Concerns Seeking Section 3 Business Preference
in Contracting and Demonstration of Capability

This Form must be fully completed and placed under Tab No. 6 of the tabbed submittal

Lowell Housing Authority

Section 3 Program

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Overview of Section 3 Requirements

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Purpose of This Document

This plan outlines how the Lowell Housing Authority (LHA) and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing Lowell Housing Authority's public housing program. LHA will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors. These requirements do not supersede Government requirements for competitive procurement and Davis Bacon wages. These requirements do not supersede the requirements of Massachusetts laws regarding bidding and construction.

LHA may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

Section 3 Coordinator

LHA's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for LHA and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to LHA's Section 3 Coordinator with questions regarding Section 3 compliance:

Sherry Giblin
Chief Financial Officer
sgiblin@lhma.org

Employment, Training and Contracting Goals

A. Safe Harbor Compliance

LHA will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in section C. After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

B. Safe Harbor Benchmarks

LHA has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.9. The safe harbor benchmark goals are as follows:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers.

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at CFR 24 Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

At the time of bid, the contractor will be required to present a list of the projected number of available positions expected to be needed to complete the project. In an effort to assist contractors with meeting or exceeding the Section 3 goals, LHA will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures.
- 2) Require contractor to sign Certification of Intent to Comply with Section 3
- 3) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure goals are understood.
- 4) Inform contractors about the HUD Section 3 Opportunity Portal
<https://hudapps.hud.gov/OpportunityPortal/>
- 5) Require contractors to notify LHA of their interests regarding employment of Section 3 workers prior to hiring.
- 6) Encourage local businesses to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business registry
<https://www.hud.gov/section3businessregistry>
- 7) Leverage LHA's communication outlets (Website, digital signage, Facebook) to effectively communicate employment and contracting opportunities that arise.
- 8) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with HUD funding.

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, LHA will review and update the Section 3 Plan every 3 years/months, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks was not feasible. All contractors submitting bids or proposals to the LHA are required to certify that they will comply with the requirements of Section 3.

C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING

Under the LHA Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

- 1) To residents of the public housing projects for which the public housing financial assistance is expended.
- 2) To residents of other public housing projects managed by the PHA that is providing assistance or for residents of Section 8-assisted housing managed by the PHA.
- 3) To participants in Youth Build programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

Contracting

Under the LHA's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided.
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance.
- 3) Youth Build programs; and

- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

Section 3 Eligibility and Certifications

To qualify as a Section 3 worker, Targeted Section 3 worker, or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to LHA may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. Contractor Section 3 Worker and Targeted Section 3 Worker Certification

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, LHA will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate they meet one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern; or
- 3) A Youth Build participant.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a) A resident of public housing; or
 - b) A resident of other public housing projects or Section 8-assisted housing; or
 - c) A YouthBuild participant.

B. Section 3 Worker and Targeted Section 3 Worker Certification

All residents of LHA's Federal and State Public Housing Developments, the HCVP program, and other state assisted housing programs administered by the LHA qualify as Section 3 residents and are considered to be Sec 3 eligible. All residents of Lowell whose incomes are 80% or less of the medium family income for the Lowell HUD MFI table can also qualify for Section 3 status. The

LHA will require that all applicants who are identified as Section 3 eligible provide a Section 3 Resident Application with the appropriate supporting documentation to the LHA Section 3 Officer.

C. Section 3 Business Concern Certification

LHA encourages contractors and subcontractors to make their best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements can self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to LHA, contractors, or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form. Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal.

Section 3 Contracting Policy and Procedures

The Authority shall, to the greatest extent feasible and consistent with Commonwealth of Massachusetts bid laws, direct its efforts to ensuring that contracts are awarded to Section 3 Business Concerns in the following order of priority, as more fully defined in the applicable federal regulations, presently codified as 24 CFR § 135.36:

1. Businesses that are 51% or more owned and controlled by residents of LHA development for which Section 3 covered assistance is expended or whose full-time permanent workforce includes 30% of these persons as employees.
2. Businesses that are 51% or more owned and controlled by any LHA residents whose full-time permanent workforce includes 30% of any LHA residents.
3. HUD Youth-Build programs being carried out in Lowell.
4. Businesses that are 51% or more owned and controlled by Section 3 residents of Lowell whose full-time permanent workforce includes 30% of Section 3 residents of Lowell, or subcontract more than 25% of the total amount of subcontracts to Section 3 businesses.
5. LHA will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. LHA will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly

contract with any contractor that has been found in violation of the Section 3 regulations.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.9.

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Reporting Requirements

A. Monthly Reporting

Contractors are required to submit monthly activity reports to LHA's Section 3 Coordinator by the 10th of each month.

B. Final Reporting

- 1) Once a project is completed, contractors must submit a final Section 3 cumulative report.
- 2) Upon completion of a project, LHA's Section 3 project coordinator will conduct a final review of the project's overall performance and compliance.
- 3) LHA's Section 3 coordinator will submit the Section 3 data into HUD's reporting system.

Section 3 Complaint Procedure

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

1. Complaints of non-compliance should be filed in writing and must contain the names of the complainant and a brief description of the alleged violation of 24 CFR 135.
2. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
3. An investigation will be conducted if the complaint is found to be valid.
4. The LHA will review the findings for accuracy and completeness before it is released to complainants.

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

The HUD program office is responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic

information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

SECTION 3 SUBMISSION FORMS

Form 1	Certification of Intention to Comply with Section 3	Submit with Bid/Proposal
Form 2	Section 3 Hiring, Training, and Subcontracting Opportunities	Submit with Bid/Proposal
Form 3	Monthly Section 3 Report	Submit Monthly and at Completion of Project
Form 4	Section 3 Worker Affidavit Certification of Section 3 Worker And Targeted Section 3 Worker	Submit with Form 3
Form 5	Section 3 Business Certification Certification for Business Concerns Seeking Section 3 Preference in Contracting	Submit with Form 3



FORM 1

Certification of Intent to Comply with Section 3

This form is to be submitted by proposers with their bid/ proposal. Failure to submit this form will result in the rejection of your bid/proposal.

I hereby certify that:

1. I am the _____ [Insert Title] of _____ [Insert Name of Proposer] (the "Company");
2. I am duly authorized by the Company to submit a proposal on its behalf to the Lowell Housing Authority for _____ [Insert Project Name and Number] and to execute any and all documents required to be filed as a condition of such proposal;
3. I have read and understood the Section 3 Provision, which applies Section 3 of the Housing and Urban Development Act of 1968, as amended, and the Section 3 regulations found at 24 CFR 135.
4. The Company will comply with the requirements of 24 CFR 135 and the Section 3 Provision. This includes ensuring that, to the greatest extent feasible, at least twenty-five **(25) percent or more of the total number of labor hours worked by all Workers on a Section 3 project are Section 3 Workers; and Five (5) percent or more are Targeted Section 3 Workers.**
5. The Company is responsible for the compliance of its subcontractors and will ensure that its subcontractors comply with the requirements set out in 24 CFR 135 and the Section 3 Provision.
6. Any vacant positions filled after the contract award notification but before contract execution will not be filled to circumvent the Company's Section 3 obligations.

Signed under the penalties of perjury

Company

Date

Signature
Duly Authorized



FORM 2

Section 3 Hiring, Training, and Contracting Opportunities

This form is to be completed by the proposer on behalf of itself and all projected subcontractors, if any. Provide estimates of hiring and contracting needs on the project.

HIRING OPPORTUNITIES

Job Category	Number of positions needed to complete project	Number of positions filled by current employees*	Number of positions to be filled by Section 3 Workers	Anticipated dates of work
<i>Example: Tenant Coord</i>	<i>1</i>	<i>0</i>	<i>1</i>	<i>10/1/21- 12/31/21</i>
1) Technicians				
2) Office/Clerical				
3) Trade				
4) Trade				
5) Trade				
6) Tenant Coordinator				
7) Other:				
Totals				

SUBCONTRACTING OPPORTUNITIES

Sub-trade and Company (if known)	Filed Sub-trade? (Y/N)	Section 3 Business Concern? (Y/N)	Specification Reference	Amount of Contract
<i>Example: HVAC Inc.</i>		<i>y</i>	<i>06200</i>	<i>8,000</i>
1)				
2)				
3)				-

The above tables represent an accurate estimate of workforce and subcontracting needs for this project and also represent the number of Section 3 Workers, Targeted Section 3 Workers, and business concerns that the company proposes to employ and/or contract with.

Signed under the penalties of perjury.

Company: _____

Date: _____

By: _____



FORM 3

Monthly Section 3 Report

This form or a certified substitute document containing the information requested below is to be completed by the consultant and all subcontractors, if any, and submitted upon request. Attach verifications (e.g. • Section 3 Workers Affidavit and copy of photo identification) as necessary.

LHA Project _____

Month Ending _____

SECTION 3 WORKER LABOR HOURS

Employee Name	Job Title	Targeted/Section 3 Worker? (Y/N)	Address	Date Hired	Labor Hours this month	Labor Hours to date
<i>Example: Gladys Jones</i>	<i>Project Assistant</i>	<i>y</i>	<i>Franklin Field, 100 Ames St. Dorchester, MA 02124</i>	<i>10/15/2021</i>	<i>80</i>	<i>200</i>
1)						
2)						
3)						
4)						
5)						

SECTION 3 BUSINESS CONCERNS

Section 3 Business Concern	Address	Dates of Work	Contract Price	Paid to Date	Amount Remaining to be paid
<i>Example: ABC Security Co.</i>	<i>123 Main St., Boston MA 02111</i>	<i>11/1/20- 5/30/21</i>	<i>15,000</i>	<i>2,500</i>	<i>12,500</i>
1)					
2)					
3)					
4)					

Company: _____

e _____

Signature: _____

Print Name & Title _____

FORM 4

Section 3 Worker Self-Certification Form- Public Housing	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736D OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. XXXX-XXXX. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification requirements. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or, the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

Printed Name: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

To qualify as a Section 3 Worker, you must self-certify that you meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

<ul style="list-style-type: none">• Income for the previous calendar year is below the income limit*• A participant in a means-tested program such as public housing or Section 8-assisted housing• A YouthBuild Participant*	Income limit \$XX,XXX
---	--------------------------

*Currently or at the time of hire if hired within the past 5 years

I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement listed below you meet to be considered a Targeted Section 3 worker in the box below. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

<p>___ A participant in a means-tested program such as public housing or Section 8-assisted housing</p> <p>___ A YouthBuild participant*</p>
--

*Currently or at the time of hire if hired within the past 5 years

In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

FORM 5

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

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

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

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

For business entity as applicable:

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

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

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

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

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

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

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

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____