



**525 South Lawrence Street
Montgomery, Alabama 36104**

REQUEST FOR PROPOSALS (RFP) 2026-03

Virtual Private Network (VPN) and Internetworking Management Services (INMS)

DATE ISSUED: **Monday, August 3, 2026**

TYPE OF PROJECT: The Montgomery Housing Authority (“MHA”) seeks proposals from qualified individuals and/or firms to provide comprehensive Virtual Private Network (VPN) and Internetworking Management Services (INMS) for the MHA's enterprise network infrastructure.

CONTACT PERSON: Sheila Brown, Procurement/Contract Administrator
sbrown@mhatoday.org

LAST DAY FOR QUESTIONS: **Tuesday, August 18, 2026, at 3:00 p.m. (CST)**

SUBMISSION DEADLINE: **Thursday, August 27, 2026, at 3:00 p.m. (CST)**

SUBMISSION ADDRESS: Sheila Brown, Procurement/Contract Administrator
Montgomery Housing Authority
525 South Lawrence Street
Montgomery, Alabama 36104

Separate sealed proposals will be accepted at the MHA’s Procurement/Contract Office, 525 South Lawrence Street, Montgomery, Alabama 36104, until the date and time noted above. Proposals will be held in confidence and not released in any manner until after the contract has been awarded.

The responsibility for submitting a response to this RFP at the MHA on or before the stated time and date will be solely and strictly the responsibility of the respondent. The offeror shall wholly absorb all costs incurred in the preparation and presentation of the proposal.

Copies of this RFP are available by visiting MHA’s website at www.mhatoday.org, visiting the Housing Agency Marketplace at <https://ha.internationaleprocurement.com> , or can be requested in writing by emailing Sheila Brown at sbrown@mhatoday.org.

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GENERAL INFORMATION

Introduction

The Montgomery Housing Authority (MHA) was established in 1939, as a local control entity in Montgomery, Alabama, for the provision and administration of publicly funded affordable housing built as part of President Franklin D. Roosevelt's New Deal following the Great Depression. The Montgomery Housing Authority's currently has approximately 1,184 Public Housing (PH) units across multiple apartment complexes in the City of Montgomery, AL. The Montgomery Housing Authority (MHA) administers over 3,000 HCV vouchers in Autauga, Elmore, and Montgomery Counties. MHA also provides Project-Based rental assistance where the rental assistance is tied to a specific unit. In addition, MHA has several special purpose voucher programs including, Homeownership and Veterans Affairs Supportive Housing (VASH), and Foster Youth Initiative.

Purpose

The Montgomery Housing Authority ("MHA") seeks proposals from qualified individuals and/or firms to provide comprehensive Virtual Private Network (VPN) and Internetworking Management Services (INMS) for the Montgomery Housing Authority's enterprise network infrastructure.

Background

The Montgomery Housing Authority (MHA) is seeking respondents to provide comprehensive Virtual Private Network (VPN) and Internetworking Management Services (INMS) for the Montgomery Housing Authority's enterprise network infrastructure. The Respondent shall furnish all labor, supervision, materials, equipment, software, tools, transportation, and services necessary to perform the work in a professional, timely, and acceptable manner. All work shall comply with applicable industry standards, manufacturer recommendations, and applicable federal, state, and local regulations.

Method of Solicitation

MHA is soliciting competitive proposals from qualified lodging providers with a documented record of accomplishments providing the required services. The Request for Proposals (RFP) seeks to identify potential providers for the scope of services listed herein.

Obtain Copies of this Solicitation.

Single copies of the RFP package may be obtained, at no cost by:

1. Visiting the MHA's website at: www.mhatoday.org
2. Downloading at the Housing Agency Marketplace (E-procurement) at <https://ha.internationaleprocurement.com>
3. Requesting via email to sbrown@mhatoday.org
4. Copies may also be picked up in person at:

Montgomery Housing Authority
Procurement/Contract Office
525 South Lawrence Street
Montgomery, Alabama 36104

PART I - SCOPE OF SERVICES

The Montgomery Housing Authority (MHA) is seeking respondents to provide comprehensive Virtual Private Network (VPN) and Internetworking Management Services (INMS) for the Montgomery Housing Authority's enterprise network infrastructure.

The Contractor shall perform all services as required by the Montgomery Housing Authority (MHA) to complete the work described herein. The Contractor shall furnish all labor, supervision, materials, equipment, software, tools, transportation, and services necessary to perform the work in a professional, timely, and acceptable manner. All work shall comply with applicable industry standards, manufacturer recommendations, and applicable federal, state, and local regulations.

Scope of work is attached hereto as Exhibit C.

PART II – INSTRUCTIONS FOR SUBMITTING PROPOSALS

2.1 Submission of Proposals

Respondents should submit **one (1) original, one (1) hard copy and one (1) electronic device (flash drive) copy** of their proposal. The mailed original submission shall be dated and signed by an authorized official of the company. Hard copy proposals must be submitted in a ***sealed envelope*** that shows the company's name and address and **clearly** written on the outside of the sealed envelope must be the words **"Virtual Private Network and INMS (RFP 2026-03) – Thursday, August 27, 2026, at 3:00 p.m. (CST)"**. **The electronic device must be labeled with the RFP number 'RFP 2026-03' and the company's name and must be enclosed in the sealed envelope with the hard copies.** The electronic device proposal must contain the same information as required with the original submissions and must be compiled as a single document. **Emailed submission will not be accepted.**

Respondents may also submit their **proposals electronically**, versus submitting hard copies, by visiting the Housing Agency Marketplace (Eprocurement) <https://ha.internationaleprocurement.com>. Respondents are encouraged to register prior to submission deadline. It is recommended that the Respondent submits its proposal in sufficient time to ensure acceptance. The Respondent will receive notification of acceptance of submission through the Eprocurement marketplace. If the Respondent encounters any issues relating to the electronic submission, please contact the Eprocurement marketplace via their online "Customer Service" link. The Respondent must enter the pricing as indicated on the site in order for their submission to be accepted. **Emailed submissions will not be accepted.**

Proposals received after the deadline date and time **may be** determined unacceptable. Refer to form **HUD 5369-B, Section 6**, regarding late submissions and withdrawals.

All proposals must be submitted in accordance with the conditions and instructions provided herein and must remain open for acceptance for one hundred and eighty (180) days from the due date. Proposals should demonstrate detailed plans on how the Respondent intends to provide the required services in a manner that will result in the successful and timely completion of the service(s). In addition, the proposal should demonstrate the Respondent's capacity and readiness to perform the Scope of Services immediately upon execution of a contract with MHA. Finally, the proposal should include evidence of the Respondent's previous experience and qualifications, relative to the provision of such services.

2.2 Interpretation/Questions

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective respondent. Requests for interpretation must be made, in writing, by the questions due date and time as indicated on the coversheet (first page) of the RFP and sent to: Email: sbrown@mhatoday.org.

2.3 Addendum and Update Procedures for the RFP

During the period of advertisement for this RFP, MHA may wish to amend, add to, or delete from, the contents of this RFP. In such situations, MHA will issue an addendum to the RFP setting forth the nature of the modification(s). MHA will email (or send via regular postal mail or fax upon written request) any addenda to Respondents of this RFP solicitation. Interested parties may also view addenda on MHA's website www.mhatoday.org or at the Housing Agency Marketplace at <https://ha.internationaleprocurement.com>. It shall be the responsibility of each Respondent to ensure they have any/all additional addenda relative to this RFP.

2.4 Proposal Format

All proposals shall be submitted in 8 ½ x 11-inch format, preferably in three (3) ring binders. Larger size pages or inserts may be used, provided they fold into 8 ½ x 11 inches. Inserts shall not be stapled together. All copies of the submittal must be identical in content and organization. The format of the respondent's proposal should be structured the same as the format of the RFP. Proposals should be organized into sections and tabbed for ease of review. Respondents must provide a comprehensive Table of Contents at the front of the proposal. The proposal also must be organized in response to the Submission Requirements. The front cover of the proposal should bear the name and number of the RFP, the date, and the Respondent's name, address, phone number and email address. The electronic submission should be organized in the same manner as the hard copy as one document.

2.5 Submittal Forms

Provided, as a part of the proposal, all required certifications and HUD forms, MHA forms, licenses and proof of insurance. All forms that require a signature or initials must bear an original initial or signature.

2.6 Acceptance of Proposals

Proposals must be signed, sealed, and received in completed form at MHA, no later than the proposal closing date and time. Proposals submitted after the designated closing date and time could potentially not be accepted and could potentially be returned unopened to the originator.

MHA reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. Respondents may be excluded from further considerations for failure to comply with the specifications of this RFP.

MHA reserves the right to reject the proposal of Respondents, who have previously failed to perform properly or to complete on time, a contract of a similar nature. MHA also reserves the right to reject proposals of Respondents who habitually, without just cause, neglect the payment of bills or disregard their obligations to subcontractors, providers of materials, or employees.

2.7 Time for Reviewing Proposals

Proposals received prior to the closing date and time will be securely kept, unopened until the closing date and time. Proposals received after the closing date and time could potentially not be considered. MHA's Evaluation Committee, appointed by the President/CEO, will evaluate all proposals properly received.

The Evaluation Committee will analyze proposals within the 180 days of the date and time due and make a recommendation for award of contract or not to award, to the MHA President/CEO. MHA reserves the right to extend the analysis period.

2.8 Withdrawal of Proposals

Proposals may be withdrawn by written notice received any time before the contract award. Proposals may be withdrawn in person by Respondent or its authorized representative if the identity of such representative is established and a signed receipt of the withdrawn proposal is received by MHA prior to the contract award.

2.9 Award of Contract

MHA reserves the right to make an award based solely on the proposals or to negotiate further with the Respondent(s). The Respondent(s) selected for the award will be chosen on the basis of an assessment of the greatest benefit to the MHA, not necessarily on the basis of lowest cost. MHA also reserves the right to negotiate and award any element of this RFP, make multiple awards, reject any or all proposals or waive any minor irregularities or technicalities in proposal received as in the best interest of MHA. Contract shall be awarded to the Respondent(s) submitting a proposal according to the evaluation criteria contained herein. MHA reserves the right to interview or receive demonstrations of products/services from one or more Respondent(s) whose submittals are evaluated above the acceptable **cumulative** 75 points as detailed in Section 4.1 Proposal Evaluation/Contract Award. The Respondent(s) to whom the award is made will be notified at the earliest practical date. Upon full execution of the contract, MHA expects awardee to immediately render services.

Contract Terms

MHA anticipates awarding a contract for an initial period of one (1) year with two extension options in one-year increments, at MHA's discretion, for a total possible contract term of three (3) years. MHA reserves the right to terminate contract for cause or convenience with proper written notification.

2.10 HUD Debarment and Suspension List

The Respondents and all subcontractors' names or businesses must not appear on the HUD's Debarment and Suspension list.

2.11 Certification of Legal Entity

Prior to execution of the contract agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally structured are, or will be, legal and binding under the Alabama State Law and the City of Montgomery, Alabama.

2.12 Cost Borne by Respondent

All costs related to the preparation of this RFP and any related activities are the responsibility of the Respondent. MHA assumes no liability for any costs incurred by the Respondent throughout the entire selection process.

2.13 Best Available Data

All information contained in this RFP is the best data available to MHA at the time the RFP was prepared. The information given in the RFP is not intended as representation having binding legal effect. This information is furnished for the convenience of Respondents and MHA assumes no liability for any errors or omissions.

2.14 Contact with MHA Staff, Board Members and Residents

Beyond the above referenced written communications, Respondents and their representatives may not make any other form of contact with MHA staff, Board members, or residents. Any improper contact by or on behalf of Respondents may be grounds for disqualification.

2.15 Licenses and Insurance

The awardee shall have and maintain all required licenses necessary to conduct business in the City of Montgomery and the State of Alabama. All licenses must be kept up to date for the duration of any ensuing contract. Copies of all licenses must be in the Procurement/Contract office prior to contract execution.

Prior to contract award and for the duration of the contract, the successful proposer will be required to provide proof of insurance (as outlined) and the MHA shall be named as an additional insured.

Professional Liability (and/or Errors & Omissions) Coverage	\$1,000,000 each occurrence
General Liability Coverage	\$1,000,000 each occurrence
Comprehensive Automobile Liability Coverage	\$1,000,000 each occurrence
Worker's Compensation with Statutory Limits of the State of AL	

2.16 Respondent Responsibilities

Each Respondent is presumed by MHA to have thoroughly studied this RFP and become familiar with the contents, locations, and nature of requests. Any failure to understand completely any aspect of this RFP is the responsibility of the Respondent.

2.17 No Claim Against MHA

The Respondent shall not obtain, by submitting a proposal in response to this RFP, any claim against MHA or MHA's property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of MHA or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

PART III – SUBMISSION REQUIREMENTS

3.1 Tabbed Proposal Submittal

The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Agency will, as detailed within the following Section 4.2, consider factors other than cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by 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.

Inserts shall not be stapled together. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5370-C, Section II-General Conditions for Non-Construction Contracts, Form HUD SF-LLL Disclosure of Lobbying Activities, Form HUD 50071 Certification of Payments to Influence Federal Transactions, Form HUD 50070 Certification for a Drug-Free Workplace, Form HUD 2530 Previous Participation Certification, and Non-Collusive Form. These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal, where applicable.
3.1.3	3	Profile of Firm Form. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. Respondent shall place under this tab documentation further explaining the firm's services and showing how the firm intends to fulfill the requirements of the Scope of Work listed herein, including, but not limited to:
3.1.4.1		The proposer's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENTS and REQUESTED SERVICES .
3.1.4.2		APPROPRIATE TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED . Provide a detailed narrative and/ or work plan that demonstrates the approach or how the Respondent will engage with MHA staff. Outline its anticipated approach/engagement for each element of work identified in the Scope of Services. The outlined approach/engagement should be consistent with the objectives and requirements set forth in the RFP and should address how services will be immediately provided upon execution of a contract. Include proposed processes for ensuring effective coordination, as well as procedures for reporting and disseminating information.
3.1.4.3		TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein) Describe capability, experience and type of software to be utilized to provide comprehensive Virtual Private Network (VPN) and Internetworking Management Services (INMS) for the MHA's enterprise network infrastructure Describe knowledge and execution of required services, etc. Include resumes of key staff identified as responsible for performing the work under a contract with MHA.
3.1.4.4		The proposer's DEMONSTRATED EXPERIENCE in performing similar work and DEMONSTRATED SUCCESSFUL PAST PERFORMANCE . Identify similar or related work performed for public housing authorities or other companies that has been completed to date or is currently active. Include projects completed or currently underway by the responding entity and/or each major participant in the proposal. Identify experience in performing work for public housing authorities or other companies, by the Respondent and/or its participants. Demonstrate ability to produce reports that are well regarded in the industry in terms of content, timeliness, and responsiveness. Demonstrate, through written explanation, the Respondent's familiarity with HUD, Federal, State, and local laws, regulations, and

		codes that the Respondent believes may be pertinent or applicable to this project.
3.1.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.4.6		Approach to QUALITY CONTROL
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.).
3.1.4.8		A complete description of the products and services the firm provides.
3.1.4.9		Proposed Engagement Letter/Executive Summary. A copy of the proposer's proposed engagement letter/executive summary. Please note that the Agency WILL NOT accept this engagement letter as the eventual contract but will consider including the proposed engagement letter as an appendix to the eventual contract that is executed. The Agency retains the right to (and most likely will) require certain revisions to the engagement letter, especially of proposed terms that either, in the Agency's opinion, conflict with the terms listed within the contract.
3.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The proposer's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (1) and (4) of the Profile of Firm Form . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart). Include in the chart all key personnel, specialists, and consultants, who will be assigned work under a contract potentially resulting from this RFP. Identify all individuals who will be devoted to the project on a full-time basis or part time basis (up to 50% of time allocated to project), including those who will be full time only for specific components of the project, as well as those filling a continuing position throughout the project. Provide detailed resumes for each, highlighting the experience that qualifies them for the position they will fill.
3.1.6	6	Client Information. The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and email address;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided inclusive of duration of projects or projected completion date of current/active projects and dollar value of contracted services.
3.1.7	7	Section 3 Plan. All respondents must read the attached Section 3 Plan (Exhibit B). All required forms shall be submitted under this tab, if applicable.
3.1.8	8	Other Information. The proposer may also include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.9		No Information Placed under a Tab. If no information is to be placed under any of the above noted tabs, please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.
3.1.10		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the

	binding (i.e., “comb-type;” etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.
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3.2 Proposal Pricing/Cost

If submitting a hard copy proposal by mail, each Respondent shall provide cost for each item listed on the Proposed Fees Form, attached hereinto at Exhibit D. No category can be left blank.

This information shall be placed under **Tab 4 Proposed Services and must be signed and dated. Respondent shall also include the “Cost Proposal Form” form located on page 13 of this RFP under this tab. Respondent may include other services/pricing not included on Proposed Fees Form as a separate attachment.**

If submitting a proposal electronically through the **E-Procurement** platform, the Respondent must enter an amount for each item, no item can be left blank. The Respondent may include other services/pricing not requested as a separate attachment.

3.3 Required Certifications/Forms

Each proposal shall contain an executed copy, if applicable, of the following HUD and MHA forms, which are attached herein. If a form does not apply, please state ‘not applicable’ and include in the proposal submission:

	Form of Proposal
	Profile of Firm Form
	Non-Collusive Form
	MHA’s Section 3 Plan
Form HUD-5369-B	Instructions to Offerors – Non-Construction
Form HUD 5370-C	General Conditions for Non-Construction Contracts, Section II
Form HUD SF-LLL	Disclosure of Lobbying Activities
Form HUD 50071	Certification of Payments to Influence Federal Transactions
Form HUD 50070	Certification for a Drug-Free Workplace
Form HUD 2530	Previous Participation Certification

PART V – PROCUREMENT PROCESS

4.1 Proposal Evaluation/Contract Award

Proposals received in response to this solicitation will be evaluated using the following evaluation process.

- a. The evaluation process will be used to determine the firms that will comprise the short list, from which final selection for contract award will ultimately be made.
 - (1) During the evaluation process, technical proposals will be evaluated and scored by an Evaluation Committee comprised of a minimum of 3 members.
 - (2) Each member of the Evaluation Committee will score each proposal.

- (3) Scoring will be based on predetermined Evaluation Criteria. The available points associated with each area of consideration are shown below in Item 4.2 and 4.3.
 - (4) The results of the evaluation, of both technical and cost proposals, will be used to determine those proposals to be considered in the competitive range.
 - (5) Proposals will be considered acceptable if they have a minimum **cumulative** score of 75 points and above.
 - (6) The Authority may require that proposers, whose submittals are above the minimum **cumulative** score of **75 points**, be interviewed by the Authority's Evaluation Committee if deemed necessary. The respondent should be prepared to field questions concerning their qualifications and/or the required services to the Authority's Evaluation Committee. The Authority reserves the right to have one or more respondent(s) subject to an interview.
 - (7) Cost proposals will be considered acceptable if the proposed cost is clearly not excessive compared to the proposed costs of other Respondents with acceptable technical proposals.
 - (8) Respondents with acceptable technical and cost proposals may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by MHA will result in disqualification of Respondents proposals.
- b. Scoring will be based upon how well the proposal meets the criteria established in this RFP.
 - c. MHA reserves the right to make no award or decline to enter negotiations should it believe that no Respondent to this RFP would be capable of delivering the necessary level of service within an acceptable price range and/or the time period.
 - d. The Evaluation Committee will evaluate the merits of proposals received in accordance with the evaluation criteria stated in the RFP and formulate a recommendation. However, while a numerical rating system may be used to assist the Evaluation Committee in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the criteria and their relative weights disclosed in the RFP.

4.2 Evaluation Criteria

a. Organizational Capacity/Staffing and Qualifications:

30 Points

- (1) Respondent's organizational capacity will be evaluated through an assessment of the Respondent's staff, specialists', and consultants' experience and qualifications. In addition, the Respondent's ability to perform the work in a timely manner will be evaluated through a review of previous performance on similar projects, as well as current and projected capacity and workload.
- (2) Additional consideration will be given to those Respondents having staff with the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to perform the work timely, given current and projected workload

b. Relevant Experience and Past Performance:

30 Points

- (1) Relevant experience and past performance will be evaluated through an assessment of previous similarly related projects completed to date.
- (2) Additional consideration will be given to those Respondents, who demonstrate, a documented track record of successfully completing projects of the same type required by this RFP.
- (3) Additional consideration will be given to those Respondents demonstrating previous experience coordinating projects of this type with internal and external entities.
- (4) Additional consideration will also be given to those Respondents who exhibit a successful track record of performing similar services for public housing authorities.

c. Respondent's Approach/Engagement Related to the Scope of Service:

20 Points

- (1) The Respondent's approach and response to the Scope of Service will be evaluated through an assessment of the proposed approach for each element of work identified in the Scope of Service.
- (2) Additional consideration will be given to those Respondents, who demonstrate through their submittal, a clear and prudent plan for performing the required work within the established timeframe, as applicable.

d. Proposal Pricing and Fees:

20 Points

- (1) Proposal cost will be evaluated through a careful analysis of cost compared to the other Respondents proposals and fair market rates for such services.

4.3 Summary of Evaluation Criteria

Evaluation Criteria Points

Technical and Cost:

Organizational Capacity/Staffing and Qualifications	30 Points
Relevant Experience and Past Performance	30 Points
Respondent's Approach/Engagement Related to the Scope of Service	20 Points
Proposal Pricing and Fees	20 Points
Total	100 Points



525 South Lawrence Street
Montgomery, Alabama 36104

REQUEST FOR PROPOSALS (RFP) 2026-03

Virtual Private Network (VPN) and Internetworking Management Services (INMS)

COST PROPOSAL FORM

TYPE OF PROJECT: The Montgomery Housing Authority ("MHA") seeks proposals from qualified individuals and/or firms to provide comprehensive Virtual Private Network (VPN) and Internetworking Management Services (INMS) for the MHA's enterprise network infrastructure.

DATE ISSUED: **Monday, August 3, 2026**

CONTACT PERSON: Sheila Brown, Procurement/Contract Administrator
sbrown@mhatoday.org

LAST DAY FOR QUESTIONS: **Tuesday, August 18, 2026, at 3:00 p.m. (CST)**

SUBMISSION DEADLINE: **Thursday, August 27, 2026, at 3:00 p.m. (CST)**

FILL IN BELOW AND SIGN. PRICES ARE GUARANTEED FOR A MINIMUM OF 180 DAYS FROM PROPOSAL DEADLINE DATE.

COMPANY NAME:

CONTACT:

Signature	Printed Name	Title
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ADDRESS:

Street / POB	City	State	ZIP
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PHONE: _____ FAX: _____ EMAIL: _____

Date Signed: _____

FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

(1) Instructions. Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete all the statements and certifications listed following herein:

[Table No. 1]

"X" = Item Included	Tab No.	Submittal Item (one original signature copy of each document)
	1	Form of Proposal
	2	Form HUD-5369, 5370-C and other required forms
	3	Profile of Firm Form
	4	Proposed Services
	5	Managerial Capacity/Financial Viability/Staffing Plan
	6	Client Information
	7	Section 3 Plan
	8	Other Information

(2) Debarred Statement. Has this firm, or any principal(s) thereto, ever been debarred from providing any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama?

Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(3) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency?

Signature

Date

Printed Name

Company

MONTGOMERY HOUSING AUTHORITY, AL

FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(4) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(5) Non-Collusive Affidavit. The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposed price, or that of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

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

Signature

Date

Printed Name

Company

MONTGOMERY HOUSING AUTHORITY, AL

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Certification of Payments
to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title	
Signature		Date (mm/dd/yyyy)

Certification for
a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

- I certify that the above named Applicant will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.
- 2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)
- Check here ☐ if there are workplaces on file that are not identified on the attached sheets.
- I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)
- | | | |
|-----------------------------|-------|------|
| Name of Authorized Official | Title | |
| Signature | | Date |
| X | | |
- form HUD-50070 (3/98)

ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner**US Department of Agriculture**
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. Expected % Ownership in Project	10. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

Previous Participation Certification

OMB Approval No. 2502-0118

(Exp. 02/29/2016)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experienced."**

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended. ☐ B. Name match in system	☐ C. Disclosure or Certification problem ☐ D. Other (attach memorandum)
Staff	Processing and Control		
Supervisor	Director of Housing/Director, Multifamily Division	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is **full** disclosure.

Exemptions i The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be

Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).

- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or

the State or local housing finance agency project or contract number. Include **all** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have.

Block 10: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form

should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony

convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour 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 agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

PROFILE OF FIRM



**525 South Lawrence Street
Montgomery, Alabama 36104**

(This Form must be fully completed and placed in the submittal.)

PRIME _____ **SUB-CONTRACTOR** _____

(Proposer must also identify his sub-contractors (if any) by providing Profile of Firm form for each)

(1) Name of

Vendor: _____

(2) Address, City, State, Zip: _____

(3) Telephone: _____ Fax: _____

Email: _____

(4) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this vendor and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian American (Male) _____ %	☐ Public-Held Corporation _____ %	☐ Government Agency _____ %	☐ Non-Profit Organization _____ %
--	--	--	--

Resident – (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

☐ Resident- Owned _____ %	☐ African American _____ %	☐ Native American _____ %	☐ Hispanic American _____ %	☐ Asian/Pacific American _____ %	☐ Asian/Indian American _____ %
--	---	--	--	---	--

☐ Woman-Owned (MBE) _____ %	☐ Woman-Owned (Caucasian) _____ %	☐ Disabled Veteran _____ %	☐ Other (Specify) _____ %
--	--	---	--

WMBE Certification Number: _____

Certified by: _____

(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(5) Federal Tax ID No. _____

DUNS No. _____

(6) Business License No. _____ State _____

(7) General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(8) Worker's Compensation Insurance Carrier: _____

MONTGOMERY HOUSING AUTHORITY, ALABAMA

PROFILE OF FIRM

Policy No. _____ Expiration Date _____

- (9) Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

- (10) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? ☐ Yes ☐ No

If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.

- (11) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of MHA? ☐ Yes ☐ No

If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.

- (12) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or 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 proposal or bid price of affiant or of any other proposer or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.

- (13) **Verification Statement:** The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if MHA discovers that any information entered herein if false, that shall entitle MHA to not consider nor make or to cancel any award with the undersigned party.

- (14) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

Signature

Date

Printed Name

Title

NON-COLLUSIVE AFFIDAVIT
(Prime Bidder/Respondent)

State of _____

County of _____

_____, Being first duly sworn, deposes and says that he/she is _____, (a partner or officer of the firm of, etc.) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said respondent/bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent/bidder or person, to put in a sham bid/cost or to refrain from bidding or submitting cost proposal, and has not in any manner, directly or indirectly, sought by agreement to collusion, or communication or conference, with any person, to fix the bid/cost price of affiant or of any other respondent/bidder, or to fix overhead, profit or cost element of said bid/cost price, or of that of any other respondent/bidder, or to secure any advantage against the City of Montgomery Housing Authority of any person interested in the proposed contract:

And that all statements in said proposal or bid are true.

(Respondent/Bidder, if the
respondent/bidder is an individual;
Partner, if the respondent/bidder is a
partnership; Officer, if the
respondent/bidder is a corporation)

Subscribed and sworn to before me this

_____ Day of _____, 20_____

My commission expires _____, 20_____

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



SECTION 3 PLAN

[Revised to comply with HUD's Code of Federal Regulations (CFR) Title 24, Part 75]

(Adopted by Board Resolution No. 6642 on April 26, 2022)

1. Overview of Section 3 Requirements

A. WHAT IS SECTION 3?

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.

B. PURPOSE OF THIS DOCUMENT

This plan outlines how the Housing Authority of the City of Montgomery, Alabama and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements. MHA 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.

MHA 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.

This plan shall be construed consistently with the requirements set forth in 24 CFR Part 75 and with the requirements set forth in HUD's Procurement Rules and Regulations and with the requirements of any applicable Alabama State bid laws. In the event that this Policy is deemed to conflict with any of the foregoing sources of legal authority, any such conflicting legal authority shall be deemed to supersede this policy and shall be deemed to be controlling. Likewise, to the extent that 24 CFR Part 75 is amended or interpreted by HUD, the requirements of any such amendment or interpretation shall be deemed to be included herein.

C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3. Additionally, Professional service jobs are defined in 24 CFR 75.5 as “non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.” These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers because it is very difficult for grantees and contractors to recruit and hire eligible persons for these roles due to the higher wages/salaries earned for these types of jobs. See, HUD Notice: CPD-21-09.

2. Section 3 Coordinator

MHA’s Section 3 Coordinator shall serve as the central point of contact for Section 3 compliance for MHA and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to MHA’s Section 3 Coordinator with questions regarding Section 3 compliance.

3. Employment, Training, and Contracting Goals

A. SAFE HARBOR COMPLIANCE

MHA and its contractors and subcontractors 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 below. After completion of the project, on the Section 3 Cumulative Report, in the Appendices hereto, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must report on the qualitative nature of their Section 3 compliance activities and provide documentation of same. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.

- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns (note that such should not be used as a means to avoid any applicable federal or state procurement requirements).
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

B. SAFE HARBOR BENCHMARKS

MHA 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 - for public housing financial assistance or 24 CFR Part 75.19 - for housing and community development financial assistance. The safe harbor benchmark goals are as follows:

(for public housing financial assistance)

- 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 24 CFR Part 75.11.

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

(for housing and community development financial assistance)

- 1) 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;

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 on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

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

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, MHA will review and update the Section 3 Plan annually, 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 were not feasible. All contractors submitting bids or proposals to the MHA 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

EMPLOYMENT AND TRAINING

Under the MHA's 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:

(for public housing financial assistance)

- 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 the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in YouthBuild programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(for housing and community development financial assistance)

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

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 MHA'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:

(for public housing financial assistance)

- 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) YouthBuild 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.

(for housing and community development financial assistance)

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (where feasible):
 - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b) YouthBuild programs.

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.

4. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from MHA or its contractors/subcontractors for training, employment, or contracting opportunities generated by public housing financial assistance or housing and community development financial assistance. 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 MHA may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. 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, MHA will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate that it meets 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 YouthBuild participant.

The Section 3 Certification Form included in the Appendix can be used to document the status of a Section 3 worker. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

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

(for public housing financial assistance)

- 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.

(for housing and community development assistance)

- 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) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
- b) A YouthBuild participant.

The Targeted Section 3 Certification Form included in the Appendix can be used to document the status of a Targeted Section 3 worker. The status of a Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Targeted Section 3 worker. Targeted Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING

In cases where Section 3 covered projects include multiple sources of funds, including public housing financial assistance and housing and community development assistance, MHA must follow the definition of Targeted Section 3 worker and priorities as outlined in subpart B of Part 75. For housing and community development financial assistance, MHA may follow either subpart B or subpart C of Part 75.

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, MHA will follow subpart C of Part 75. Refer to chart in [Appendix B](#).

B. SECTION 3 BUSINESS CONCERN CERTIFICATION

The MHA, should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements may 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 MHA, 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.

Businesses that consider themselves as a Section 3 Business Concern can self-certify by visiting the HUD Section 3 Business Registry Website: <http://www.hud.gov/Sec3Biz>. MHA can accept the completed self-certification form as long as MHA does not have reason to doubt the business' eligibility. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of a contract or any applicable procurement requirements.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the MHA previously approved the business concern to be Section 3 certified, then the same certification can be submitted along with a bid or proposal, as long as the form is submitted within the prescribed expiration

date. The Section 3 Business Concern Certification Form will expire after 3 months after completion of a contract with MHA. Establishing a 3-month certification of eligibility period allows the MHA the ability to assess contractor performance to ensure the business is striving to meet the required goals.

Qualifying as a Section 3 businesses does not mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price.

PROOF OF QUALIFICATIONS

In accordance with the regulation, residents and business concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or sub-recipient (if requested) verifying that they meet the definitions provided above for Section 3 worker, Targeted Section 3 worker, and Section 3 Business.

In addition to the above certifications, MHA can use its discretion for determining the type of verification that is required by prospective Section 3 workers, Targeted Section 3 workers, and business concerns. Some examples include proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract.

5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, MHA will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures
- 2) Require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting
- 3) Require contractor to sign the Section 3 Plan at pre-construction conference
- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. 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.
- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- 6) Maintain a local Section 3 worker/Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/>

- 8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
- 9) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3businessregistry>
- 10) Leverage MHA 's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
- 11) 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.

6. Section 3 Outreach

A. OUTREACH EFFORTS FOR EMPLOYMENT AND TRAINING

In order to educate and inform workers and contractors, MHA's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers
- 3) Conduct an annual training for Section 3 workers and Section 3 businesses

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher";
- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in MHA's Section 3 database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
- 4) Establishing a current list of Section 3 eligible applicants
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
 - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
 - b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices

- c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

B. OUTREACH EFFORTS FOR CONTRACTING

When applicable contracting opportunities arise, MHA will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
- 2) Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Coordinating with business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
- 7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the MHA as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

7. Section 3 Contracting Policy and Procedure

MHA shall incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the MHA be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form set forth in the Appendices hereto.

BID OR PROPOSAL EVALUATION

Contractors who fail to address Section 3 requirements, when applicable, in Bid or Proposal Evaluations will be deemed nonresponsive as set forth herein. This means that in the proposal or bid documents submitted to MHA, when applicable, the Contractor's Section 3 Clause Compliance Commitment and Section 3 Participation Election Form must be completed including applicable attachments and supporting documentation.

After written notice from MHA specifying any defects in the Section 3 information, contractors will be given

no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in MHA declaring the bidder or respondent as non-responsive.

8. Section 3 Provisions/Contract Language

MHA will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. MHA 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. On a periodic basis the Section 3 Coordinator will audit MHA contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

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 public housing financial assistance) or 24 CFR Part 75.19 (for housing and community development financial assistance).

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

9. Reporting and Compliance Requirements

MHA is required to keep records and documentation certifying compliance with Section 3 benchmarks, and with Prioritization of Efforts.

COMPLIANCE REPORTING

MHA must report annually to HUD in a manner consistent with reporting requirements for the applicable HUD program. MHA will be considered to be in compliance with Section 3 Safe Harbor 1) by certifying compliance with Prioritization of Efforts in §75.9, and 2) by meeting the established Benchmark Goals for Section 3 and Target Section 3 workers.

If reporting indicates that MHA has not met the Section 3 Benchmarks, then MHA must report in a method on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Please note that it is important to document efforts made to comply with Section 3. Files should illustrate attempts to meet Section 3 benchmarks. The mere existence of a Section 3 Action Plan is not sufficient. Affirmative attempts to reach Section 3 goals must be made.

CONTRACTOR COMPLIANCE

Contractors will be required to comply with the Prioritization of Efforts for each contract.

Priority I. Employment and Training Compliance: Contractors will be considered to be in compliance by meeting the 25% and 5% Benchmark Goals for each project, or by providing proof of efforts to provide employment or training opportunities to Section 3 and Targeted Section 3 workers.

Priority II. Contracting Compliance: Contractors will be considered to be in compliance by providing documentation of contracting with Certified Section 3 Business Concerns.

As part of each bid or proposal submitted, the contractor must document their workforce byposition. Such information will be verified at the commencement of the contract.

Contractors will be required to complete the Targeted/ Section 3 Worker Tracking Form (See Appendix) on a monthly basis to clearly identify the Section 3 hires. The contractor must comply with the Section 3 requirements throughout the life of the contract. MHA will periodically audit this information at its discretion. Failure to comply with the monthly documentation may result in the termination of the contract at MHA's discretion.

Contractors employing Targeted Section 3 Workers, Section 3 Workers, and Section 3 BusinessConcerns must obtain and provide documentation to demonstrate such for meeting Section 3 goals.

REPORTING ON PROJECTS WITH MULTIPLE FUNDING SOURCES

1) For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, MHA shall report on the project as a whole and will identify the multiple associated recipients.

2) For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the MHA will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold. Refer to chart in [Appendix B](#).

10. Internal Section 3 Complaint Procedure

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

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed in a timely manner after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. MHA will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) The MHA will provide written documentation detailing the findings of the investigation. The MHA will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available in a timely manner after receipt of the complaint. If complainants wish to have their concerns considered outside of the MHA a complaint may be filed with:

The HUD program office 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/>.

11. Appendices

APPENDIX A: DEFINITIONS

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in 24 CFR Part 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 Coordinator is person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.

Section 3 project means a project defined in 24 CFR Part 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

APPENDIX B: MULTIPLE FUNDING SOURCES - CHART

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
Public Housing and Housing and Community Development	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	None *Any amount of PH assistance triggers Section 3	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75 Both - Must report on project as a whole and identify the multiple associated recipients
Multiple Sources of Housing and Community Development <i>(single or multiple recipients)</i>	Must follow subpart C of Part 75	Exceeds \$200,000 for Section 3 projects *LHCHHP exceeds \$100,000	Must follow subpart C of Part 75	Must follow subpart C of Part 75 Must report on project as a whole and identify the multiple associated recipients Must report to the applicable HUD program office, as prescribed by HUD

APPENDIX C: FORMS

- 1) Targeted Section 3 Worker Certification
- 2) Section 3 Worker Certification
- 3) Targeted/ Section 3 Worker Tracking Form
- 4) Section 3 Permanent Workforce Form
- 5) Section 3 Business Concern Self-Certification: <http://www.hud.gov/Sec3Biz>
- 6) Section 3 Bid or Proposal Compliance Forms
 - a. Section 3 Clause Compliance Commitment
 - b. Section 3 Participation Election Form
- 7) Cumulative Report

Montgomery Housing Authority Section 3

Targeted Section 3 Worker Certification Form

A Targeted Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Targeted Section 3 Worker, as defined in Section 24 CFR 75.

Print Name

Please check at least one option:

_____ I am employed by a Section 3 business concern.

OR within the past 5 years:

_____ I am a public housing resident or HCV Section 8 Resident of MHA.

_____ I am a resident of other housing assisted by MHA or in MHA's management portfolio.

_____ I am a YouthBuild participant.

The status of a Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Targeted Section 3 worker. Targeted Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Montgomery Housing Authority Section 3

Section 3 Worker Certification Form

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CFR 75.

Print Name

Please check at least one option:

_____ My annual income for the previous year or projected current year is below the HUD Low Income Individual Median Income (80%). I have attached a copy of the HUD income limits obtained from <https://www.huduser.gov/portal/datasets/il.html> for the year in which I comply.

_____ I am employed by a Section 3 business concern.

_____ I am a YouthBuild participant.

The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Montgomery Housing Authority Section 3 Policy

TARGETED SECTION 3, SECTION 3 AND NON-SECTION 3 WORKER TRACKING FORM

*This form must be submitted monthly

For Month Ending: _____

Name of Employee/Worker Job Title INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SSN)	Non Section 3 Worker Yes or No	Targeted Section 3 Workers Yes or No	Section 3 Workers Yes or No	Total Labor Hours Worked

Montgomery Housing Authority Section 3

SECTION 3 PERMANENT WORKFORCE FORM

This form is used to determine the Section 3 Workers already employed by the contractor.
This form may be compared to Davis -Bacon Payrolls for cross referencing purposes.

Project Name: _____ Name of Contractor: _____

Address: _____ Date: _____

Employee Name	Job Title	Certified Section 3 Worker		Monthly Salary	Salary Below 80% of Median Income	
		YES	NO		YES	NO

I certify the above employees are permanent employees of _____. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to MHA for the above referenced project for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

Print Name

Signature

Date

Montgomery Housing Authority Section 3

SECTION 3 CLAUSE COMPLIANCE COMMITMENT

All Section 3 covered contracts shall include the following cause (referred to as the Section 3 Clause, 24 CFR § 75.38):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. 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.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Acknowledged:

For: _____
Company Name

By: _____

Date: _____

Montgomery Housing Authority Section 3

SECTION 3 PARTICIPATION ELECTION FORM

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as in the *Federal Register* at 85 FR 61524 (codified at 24 CFR Part 75), is to 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 toward low and very low-income persons, and to businesses that provide economic opportunities to low and very low-income persons. MHA's Section 3 Policy, which is consistent with the federal Section 3 requirements, has procedures to assist grant recipients, contractors and subcontractors in understanding and complying with Section 3 requirements. Undersigned certifies that he/she has received a copy of such policy, reviewed such policy, and is familiar with the requirements set forth therein.

How will your company fulfill its Section 3 Requirement?

_____ Certified Section 3 Business (Include Certification)

_____ Priority I – Employment/Training of Section 3 Workers in the priority set forth in MHA's Section 3 Policy, Section 3C

_____ Priority II – Contracting with Section 3 Businesses in the priority set forth in MHA's Section 3 Policy, Section 3C

By signing below, the contractor hereby agrees to comply with the selected Section 3 requirements indicated above.

Name: _____

Company: _____

Address: _____

Phone No: _____

Email Address: _____

Authorized By: _____

SECTION 3

CUMULATIVE REPORT

Upon final completion of a project, contractors and subcontractors shall provide the following certifications to MHA:

On behalf of the contractor or subcontractor identified below, undersigned represents, warrants, and certifies that such contractor or subcontractor has followed the prioritization of effort requirements as set forth in the attached Section 3 Clause Compliance Commitment (attach hereto executed Section 3 Clause Compliance Commitment).

By signing the below acknowledgement, Contractor or Subcontractor hereby represents, warrants, and certifies that it has met the safe harbor requirements set forth in Section 3B of MHA's Section 3 Plan. Otherwise, if the contractor and subcontractor has not met the safe harbor requirements set forth in Section 3B of MHA's Section 3 Plan, the contractor or subcontractor must explain below why meeting the benchmarks were not feasible. Any such contractor or subcontractor must also describe below on the qualitative nature of its Section 3 compliance activities (see Section 3A of MHA's Section 3 Plan for examples) and provide documentation of same:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Acknowledged:

For: _____
Contractor or Subcontractor Name

By: _____

Montgomery Housing Authority Section 3

Date: _____

Section 3 Business Concern Certification Form

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	☐
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	☐
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	☐

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Exhibit A-Links for MHA Section 3 forms

See links below for each form. You will also find guidance on when each form should be submitted.

1) Targeted Section 3 Worker Certification

https://docs.google.com/forms/d/e/1FAIpQLSdG26pigB1sxRI_36pGnhG9CbtVNjWUnbiXA2CEAl_HoH5D5A/viewform?usp=sf_link

- *Targeted Section 3 Worker Certification Form (to be completed at the start of the contract for all workers identified as targeted Section 3 worker, per HUD guidelines. This form should also be completed by any new targeted Section 3 workers hired after the contract start date.)*

2) Section 3 Worker Certification

https://docs.google.com/forms/d/e/1FAIpQLSdCIDAbBgSDJS0G4vAzDf6tfh9_IpizTXPTeT3iOd5Fq8UvAg/viewform?usp=sf_link

- *Regular Section 3 Worker Certification Form (to be completed at the start of the contract for all workers identified as regular Section 3 worker, per HUD guidelines. This form should also be completed by any new regular Section 3 workers hired after the contract start date. Form must only be completed once per contract term or if the worker's status changes.)*

3) Section 3 Worker Tracking Form

https://docs.google.com/forms/d/e/1FAIpQLSfp05sNh2jv-QTgTsyqEkgROcYP41sTIGu6q9v0tGuiClGPg/viewform?usp=sf_link

- *Targeted Section 3/Section 3/Non-Section 3 Worker Tracking Form (to be completed monthly by contractor and/or vendor and must include all employees working on the MHA contract or services))*

4) Section 3 Permanent Workforce Form

https://docs.google.com/forms/d/e/1FAIpQLSd9btz5CVCeC9NjIRZGsvSCHbWbw6Ex9zGAtVnG6JmvLdrGig/viewform?usp=sf_link

- *Section 3 Permanent Workforce Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

5) Section 3 Business Concern Certification Form: <http://www.hud.gov/Sec3Biz>

https://docs.google.com/forms/d/e/1FAIpQLSfjoDHfrQy7Y1iIA2z0Rg0VgRnxx6Fj6CHRzMq19bD_Hs1qlHQ/viewform?usp=sf_link

- *Section 3 Business Concern Certification Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

6) Section 3 Bid or Proposal Compliance Forms

a. Section 3 Clause Compliance Commitment

https://docs.google.com/forms/d/e/1FAIpQLSeDLY9a2gakOvclrn1UjsO_e3EOVHblhopjzo5vQchX0N0k8w/viewform?usp=sf_link

- *Section 3 Clause Compliance Commitment Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

b. Section 3 Participation Election Form

https://docs.google.com/forms/d/e/1FAIpQLSfjkyAl7kbBI_YOLNGTcUn7r4DIEztZWJweIE4JDppWzIDkcQ/viewform?usp=sf_link

- *Section 3 Participation Election Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

7) Cumulative Report

https://docs.google.com/forms/d/e/1FAIpQLSdADZ9_CeN5g_Pev2RCpoizq1gQ3fhDhRF7xAMFNXaF6JgArg/viewform?usp=sf_link

- *Section 3 Cumulative Report (to be completed by the contractor or vendors within 15 days of completion of the MHA contract or service provided. This should be included with the final invoice.)*

Exhibit C-Scope of Work

Virtual Private Network (VPN) and Internetworking Management Services (INMS)

1. General Requirements

The Respondent shall perform all services as required by the Montgomery Housing Authority (MHA) to complete the work described herein. The Respondent shall furnish all labor, supervision, materials, equipment, software, tools, transportation, and services necessary to perform the work in a professional, timely, and acceptable manner. All work shall comply with applicable industry standards, manufacturer recommendations, and applicable federal, state, and local regulations.

2. Scope of Services

The Respondent shall provide comprehensive Virtual Private Network (VPN) and Internetworking Management Services (INMS) for the Montgomery Housing Authority's enterprise network infrastructure.

Services shall include, but are not limited to, the following:

A. Installation and Configuration

- Install, configure, and maintain Internetworking Management Services (INMS) for the MHA Central Office.
- Design, engineer, implement, and document the MHA Wide Area Network (WAN) and Local Area Network (LAN) architecture to support secure communications across all designated MHA locations.
- Install, configure, and manage secure VPN connectivity for authorized remote users and designated MHA personnel.
- Configure and maintain network routing, switching, firewall policies, VPN tunnels, DHCP, NAT, and related network services.

B. Network Management and Monitoring

The Respondent shall:

- Monitor the MHA network infrastructure on a continuous basis.
- Manage all network traffic associated with the MHA enterprise network.
- Monitor system availability, network performance, bandwidth utilization, and security events.
- Manage all installed Internetworking Management Services equipment and software.

- Coordinate with MHA Information Technology staff regarding network changes, upgrades, maintenance activities, and operational issues.

C. VPN and Security Services

The Respondent shall provide ongoing administration and management of:

- Virtual Private Network (VPN) Gateway
- Network Firewall
- DHCP Server
- Network Address Translation (NAT) Services
- Network Traffic Monitoring and Management Systems
- Secure remote connectivity services

The Respondent shall coordinate with MHA technology staff to enable authorized management personnel to securely access on-site equipment through encrypted Internet VPN connections.

D. Technical Support

Provide twenty-four (24) hours per day, seven (7) days per week technical support for all installed network infrastructure, including hardware and software components. Support shall include:

- Remote diagnostics and troubleshooting
- Incident response
- Service restoration
- Technical assistance
- Configuration support
- Coordination with Internet Service Providers (ISP), equipment manufacturers, and third-party vendors when necessary

E. Maintenance Services

The Respondent shall provide all routine and preventative maintenance necessary to ensure reliable network operations, including:

- Software updates
- Firmware upgrades
- Security patches
- Equipment configuration updates
- System optimization
- Preventative maintenance inspections

The Respondent shall provide repairs and replacement of Awardee-provided INMS equipment at no additional cost to MHA during the term of the agreement, except where damage results from misuse, abuse, acts of nature, or circumstances beyond the Respondent's control.

F. Remote Network Assistance

Provide remote technical support to resolve issues affecting the internetwork activities of the MHA Central Office and all designated properties.

Support shall include diagnosis and resolution of issues involving:

- VPN connectivity
- Firewall services
- Routing
- Switching
- Internet connectivity
- Network performance
- Security incidents
- Authentication and remote access

G. Wide Area Network Management

Install, configure, maintain, and manage the Wide Area Network connecting all MHA office and housing locations.

The Contractor shall monitor and manage the network infrastructure on a monthly basis and provide proactive maintenance designed to minimize service interruptions.

3. Service Locations

The Respondent shall provide services for the following Montgomery Housing Authority locations:

1. **MHA Central Office**
525 South Lawrence Street
Montgomery, AL 36104
2. **Gibbs Village West**
2025 Terminal Road
Montgomery, AL 36108
3. **Victor Tulane Gardens**
1101 Victor Tulane Circle
Montgomery, AL 36104

4. **The Terrace**
1301 Adams Avenue
Montgomery, AL 36104
5. **Parks Place**
660 Cleveland Court
Montgomery, AL 36108
6. **Paterson Court**
609 Winnie Street
Montgomery, AL 36104
7. **Gibbs Village East**
1701 Terminal Road
Montgomery, AL 36108

4. Monthly Managed Services

The Respondent shall provide ongoing monthly management and monitoring services for all network devices, systems, and communications infrastructure supporting the locations identified above.

Monthly services shall include:

- Network performance monitoring
- VPN management
- Firewall management
- Device health monitoring
- Network traffic analysis
- Configuration management
- Security monitoring
- Preventative maintenance
- Incident response
- Remote troubleshooting
- System reporting
- Coordination with MHA IT personnel

5. Service Levels

The Respondent shall:

- Provide 24 hours per day, 7 days per week support coverage.
- Respond to critical service interruptions in accordance with mutually agreed Service Level Agreements (SLAs).

- Maintain secure remote access capabilities for authorized MHA personnel.
- Notify MHA of significant outages, security incidents, and planned maintenance activities.

6. Equipment Ownership and Removal

Unless otherwise specified by contract, all Respondent-owned Internetworking Management Services (INMS) equipment installed under this agreement shall remain the property of the Respondent.

Upon expiration or termination of the agreement, the Respondent shall coordinate with MHA to:

- Remove Respondent-owned INMS devices and equipment.
- Ensure removal activities do not adversely affect MHA-owned network infrastructure.
- Provide reasonable transition assistance to facilitate continuity of operations.
- Return the network environment to an agreed-upon operational state following equipment removal.

7. Deliverables

The Respondent shall provide:

- Fully operational VPN services
- WAN/LAN engineering and implementation
- Ongoing network management services
- Monthly monitoring and maintenance
- Security management services
- Incident response and technical support
- Equipment maintenance and replacement
- Network documentation updates as required
- Service reports upon request or as specified by contract

8. Performance Standards

All services shall be performed by qualified personnel using generally accepted industry best practices. The Respondent shall maintain sufficient staffing, tools, equipment, and technical resources necessary to provide uninterrupted support throughout the term of the agreement.


RFP 2026-03 Virtual Private Network and Internetworking Management Services-Proposed Fees Form

The Proposed Fees shall be submitted on this form, **only if submitting a hard copy mailed proposal**. Unless otherwise stated herein, the proposed fees are all inclusive of all related costs that the successful proposer will incur to provide the noted services.

For the purposes of evaluation and subsequent negotiations, if required, the fee for each category shall include a description. Proposer shall also complete, sign, date and return this form under **Tab 4** of proposal submittal. **Proposer may include other services/pricing as a separate attachment.**

Item	Location	VPN Device Charge per month	VPN Service Charge per month	Firewall Device Charge per month	Firewall Service Charge per month
1	Central Office 525 S. Lawrence St. Montgomery, AL 36104	\$ _____	\$ _____	n/a	n/a
2	Gibbs Village East 1701 Terminal Rd Montgomery, AL 36108	n/a	n/a	\$ _____	\$ _____
3	Gibbs Village West 2025 Terminal Rd Montgomery, AL 36108	n/a	n/a	\$ _____	\$ _____
4	Parks Place 660 Cleveland Ct Montgomery, AL 36108	n/a	n/a	\$ _____	\$ _____
5	Paterson Ct 609 Winnie Street Montgomery, AL 36104	n/a	n/a	\$ _____	\$ _____
6	The Terrace 1301 Adams Ave. Montgomery, AL 36104	n/a	n/a	\$ _____	\$ _____
7	Victor Tulane Gardens 1101 Victor Tulane Circle Montgomery, AL 36104	n/a	n/a	\$ _____	\$ _____

Additional Information pertaining to the preceding listed Pricing Items.

- MHA **does not** guarantee any minimum or maximum amount of work as a result of any award ensuring from this RFP.
- The successful proposer **shall not** conduct any additional work without prior written authorization from the MHA representative. Failure to abide by this directive **shall release** MHA of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.
- MHA **will not** pay any retainer fee as a result of the ensuring contract. MHA will only pay the successful proposer for actual work performed, pertaining to the fixed fee pricing items on the aforementioned table.

FILL IN BELOW AND SIGN. PRICES ARE GUARANTEED FOR A MINIMUM OF 180 DAYS FROM PROPOSAL DEADLINE DATE.

COMPANY NAME: _____

CONTACT: _____
 Signature Printed Name Title

ADDRESS: _____
 Street / POB City State ZIP

PHONE: _____ EMAIL: _____ DATE SIGNED: _____