



REQUEST FOR PROPOSAL

2024-100-005

FOR

MULTIFUNCTIONAL PRINTER/COPIER EQUIPMENT LEASING WITH SUPPORT AND MAINTENANCE AGREEMENT

Issue Date: February 12, 2024

Proposals are due on March 15, 2024 by 2:00 PM Central Standard Time.

Delivered to:
The Housing Authority of Cook County
10 S LaSalle St Suite 2200
Chicago IL 60603
Attn: Deborah O'Donnell

Danita W. Childers
Executive Director
Housing Authority of Cook County

Housing Authority of Cook County (HACC)
Chicago IL 60603

REQUEST FOR PROPOSALS

The Housing Authority of Cook County (HACC) is soliciting Proposals with a qualified company to provide copier services to our agency.

Proposal package will be available on our website beginning February 12, 2024. Website address is www.thehacc.org.

The Procurement department the HACC must receive all proposals no later than 2:00 p.m. on March 15, 2024. Please mark the outside of your envelopes as follows: "COPIER SERVICES".

The criteria for evaluating these Proposals will be based on the items set forth in the Request for Proposals. Contract award will be to the responsive and responsible firm, which best meets the needs and long-term goals of the HACC. The agency reserves the right to reject any Proposals and/or waive any informality in the solicitation process.

REQUEST FOR PROPOSAL (RFP)
2024-100-005
COPIER & PRINTER SERVICES
AUTHORITY-WIDE

Proposals will be accepted at the Housing Authority of Cook County (HACC), until date and time noted below. Proposals will not be opened publicly.

- Proposal Deadline: March 15, 2024 at 2:00 pm. Central Standard Time.
- Download packets: www.thehacc.org beginning February 12, 2024.
- Questions: E-mail to Deborah O'Donnell, do'donnell@thehacc.org no later than 12:00 pm. February 26, 2024.

The HACC does not discriminate based on race, sex, age, color, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

HACC reserves the right to reject any or all bids.

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ATTACHMENTS

ATTACHMENT A: Company Information

ATTACHMENT B: Client References

Form HUD-5369-b Instructions to Offerors, Non-Construction

Form HUD-5369-c Certifications and Representations of Offerors (signature required)

Form HUD-2992 Certification Regarding Debarment and Suspension (signature required)

Form HUD-92010 Equal Employment Opportunity Certification (signature required)

Form HUD-5370c General Contract Conditions Non-Construction

SECTION 3 Policy

SECTION 3 Forms

MBE/WBE Forms

SCOPE OF WORK

This scope of work is to provide guidance to a contractor who is interested in providing Copier Leasing Services and maintenance services to all new and existing copiers within the Housing Authority (HACC). The term of contract is to be determined.

The Contractor shall provide a price quote for the leasing of not less than 30 new copiers and to include maintenance service on 5 existing copiers currently in operation at HACC.

Copiers are to include option to login via Pin, Kastle cards and Geovision Geofinger Keyfobs.

Contractor shall supply all parts, labor, service, supplies (ink, staples, etc.), and preventative maintenance needed on any copier. **HACC will supply copy paper.**

Contractor to resell Papercut license and support Follow-me printing and archiving at Chicago and Chicago Heights locations.

The contractor shall ensure that the HACC maintains in inventory at least one additional ink cartridge for every copier at any given time.

Contractor shall respond to service calls from HACC within a 4-hour notification of required services provided that the notification allows work time within established office hours.

Contractor shall sign in with the Manager, Assistant Manager, or Administrative Assistant at whatever site they may be called to, to perform service. All work shall be done during HACC working hours of 8:30 AM - 4:30 PM. When work has been completed, an invoice will be provided, detailing the work performed, the contract number, and the charge.

In the event a HACC copier cannot be repaired in a reasonable period of time, a "loaner" will be made available.

All work will be completed in a professional manner and warranted.

Contractor shall provide proof of dealer documentation including certification of training from manufacturers.

The following is a listing of the locations of current copiers that will be replaced within HACC; however, all HACC copiers, including desktop printers, will be covered under this contract as is follows.

ADDRESS	MODEL
10 S LASALLE ST CHICAGO	Brother HL-3140CW
10 S LASALLE ST CHICAGO	Xerox Phaser 3330
10 S LASALLE ST CHICAGO	HP LaserJet P1102w
10 S LASALLE ST CHICAGO	HP LaserJet M180nw
10 S LASALLE ST CHICAGO	Xerox Workcentre 3215
10 S LASALLE ST CHICAGO	HP LaserJet Enterprise M506
1710 EAST END AVE CHICAGO HEIGHTS	Xerox B80145
1710 EAST END AVE CHICAGO HEIGHTS	Xerox C9065
10 S LASALLE ST CHICAGO	Xerox C9065
10 S LASALLE ST CHICAGO	Xerox C9065
10 S LASALLE ST CHICAGO	Xerox C9065
10 S LASALLE ST CHICAGO	Xerox C9065
1710 EAST END AVE CHICAGO HEIGHTS	Xerox B9125
1710 EAST END AVE CHICAGO HEIGHTS	Xerox B9100
10 S LASALLE ST CHICAGO	Xerox B9100
215 W MINER ST ARLINGTON HEIGHTS	Xerox C7025
10 S LASALLE ST CHICAGO	Xerox C7025
1704 E END AVE CHICAGO HEIGHTS	Xerox C7025
1314 WENTWORTH AVE CHICAGO HEIGHTS	Xerox C7025
1301 ASHLAND AVE DES PLAINES	Xerox C7025
1900 SHERMAN AVE EVANSTON	Xerox C7025
2300 NOYES CT EVANSTON	Xerox C7025
1055 BERKELEY AVE FORD HEIGHTS	Xerox C7025
9535 FRANKLIN AVE FRANKLIN PARK	Xerox C7025
15306 ROBEEY AVE HARVEY	Xerox C7025
15306 ROBEEY AVE HARVEY	Xerox C7025
9201 N MARYLAND ST NILES	Xerox C7025
350 JUNIPER ST PARK FOREST	Xerox C7025
3210 W 139TH ST ROBBINS	Xerox C7025
13904 S GRACE AVE ROBBINS	Xerox C7025
9238 GROSS POINT RD SKOKIE	Xerox C7025
7455 W 63RD PL SUMMIT	Xerox C7025
200 N MILWAUKEE AVE WHEELING	Xerox C7025

**** At any given time, copier location might change.**

Proposal Format

The submittal shall be arranged in the following format and sequence:

Submission Requirements:

Submit one unbounded original, three (3) copies, and one electronic copy on an USB of your proposal in a sealed envelope clearly marked:

“RFP 2024-100-005 – COPIER SERVICES”

Deborah O'Donnell
Director of Procurement
Housing Authority of Cook County
10 S. LaSalle St Suite 2200
Chicago, IL 60603
dodonnell@thehacc.org

BUSINESS ORGANIZATION:

The complete company name, address, contact person, and telephone number should be provided. Company background information. (Attachment A)

CLIENT REFERENCES

Contact name, address and value of project completed (Attachment B)

AUTHORIZED NEGOTIATOR

The complete name, title and telephone number of the person authorized to negotiate and bind the company contractually should be provided.

HACC RESERVES THE RIGHT

- A. To waive informalities required herein;
- B. To request additional information;
- C. To supplement, amend or otherwise modify the terms or schedules set forth herein;
- D. To conduct all investigations and background checks necessary for adequate evaluation;

PROPOSAL EVALUATION FACTORS

Evaluation will be based on written proposals submitted in response to this RFP. The Agency may choose to conduct interviews before choosing a company with which to contract for copier services, but it retains the right to select solely based on the written proposals. Consequently, responses are encouraged to be as comprehensive as possible. Some or All respondents may be invited in for interviews to present their proposals in more detail or answer any questions the evaluation panel may have.

EVALUATION FACTORS

1. Contractor has prior experience in servicing copiers.	10 pts.
2. Contractor shall supply all parts, labor, service, supplies and preventative maintenance needed on any copier. HACC will supply the paper.	15 pts.
3. Contractor shall respond to service calls within a 4-hour period.	15 pts.
4. Contractor shall sign in with HACC Staff personnel at whichever site they may be called to perform service. All work shall be done during HACC working hours of 8:00 a.m. to 4:30 p.m. When work has been completed, a service ticket shall be provided detailing the work performed.	10 pts.
5. In the event a HACC copier cannot be repaired in a reasonable period, (48 hours), a "loaner" will be made available.	20 pts.
6. All work will be completed in a professional manner and warranted.	5 pts.
7. Contractor shall provide proof of dealer documentation including certification of training from manufacturers.	10 pts.
8. Pricing	15 pts.
TOTAL POINTS	100 pts.

Section 3 Self-Certification Form	YES ___ NO ___
Equal Employment Opportunity Certification (92010)	YES ___ NO ___
Certification of Debarment and Suspension (2992)	YES ___ NO ___
Evidence of Certificate of Liability Insurance	YES ___ NO ___
Representations, Certifications and Other Statements (HUD 5369-C)	YES ___ NO ___

HUD SECTION 3 REQUIREMENTS

The proposal shall indicate the Company(s) plan to provide opportunities for employment and training for lower income residents within the project area, and to award subcontracts for work in connection with the project to business concerns which are located, or owned in substantial part, by persons residing in the area of the project, as described in HACC Section 3 Plan.

The PHA and its contractors or subcontractors will make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

- a. To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
 - b. To 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 the assistance;
 - c. To YouthBuild programs; and
 - d. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county) in which the assistance is provided.
2. An executed "Section 3 Program Certification" form must be included with every bid or proposal. Bids or proposal without an executed Section 3 Program Certification form will be considered non-compliant with the Request for Bids or Request for Proposals.

Within 15 calendar days of award of a contract by the PHA, the contractor shall publish a Notice of Commitment" in a paper of daily distribution in the metropolitan or non-metropolitan county where the PHA is located listing potential training, employment, and contracting opportunities for low and very low-income persons. The Notice of Commitment must also be posted on the public bulletin board of the PHA and at each construction job site. All applicants for employment with the PHA must complete an Applicant Certification form.

INQUIRIES

Requests for clarification regarding the RFP should be email to dodonnell@thehacc.org no later than: February 26,2024.

Submission Deadline

The proposal submission deadline is stated on cover page.

REJECTION

HACC reserves the right to reject any and all submittals and/or to waive any informality in the solicitation process or parts thereof and to re-solicit.

HACC does not guarantee that any contract(s) will be awarded as a result of this Request for Proposals.

CONTRACT COMPLIANCE STATEMENT

The Offeror by submitting a proposal shall intend (a) that he/she will comply with all applicable rules and regulations of Federal, State, and Local governing entities and (b) that they are not excluded from Federal procurement programs.

The Offeror must ensure that the proposal meets all applicable rules, regulations, and licensing requirements, whether Local, State or Federal. It is the responsibility of the potential firm or firm(s) to determine the applicability of any rule, regulation, or other requirement.

The following shall be essential Terms and Conditions of a Contract resulting from this solicitation:

TERMINATION

The HACC shall have the right to terminate the Contract at any time with a 30-day written notice.

In the event the company fails to comply with any provision of this Contract, or if the progress or quality of the work is unsatisfactory, the HACC may serve written notice upon the company and if the company fails within a period of ten (10) days thereafter to correct failure, HACC may terminate the Contract upon written notice to the company. Upon such termination, the company shall immediately cease its performance of the Contract and shall deliver to HACC all completed or partially completed work. HACC shall determine and pay to the company the amount due for such satisfactory work.

HACC reserves the right to terminate this Contract for its convenience. Such termination shall be accomplished by written notice delivered to the company. Upon receipt of notice, the company shall immediately cease work and deliver to HACC all completed or partially completed work. Payment to the company shall be made for work performed prior to receipt of the termination notice, together with the company cost for closing down its work, and the company shall have no claim for loss of anticipated profits or any additional compensation.

BREACH OF CONTRACT

If the Company fails to fulfill its obligations under this Contract in a timely and proper manner or if it shall violate any of the terms of this Contract, HACC shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term “breach of contract” specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

Notwithstanding the above, the Company shall not be relieved of liability to HACC for damages sustained by virtue of any breach by the Company.

MODIFICATION OF CONTRACT:

Such Contract may be modified only by written amendment executed by all parties.

GRATUITIES AND KICKBACKS:

GRATUITIES - It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

KICKBACK - It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

INSURANCE

The Firm shall carry Professional Liability Insurance and such other forms of insurance in such coverage amounts as may be appropriate for engagements of this nature and shall provide to HACC certificates of such insurance.

LICENSING AND BUSINESS REQUIREMENTS

The Offeror is responsible to comply with all licensing requirements and associated business regulations whether Local, State, or Federal. It is the responsibility of the potential firm to determine the applicability of any rule, regulation, or other requirement.

END OF RFP

ATTACHMENT A

BUSINESS ORGANIZATION

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

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

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

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

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

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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:]

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Instructions for Certification (A)

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

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term “applicant”.

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

General Conditions for Non-Construction Contracts

Section I – (With or without 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. 11/30/2023)

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 an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person 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 any of the following covered Federal actions: 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.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative 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 135, 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 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

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. 11/30/2023)

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 an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 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

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

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.



**Housing Authority of
COOK COUNTY**

HOUSING AUTHORITY OF COOK COUNTY

175 West Jackson Blvd. Suite 350
Chicago, Illinois

SECTION 3 PLAN

Adopted by PHA Board of Commissioners

Resolution No.: 2021-HACC-006

Date of Adoption: June 17, 2021

Effective Date of Implementation: June 17, 2021

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SECTION 3 PLAN

BACKGROUND

Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low and very low-income persons, particularly those who are recipients of government assistance for housing.

Section 3 recognizes that HUD funds are often one of the largest sources of Federal funds expended in low and very low-income communities and, where such funds are spent on activities such as construction and rehabilitation of housing and other public facilities, the expenditure results in economic opportunities.

By directing HUD-funded economic opportunities to residents and businesses in the community where the funds are expended, the expenditure can have the dual benefit of creating new or rehabilitated housing and other facilities while providing opportunities for employment and training for the residents of these communities.

PHA SECTION 3 PLAN OBJECTIVES

The Housing Authority of Cook County (hereinafter referred to as PHA) has developed a Section 3 Plan (Plan) to identify the goals, objectives, and actions that the PHA will implement to ensure the awarding of contracts to contractors, vendors, and suppliers, create employment and business opportunities for residents of the PHA and other qualified low and very low-income persons residing in within the metropolitan area (or non-metropolitan county) in which the assistance is expended. The PHA's efforts to promote Section 3 objectives will be consistent with existing Federal, state, and local laws and regulations.

The PHA requires all contractors, vendors, and suppliers to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, familial status, marital status, actual or perceived sexual orientation, gender identity, or economic status and to take affirmative action to ensure that both existing employees and applicants are given fair and equal treatment.

The PHA has incorporated Section 3 requirements in its existing Procurement Policy and includes a copy of this Plan in all procurements generated for use with HUD funding. This Plan contains goal requirements for awarding contracts to Section 3 business concerns.

This Plan shall result in a reasonable level of recruitment, employment, and utilization of PHA residents and other eligible persons and business by PHA contractors working on contracts partially or wholly funded by Federal monies. The PHA shall examine and consider a contractor's, vendor's, or supplier's potential for success by providing employment and business opportunities to the PHA's residents prior to acting on any proposed contract award.

All contractors, vendors, suppliers seeking Section 3 preference must, before submitting bids/proposals to the PHA, be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required. Such certifications shall be adequately supported with appropriate documentation as referenced in this Plan.

APPLICABILITY

Section 3 requirements apply to the public housing financial assistance and Section 3 projects as follows:

- Public Housing Financial Assistance:
 - Development assistance provided pursuant to Section 5 of the U.S. Housing Act of 1937;
 - Operations and management assistance provided pursuant Section 9(e) of the U.S. Housing Act of 1937 (Operating Fund);
 - Development, modernization, and management assistance provided pursuant Section 9(d) of the U.S. Housing Act of 1937 (Capital Fund); and
 - The entirety of mixed-finance development project regardless of whether the project is fully or partially assisted with public housing financial assistance.
- Housing and Community Development Section 3 Projects:
 - Housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.
 - The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
 - The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
 - The requirements apply to an entire Section 3 project regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.
- Other HUD Assistance and Other Federal Assistance
Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

NOTICE OF FUNDING AVAILABILITY (NOFA)

All NOFAs issued by HUD that announce the availability of funding that covers public housing financial assistance and Section 3 projects will include notice that Section 3 is applicable to funding and may include as appropriate for specific NOFAs points or bonus points for Section 3 Plans.

- Where Section 3 is applicable, the inclusion of specific requirements in the regulation regarding the NOFA does not change the PHA's obligation to have a compliant Section 3 implementation strategy.
- Similarly, where Section 3 is not applicable, the regulatory language would not apply.

CHANGES IN LAWS AND REGULATIONS

All issues not addressed in this Section 3 Plan related to the Section 3 program are governed by the Code of Federal Regulations, HUD handbooks and guidebooks, Federal Registers, memos, notices, guidelines, and other applicable law.

In the event an applicable HUD law or regulation is modified or eliminated, the revised law or regulation shall, to the extent inconsistent with this Section 3 Plan, automatically supersede this Section 3 Plan.

REQUIREMENTS

The PHA has established employment, training, and contracting requirements consistent with existing Federal, state, and local laws and regulations to meet and comply with Section 3 requirements.

A. Employment and Training

The PHA and its contractors or subcontractors will make their best efforts to provide employment and training opportunities to Section 3 workers in the following order of priority:

1. To residents of 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 non-metropolitan county) in which the assistance is expended.

B. Contracting

1. The PHA and its contractors or subcontractors will make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:
 - a. To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

- b. To 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 the assistance;
 - c. To YouthBuild programs; and
 - d. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county) in which the assistance is provided.
2. An executed "Section 3 Program Certification" form must be included with every bid or proposal. Bids or proposal without an executed Section 3 Program Certification form will be considered non-compliant with the Request for Bids or Request for Proposals.
3. Within 15 calendar days of award of a contract by the PHA, the contractor shall publish a "Notice of Commitment" in a paper of daily distribution in the metropolitan or non-metropolitan county where the PHA is located listing potential training, employment, and contracting opportunities for low and very low-income persons. The Notice of Commitment must also be posted on the public bulletin board of the PHA and at each construction job site.

ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS

For public housing financial assistance, the Section 3 statute requires PHAs to prioritize their efforts to direct employment and economic opportunities, training, and contracting efforts to specific groups of low and very low-income individuals.

All employees of the PHA will complete an Employee Certification Form to be used by the PHA to determine its current Section 3 and Targeted Section 3 workers.

All applicants for employment with the PHA must complete an Applicant Certification form.

A. Section 3 Worker

1. Any worker who currently fits or when hired within the past five (5) years fits at least one of the following categories, as documented:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - b. The work is employed by a Section 3 business concern.
 - c. The worker is a YouthBuild participant.
2. The status of a Section 3 worker will not be negatively affected by a prior arrest or conviction.
3. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

B. Targeted Section 3 Workers

A Targeted Section 3 worker for public housing financial assistance is a Section 3 worker who is:

1. Employed by a Section 3 business concern, or
2. Currently fits or when hired will fit at least one (1) of the following categories, as documented within the past five (5) years:
 - a. A resident of public housing or Section 8-based assisted housing,
 - b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance, or
 - c. A YouthBuild participant.

C. Safe Harbor

The primary objective is to reflect and monitor the PHA's ability to direct job opportunities that are generated by HUD financial assistance to Section 3 and Targeted Section 3 workers.

The PHA will certify compliance with the statutory priorities and meet or exceed the outcome benchmarks annually within 60 days of its fiscal year end.

1. Establishment of Benchmarks

HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. The PHA will make every reasonable effort to comply with HUD established benchmarks as they may increase or decrease over time.

2. As allowed by HUD, the PHA will exclude professional services, which would be defined as non-construction services that require an advanced degree or professional licensing, from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported. Professional services to be excluded includes but are not limited to.
 - a. Contracts for legal services
 - b. Financial consulting
 - c. Accounting services
 - d. Environmental assessment
 - e. Architectural services
 - f. Civil engineering services
3. Section 3 benchmarks consist of the following 2 ratios:
 - a. Section 3 Workers:

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

Example

Assume the PHA employs 20 full-time staff including all senior/executive/salaried staff

$$20 \times 2,080 \text{ (40h/p/w} \times 52 \text{ weeks)} = 41,600 \text{ hours worked annually}$$

25% of the total work hours would be worked by Section 3 workers

$$41,600 \times 25\% = 10,400$$

Divide 10,400 hours by 2,080

$$10,400 \div 2,080 = 5$$

The PHA must have 5 Section 3 workers

b. Targeted Section 3 Workers:

Five percent (5%) or more of the total number of labor hours worked by Targeted Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's fiscal year.

Example

Assume the PHA employs 20 full-time staff including all senior/executive/salaried staff
 $20 \times 2,080$ (40 h/p/w \times 52 weeks) = 41,600 hours worked annually

5% of the total work hours to be worked by Targeted Section 3 workers
 $41,600 \times 5\% = 2,080$

Divide 2,080 hours by 2,080
 $2,080 \div 2,080 = 1$.
The PHA must have 1 Targeted Section 3 workers

REPORTING REQUIREMENTS

The PHA will implement its Section 3 activities and comply with the reporting requirements of this Plan starting with the PHA's first full fiscal year that begins after July 1, 2021. The PHA will track and report labor hours to measure total actual employment and the proportion of the total employment performed by low and very low-income workers.

A. Reporting of Labor Hours

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

1. The PHA will track and report:
 - a. The total number of labor hours worked by all workers,
 - b. The total number of labor hours worked by Section 3 worker; and
 - c. The total number of labor hours worked by Targeted Section 3 workers.
2. The labor hours for Section 3 workers and Targeted Section 3 workers will be counted for five (5) years from when their status as a Section 3 worker or Targeted Section 3 worker was established.

The PHA will define workers as Section 3 workers for a five-year period at the time, or when the workers are first certified as meeting the Section 3 worker definition.

3. The labor hours reported will include the total number of labor hours worked and paid with public housing financial assistance in the fiscal year of the PHA, including labor hours worked by any contractors and subcontractors that the PHA is required or elects to report.
4. The PHA reporting, as well as contractors and subcontractors who report to the PHA, will report labor all hours by Section 3 workers and Targeted Section 3 workers from professional services without including labor hours from professional services in the total number of labor hours worked.
5. During the first fiscal year that begins after July 1, 2021, the PHA may report on the labor hours of a contractor or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting. This grace period is to allow contractors who do not utilize a time system to implement one. After that time, the PHA, its contractors and subcontractors must report on actual labor hours worked.

B. Qualitative Reporting

If the PHA reporting indicates that the PHA has not met the Section 3 benchmarks, the PHA will report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors.

Qualitative efforts may include but are not limited to the following:

1. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers.
2. Providing direct on-the-job training or apprenticeship opportunities.

3. Providing technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
4. Providing or connecting 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. Holding one or more job fairs.
6. Providing or referring Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, childcare).
7. Providing indirect training such as arranging for, contracting for, or paying tuition for, off-site training technical assistance to help Section 3 workers.
8. Providing assistance with applying for/or attending community college, a four-year educational institution, or vocational/technical training.
9. Assisting Section 3 workers to obtain financial literacy training and/or coaching.
10. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
11. Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
12. Dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns.
13. Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
14. Promoting use of business registries designed to create opportunities for disadvantaged and small businesses.
15. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

C. RAD Conversions

HUD has defined Targeted Section 3 workers to include residents of public housing and Section 8 housing, which means that the PHA must report on hiring of these types of HUD-assisted tenants, which includes tenants of RAD-converted Section 8 properties.

D. Reporting Frequency

Unless otherwise provided, the PHA will report annually to HUD the labor hours, and where required, qualitative reporting, in a manner consistent with Section 3 reporting requirements.

1. Reporting is on an annual basis for ongoing endeavors such as PHA operations or multi-year infrastructure or disaster recovery efforts.
2. Discrete projects such as development of a singular multifamily apartment building, the reporting is on a project basis, and reported to HUD in the PHA's annual report corresponding to the year of the project's completion.

E. Separate Reporting by Funding Source

1. The PHA will be required to report by each separate funding source.
2. The Final Rule provided separate definitions for the types of funding and separate subparts relating to:
 - a. Public housing financial assistance, which covers:
 - 1) development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act),
 - 2) operations and management assistance provided pursuant to Section 9(e) of the 1937 Act (Operating Fund), and
 - 3) development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act (Capital Fund).
 - b. Section 3 projects, which means housing rehabilitation, housing construction and other public construction projects assisted with HUD housing and community development assistance when the amount of the assistance to the project exceeds \$200,000, or \$100,000 where the assistance is from HUD's Lead Hazard Control and Healthy Homes programs.
3. Small PHAs with less than 250 public housing units will report qualitative efforts to meet Section 3 benchmarks.

CONTRACT PROVISIONS

1. Required language
 - a. The PHA will include language in any agreement or contract to apply Section 3 to contractors.
 - b. The PHA will also require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.
 - c. The PHA will also require all contractors and subcontractors to meet the requirements of employment, training, and contracting requirements, regardless of whether Section 3 language is included in contracts.
 - d. All unit and collective bargaining agreements must meet the requirements of employment, training, and contracting requirements.
 - e. The PHA will customize the contract language depending upon the contract. Such customization will include:
 - 1) The required percentage of hours to be worked by Section 3 and Targeted Section 3 workers;

- 2) Documentation and document retention requirements, reporting requirements; and
 - 3) Penalties for non-compliance with Section 3 requirements.
2. RAD Conversions
- a. Section 8 Project-Based Voucher (PBV) or Section 8 Project-Based Rental Assistance (PBRA) contracts are not covered by the statute.
 - b. HUD has administratively applied Section 3 during the RAD-related construction period even though not required by the RAD statute or the Section 3 statute. See RAD Notice Revision 4 and RAD program documents.

FUNDING SOURCES, RECORDKEEPING, AND COMPLIANCE

A. Multiple Funding Sources

If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 public housing financial assistance or a Section 3 project, the PHA must follow the additional provisions for the public housing financial assistance. For such a project, the following applies:

1. The PHA receiving housing financial assistance will report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients.
2. The PHA will report the following information:
 - a. The total number of labor hours worked on the project;
 - b. The total number of labor hours worked by Section 3 workers on the project; and
 - c. The total number of labor hours worked by Targeted Section 3 workers on the project.

B. Recordkeeping

The PHA shall make available to HUD access to all records, reports, and other documents or items that are maintained to demonstrate compliance with the requirements of Section 3 or that are maintained in accordance with the regulations governing the public housing financial assistance provided or otherwise made available to the PHA, subrecipient, contractor, or subcontractor.

1. The PHA will maintain documentation, and ensure that a subrecipient, contractor, or subcontractor that employs the worker to maintain documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:
 - a. For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- 1) A worker's self-certification that their income is below the income limit from the prior calendar year;
 - 2) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
 - 3) Certification from the PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
 - 4) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
 - 5) An employer's certification that the worker is employed by a Section 3 business concern.
- b. For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:
 - 1) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
 - 2) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
 - 3) An employer's certification that the worker is employed by a Section 3 business concern; or
 - 4) A worker's certification that the worker is a YouthBuild participant.
2. The PHA will maintain the documentation for the time period required for record retention in accordance with applicable program regulations or, in the absence of applicable program regulations, for at least three (3) years following audit of completed contracts in accordance with 2 CFR part 200.
3. The PHA will report on Section 3 workers and Targeted Section 3 workers for five (5) years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.
4. The PHA will maintain details of all qualitative efforts to meet Section 3 benchmarks including, but not limited to:
 - a. Memorandums of Agreement with reciprocating agencies;
 - b. Meeting agendas and sign in sheets for meetings with program participants and low and very low-income residents of the metropolitan or non-metropolitan area;
 - c. Meeting agendas and sign in sheets for meetings with Section 3 business concerns;
 - d. Copies of all contracting and employment announcements including dates of publication, display, or distribution;

- e. Minutes of pre-bid conferences where Section 3 requirements are discussed;
- f. Documentation of outreach efforts to identify Section 3 businesses;
- g. Section 3 employment questionnaires completed by applicants and program participants;
- h. Section 3 employment questionnaires completed by current PHA employees between November 30, 2020 and end of first fiscal year in which reporting is required under the Final Section 3 Rule; and
- i. Notices of training and employment readiness opportunities provided to low and very low-income residents, public housing residents, and Section 8 program participants.

C. Compliance

The PHA will maintain adequate records demonstrating compliance with the Section 3 requirements consistent with other recordkeeping requirement in 2 CFR part 200.

1. Complaints

Complaints alleging failure of compliance with Section 3 requirements may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

2. Monitoring

- a. HUD will monitor the PHA's compliance with the requirements of Section 3.
- b. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance.
- c. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

DEFINITIONS

Business Concern

Means a business concern that meets at least one of the following criteria, documented within the last six-month period:

- It is at least 51% owned by low or very low-income persons
- Over 75% of the labor hours performed for the business are performed by low or very low-income persons
- It is a business at least 25% owned by current public housing resident or residents who currently live in Section 8-assisted housing

Contractor

Any entity entering into a contract with:

- 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
- A subrecipient for work in connection with a Section 3 project.

Labor Hours

The number of paid hours worked by persons on Section 3 projects or by persons employed with funds that include public housing financial assistance.

Low-Income Person

An individual whose annual income does not exceed 80% of the median income for the area as determined by HUD.

Material Supply Contracts

Contracts for the purchase of products and material, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional Services

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

- Development assistance provided pursuant to Section 5 of the U.S. Housing Act of 1937;
- Operations and management assistance provided pursuant Section 9(e) of the U.S. Housing Act of 1937 (Operating Fund);
- Development, modernization, and management assistance provided pursuant Section 9(d) of the U.S. Housing Act of 1937 (Capital Fund); and

- The entirety of mixed-finance development project regardless of whether the project is fully or partially assisted with public housing financial assistance.

Public Housing Project

Low-income housing, and all necessary appurtenances thereto, assisted under the 1937 Act, other than assistance under 42 U.S.C. 1437f of the 1937 Act (Section 8). The term “public housing” includes dwelling units in a mixed-finance project that are assisted by a public housing agency with public housing capital assistance or Operating Fund assistance. When used in reference to public housing, the term “project” means housing developed, acquired, or assisted by a PHA under the 1937 Act, and the improvement of any such housing.

Recipient

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

The purpose of Section 3 is to ensure that, to the greatest extent feasible, employment, training, and business opportunities created by HUD financial assistance be directed to low and very low-income persons.

Section 3 Business Concern

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

- It is at least 51 percent owned and controlled by low or very low-income persons;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- 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.

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 the contract and demonstrating their ability to meet contract requirements.

Section 3 business concerns will be given the opportunity to complete a “Section 3 Business Concern Certification” form that will be made available to potential bidders and proposers and utilized by the PHA.

Section 3 Projects

- Housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.
- The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
- The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

Section 3 Worker

Any worker who currently fits or when hired within the past five (5) years fit at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

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

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

A public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor

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

An entity, usually, but not limited to, non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Targeted Section 3 Worker

A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

- A worker employed by a Section 3 business concern; or
- A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five (5) years:
 - A resident of public housing or Section 8-assisted housing;
 - A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - A YouthBuild participant.

Very Low-Income Person

An individual whose annual income does not exceed 50% of the median income for the area as determined by HUD.

Youthbuild Programs

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

(Insert Contractor Name)

SECTION 3 APPLICANT FOR EMPLOYMENT AND TRAINING OPPORTUNITIES

Name: _____

Current Legal Address: _____

Phone Number: _____ Email Address: _____

Check the box or boxes below applicable to you. Documents to support your status as an eligible Section 3 Worker or Targeted Section 3 Worker may be requested and required if not already available.

☐ My total individual income for the prior year or annualized year is below 80% of Area Median Income (AMI):

☐ 2020 \$51,000.00 _____

☐ 2021 \$52,200.00 _____

☐ I reside within the metropolitan or non-metropolitan county where this PHA is located.

☐ I am a resident of public housing

☐ List PHA and project name _____

☐ I am a Section 8 Voucher holder

☐ List Section 8 Agency administering your voucher _____

☐ I receive other housing assistance

☐ List PHA that manages your housing assistance _____

☐ I am a YouthBuild Participant

☐ List YouthBuild Program name, address, telephone number, and contact person: _____

By my signature below, I certify that the information provided on this form is accurate.

Printed Name

Signature

Date

SELF-CERTIFICATION AND SKILLS FORM

Graduated High School or GED (month/year): ☐ Yes ☐ No

I Read and Speak English Fluently: ☐ Yes ☐ No

I Read and Speak Languages Other Than English Fluently: ☐ Yes ☐ No

If Yes, list language(s) _____

Attended a Trade or Technical School: ☐ Yes ☐ No Graduated? ☐ Yes ☐ No

If Yes, list type Trade or Technical Specialty Studied: _____

Attended College: ☐ Yes ☐ No Graduated? ☐ Yes ☐ No

If Yes, list degree or completed studies: _____

Check the Skills and/or Trades in which you have been employed or contracted to do work for others:

- | | |
|---|---|
| <input type="checkbox"/> Data Entry | <input type="checkbox"/> Trim/Carpentry |
| <input type="checkbox"/> Receptionist | <input type="checkbox"/> Stucco |
| <input type="checkbox"/> Sales | <input type="checkbox"/> Window/Door Replacement |
| <input type="checkbox"/> Telephone Customer Service | <input type="checkbox"/> Construction Cleaning |
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Exterior Framing |
| <input type="checkbox"/> Teaching/Training | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Drywall Hanging | <input type="checkbox"/> CDL License |
| <input type="checkbox"/> Drywall Finishing | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Interior Painting | <input type="checkbox"/> Concrete/Asphalt Work |
| <input type="checkbox"/> Framing | <input type="checkbox"/> Heavy Equipment Operator |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Fencing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Metal/Steel Work |
| <input type="checkbox"/> Interior Plumbing | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Exterior Plumbing | <input type="checkbox"/> Other (list) |
| <input type="checkbox"/> Siding | <input type="checkbox"/> Other (list) |
| <input type="checkbox"/> Cabinet Hanging | <input type="checkbox"/> Other (list) |
| <input type="checkbox"/> Door Replacement | <input type="checkbox"/> Other (list) |

I certify that all of the information given on this Self-Certification and Skills form is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I understand that proof of this statement may be requested in the future.

Printed Name

Signature

Date

SECTION 3 BUSINESS CONCERN CERTIFICATION

For those seeking preference in contracting

Name of Business: _____

Address of Business: _____

Phone Number: _____ Email Address: _____

Type of Business ☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit
 ☐ Joint Venture ☐ Corporation ☐ Other: *List*

DEFINITIONS:

A Low- or Very Low-Income Person (Worker) is a person whose income in the previous or annualized calendar year is below 80% of Area Median Income established by HUD which is currently **\$52,200.00**.

A Section 3 Worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (1) The worker's income for the previous or annualized calendar year is below the income limit listed above for a low- or very low-income person; or
- (2) The worker is employed by a Section 3 Business; or
- (3) The worker is a YouthBuild participant.

A Section 3 Business Concern must meet at least one of the three criteria listed below and found in 24 CFR 75, and be documented within the last six-month period.

Check the box or boxes below applicable to your business. Attach the applicable listed documents to support your status as a Section 3 Business Concern.

- ☐ At least 51 percent owned and controlled by low- or very low-income persons;
 - ☐ List of all current employees listing percentage of ownership and control interests of each
 - ☐ Articles of Incorporation or partnership agreement ☐ Federal Tax ID Number
- ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers;
 - ☐ List of all workers (salaried and hourly) and number of hours worked by each worker
 - ☐ List of all Section 3 workers (salaried and hourly) and number of hours worked by each worker
- ☐ It is a business at least 51 owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.
 - ☐ List of all current employees listing percentage of ownership and control interests of each.
 - ☐ Copy of residential lease for each employee with ownership interests.
 - ☐ Articles of Incorporation or partnership agreement ☐ Federal Tax ID Number

By my (our) signatures below, I/we certify to being a Section 3 Business Concern and understand that I/we must demonstrate our ability to meet the terms of a contract before it can be awarded to us.

Owner's Printed Name Signature Date

Owner's Printed Name Signature Date

Housing Authority of Cook County
SECTION 3 EMPLOYEE CERTIFICATION

Employee Name _____

Current Address _____

Phone Number _____ Email Address _____

Date of Initial Employment: _____ Date Certification Form Completed: _____

Check the box or boxes below applicable to you. Documents to support your status as a Section 3 Worker or Targeted Section 3 Worker may be requested and required if not already available.

- ☐ My total individual income for the year prior to my initial employment was below 80% of Area Median Income (AMI) **or** my total individual income is currently below 80% AMI. Check applicable year. (\$ amounts to be inserted by PHA and updated annually):

<input type="checkbox"/> 2017 \$ _____	<input type="checkbox"/> 2018 \$ _____	<input type="checkbox"/> 2019 \$ _____
<input type="checkbox"/> 2020 \$ <u>51,000.00</u>	<input type="checkbox"/> 2021 \$ <u>52,200.00</u>	<input type="checkbox"/> 2022 \$ _____

- ☐ I reside within the metropolitan or non-metropolitan county where this PHA is located.

- ☐ I am currently employed by a Section 3 Business Concern

☐ List name, address, telephone number, and contact person of Section 3 Business Concern: _____

- ☐ I am a resident of public housing or Section 8-assisted housing managed by this PHA

☐ List public housing project name or Section 8 landlord name and phone number: _____

- ☐ I am a YouthBuild Participant

☐ List YouthBuild Program name, address, telephone number, and contact person: _____

By my signature below, I certify that the information provided on this form is accurate.

Employee's Printed Name

Signature

Date

(Insert Contractor Name)

Section 3 Notice of Commitment

To: Union Representatives, Labor Organization Representatives, Section 3 Business Concerns and Residents of the metropolitan or non-metropolitan county where work will be performed.

The following project named, _____ located at _____
_____ is a Section 3 covered project pursuant to 24 CFR §75, of
Section 3 of the Housing and Urban Development Act of 1968, which receives funding from the Housing
Authority of Cook County.

This project may require the hiring of low-income residents (Section 3 Residents) or contracting with Section
3 Business Concerns.

The following economic opportunities are available:

Position	Training	Employment	Contracting

Please contact _____ regarding these opportunities by telephone at _____
_____, or by email at _____.

The anticipated date the work shall begin is _____.

If you apply for one of the above opportunities as a Section 3 Resident or Section 3 Business Concern, you
will be required to submit information verifying eligibility status. Qualified Section 3 Residents and Section
3 Business Concerns will receive hiring preferences on Section 3 covered projects.

SMALL, MINORITY, OR WOMEN-OWNED (S/M/WBE) BUSINESS PARTICIPATION

DIRECT PARTICIPATION/SELF-CERTIFICATION

The Proposer represents and certifies as part of its proposal that it:

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

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

(Check the block applicable to you)

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

Firms must submit Letter of Certification(s), as applicable.

INDIRECT PARTICIPATION THROUGH SUB-CONTRACTOR

If Proposer is not Self-Certifying as a Small, Minority or Women-Owned business, will Proposer Sub-Contract with Small, Minority, or Women-Owned Enterprise firms?

Yes ☐ No ☐

If Yes to the above question, please complete the information below:

(SBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
TOTAL	\$ _____	_____ %

(WBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
TOTAL	\$ _____	_____ %

(MBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
TOTAL	\$ _____	_____ %

**SMALL, MINORITY, OR WOMEN-OWNED
(S/M/WBE) SUBCONTRACTOR AFFIDAVIT**

Instructions: This form is to be completed by all S/M/WBE Sub Contractors being proposed for participation under this Contract.

Specification Number: _____

Project Description: _____

From: _____
(Name of S/M/WBE Firm)

SBE: Yes ☐ No ☐
MBE: Yes ☐ No ☐
WBE: Yes ☐ No ☐

Name of Prime Contractor – To: _____ (Name of Sub-Contractor)

The S/M/WBE status of the undersigned is confirmed by the attached letter of Certification dated _____.

The undersigned S/M/WBE firm is prepared to provide the following described goods and/or services or supply the following described goods and/or services in connection with the above named project:

The above described goods and/or services are offered for the following price and described terms of payment:

if more space is needed to fully describe the S/M/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned S/M/WBE firm will enter into a formal written agreement for the above described goods and/or services with the Prime Contractor, conditioned upon Prime Contractor's execution of a contract with HACC, and will do so within 3 business days of receipt of a signed contract from HACC.

(Signature of Owner, President or Authorized Agent of S/M/WBE)

Name /Title (Print)

Phone

Fax/Email

SUMMARY OF MBE/WBE SUBCONTRACTOR PARTICIPATION FORM

Instructions: This form is to summarize all MBE/WBE firms proposed for participation under this Contract whether directly or indirectly utilized.

Specification Number: _____

Project Description: _____

State of (_____)

County (City) of (_____)

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

(Name of Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE participation of this contract.

All MBE/WBE firms included in this plan are currently certified as such (Letters of Certification Attached).

1. Direct Participation of MBE/WBE Firms

(Note: The Contractor will, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors and suppliers of goods and services directly related to the performance of this contract.)

If Contractor is a certified MBE or WBE firm, attach copy of current Letter of Certification. (Certification of Contractor as a MBE satisfies the MBE participation only. Certification of Contractor as a WBE satisfies the WBE participation only.)

If Contractor is a joint venture and one or more joint venture partners are certified MBEs and WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

MBE/WBE Subcontractors/Suppliers/Consultants:

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percentage Amount of Participation: _____ %

Affidavit of Subcontractor attached? Yes ☐ No ☐*

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percentage Amount of Participation: _____ %

Affidavit of Subcontractor attached? Yes ☐ No ☐*

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes ☐ No ☐*

5. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes ☐ No ☐*

6. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes ☐ No ☐*

Attach additional sheets as needed.

* All Affidavits of Subcontractors and Letters of Certification not submitted with proposal must be submitted so as to assure receipt by the Contracting Official within three (3) business days after receipt of proposal.

7. Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE participation has not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

8. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes ☐ No ☐*

9. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes ☐ No ☐*

10. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes ☐ No ☐*

11. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes ☐ No ☐*

12. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes ☐ No ☐*

Attach additional sheets as needed.

* All Affidavits of Subcontractors and Letters of Certification not submitted with bid must be submitted so as to assure receipt by the Contracting Official within three (3) business days after bid opening.

13. Summary of MBE/WBE Firms Proposed

MBE Direct Participation (from Section I):

MBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation:	\$ _____	_____ %

MBE Indirect Participation (from Section II):

MBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation:	\$ _____	_____ %

WBE Direct Participation (from Section I):

WBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation:	\$ _____	_____ %

WBE Indirect Participation (from Section II):

WBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation:	\$ _____	_____ %

To the best of my knowledge, information and belief, the facts and representations contained in this Affidavit are true, and no material facts have been omitted.

The Contractor designates the following person as their MBE/WBE Liaison Officer:

Name: _____ Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the Contractor, to make this affidavit.

Signature (Date)

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name(s) of person(s))
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument was executed).

Notary Public Signature: _____
(Seal)

Commission Expires: _____