



Housing Authority of South Bend

Request for Qualifications

For

Development Partner

For

**Transformation of Western Avenue and HASB Select
Sites**

Issue Date: August 22, 2024

Pre-submission Conference: September 16, 2024

Deadline for Questions: September 18, 2024

Submission Deadline: October 30, 2024

**RFQ for Development Partner
for Transformation of Western Avenue and HASB Select Sites**

PART I- INTRODUCTION	1
1.1 General Information	1
1.2 Agency Background.....	1
1.3 Western Avenue Transformation	1
1.4 Method of Solicitation	3
PART II- DEVELOPER RESPONSIBILITIES	3
2.1 General.....	4
2.2 Predevelopment	6
2.3 Financing.....	7
2.4 Construction.....	8
2.5 Ownership and Asset Management	8
PART III- ROLE OF HASB	9
3.1 General.....	9
3.2 Predevelopment	10
3.3 Financing.....	10
3.4 Development Partner Oversight.....	10
3.5 Contract Administration	11
PART IV- SUBMISSION REQUIREMENTS.....	11
PART V- PROCUREMENT PROCESS	14
5.1 RFQ Contact	14
5.2 RFQ Schedule	14
5.3 Submission	15
5.4 Evaluation and Award Process.....	15
5.5 Evaluation Criteria.....	17
PART VI GENERAL CONDITIONS	18
6.1 Conflict of Interest	18
6.2 Cost of Preparing the Statement of Qualifications.....	19
6.3 Form of Contract.....	19
6.4 Government Restrictions	19

6.5	Non-Conformance to Conditions/Specifications/Scope of Services	20
6.6	Assignment of Transfer	20
6.7	Availability of Records.....	20
6.8	Patents, Licenses, and Royalties	20
6.9	Permits and Licenses.....	21
6.10	Taxes	21
6.11	Advertising	21
6.12	Insurance.....	21
6.13	Proof of Liability Insurance	22
6.14	Standards of Conduct.....	22
6.15	Removal of Employees.....	22
6.16	Supervision.....	22
6.17	Performance Evaluation Meeting.....	22
6.18	Disputes	23
6.19	Federal, State, and Local Reporting Compliance.....	24
6.20	Section 3 Clauses.....	24
6.21	Project Personnel.....	24
6.22	Payment	24
6.23	Notices	25
6.24	Cancellation	25
6.25	Laws	25
6.26	Contract Documents.....	25
6.27	Travel.....	25
6.28	Contract Award.....	25
	ATTACHMENTS.....	26

PART I- INTRODUCTION

1.1 General Information

The Housing Authority of South Bend (HASB) is requesting Statements of Qualifications submissions from comprehensive development teams with extensive Choice Neighborhood or similar transformative mixed-income housing development and implementation experience. The successful respondent(s) will prove through its submittal that it possesses the qualifications necessary to implement a comprehensive and complex revitalization strategy for the Western Avenue transformation initiative, including mixes of incomes, uses, and financing sources. HASB anticipates entering into a long-term Master Developer Agreement (MDA) with one or more successful respondents. HASB in its full discretion may choose to award additional projects from this solicitation.

Sealed responses to this solicitation will be received by HASB until **5:00pm on Wednesday, October 30, 2024.**

1.2 Agency Background

HASB is a public housing authority serving over 2,600 households in South Bend, Indiana. It manages more than 500 units across 9 properties and over 2,000 Section 8 Housing Choice Vouchers. Over the past few years, HASB has begun repositioning activities for its public housing assets, kickstarted by the demolition of its Rabbi Shulman and Monroe Circle properties, which are now subjects of the Western Avenue transformation. HASB is working in partnership with the City of South Bend and an experienced team of consultants to develop this transformation strategy, as well as a repositioning plan for the remainder of the public housing portfolio.

1.3 Western Avenue Transformation

HASB has partnered with the City of South Bend to transform a portion of downtown South Bend, known as Western Avenue, into a thriving neighborhood with a mix of incomes, economic opportunities, and public amenities. This area is located just southwest of the heart of downtown South Bend and this effort is an extension of the Downtown South Bend Plan. Two former public housing sites (Rabbi Shulman and Monroe Circle) sit directly between Four Winds Field, home of the South Bend Cubs, and the Salvation Army's South Bend Kroc Center. This initiative will leverage public and private investments and resident, stakeholder, and community input to redevelop (in phases) mixed-income housing on the former Rabbi Shulman and Monroe Circle public housing sites, together constituting over 8 acres. Both sites have received Section 18 approvals from the U.S. Department of Housing and Urban Development (HUD). Monroe Circle has been demolished, while Rabbi Shulman has been vacated and boarded, with an expectation of future demolition. Additionally, the

City of South Bend Redevelopment Commission owns parcels of land along Western Ave (approximately between 2 to 4 acres), which are anticipated to support phases of development. HASB also has three operating public housing sites all in proximity or directly adjacent to the Rabbi Shulman and Monroe Circle sites:

- Wescott- 97 units and 5.96 acres
- The Quads- 52 units and 5.37 acres
- Laurel Court- 42 units and 5.26 acres

It is anticipated that all of these sites will ultimately be part of a shared vision for transformation for this neighborhood. HASB is also presently in the process of developing an asset repositioning plan for its public housing portfolio.

To further the impacts of these investments, HASB, the City of South Bend, and Community Foundation of St. Joseph County intend for these housing investments to be paired with other investments in supportive services, parks and community amenities, infrastructure, and conditions to encourage and advance economic development. The Western Avenue transformation is also part of the City's Downtown Plan, which will be published by the end of 2024, and is the first time the City has undertaken a comprehensive planning process for its downtown area in many decades.

To achieve these aims, HASB, the City of South Bend, and Community Foundation of St. Joseph County are planning to utilize a framework similar to HUD's Choice Neighborhoods program for planning and implementation activities. Additionally, the City, Housing Authority, and Community Foundation of St. Joseph County have initiated early planning activities with the community and have begun an application process for competitive foundational funding to support the first phase of housing redevelopment of 208 units (anticipated to be 30% PBV, 40% LIHTC-only, and 30% market rate).

While plans are still early in their development, the developer will be responsible for abiding by the following priorities for the transformation initiative:

- All new phases of housing will include a mix of incomes including project-based voucher units (traditional or Rental Assistance Demonstration), other affordable units and unrestricted market rate units. To ensure true mixed income, the percentage of unrestricted market rate units per phase should never be below 10%.
- To the extent possible, phases should consider a mix of uses, offering space for ground floor retail and leased community facilities.
- A majority of phases will have units that support family occupancy.
- All designs must be responsive to community input and the overall established transformation vision for the Western Avenue neighborhood.
- Designs should consider long-term physical, financial, and environmental sustainability of the developments.

It is anticipated that planning activities will continue through the end of 2024 and into early 2025. While final phasing and unit counts and mixes will be decided with the selected development partner(s), HASB and the City expect the final unit totals to exceed 800 units in multiple project phases. It is expected that Phase 1 will be approximately 208 units.

1.4 Method of Solicitation

HASB is utilizing a Qualifications-Based Selection (QBS) method of procurement through this Request for Qualifications (RFQ) solicitation. Under this method, Developer compensation will not be used as an evaluation factor. Responses will be evaluated by an HASB evaluation committee utilizing the evaluation criteria outlined in Part V of this RFQ. Based on the committee's evaluations, HASB's Contracting Officer will determine which of the responsive firms may be capable of providing the services described in this RFQ and have a reasonable chance of award (the competitive range). HASB may, at its sole discretion, enter into negotiations with the highest-ranked firm in the competitive range or request additional information and/or presentations/interviews with the firm or firms considered to be in the competitive range. The evaluation committee may then re-evaluate the competitive range firms based on their original proposals and the additional information provided.

HASB will negotiate key business terms with the top-ranked firm(s) with the intention of reaching an agreement on fair and reasonable terms and entering into one or more MDAs. If an agreement cannot be reached, HASB will terminate negotiations with this firm and proceed to the next-highest rated firm until an agreement is reached on business terms determined to be fair and reasonable.

If an award is made through this solicitation, all team members identified in the response to this RFQ will also be considered approved. The selected Development Partner will be required to comply with all applicable HUD regulations pertaining to procurement of contractors and technical services and identities of interests. The Development Partner will be required to follow a competitive solicitation process that is approved by HASB for all other contractors in accordance with the terms and conditions of the MDA.

PART II- DEVELOPER RESPONSIBILITIES

The Development Partner will be expected to work with HASB to: assemble and manage a team of qualified individuals, affiliates, subcontractors and consultants necessary to prepare viable redevelopment plans for each development project; secure the financing necessary to fund the redevelopment activities; obtain HASB and HUD approval of redevelopment plans; and provide qualified professional project and property management services as determined by the MDA. The Development Partner will also be expected to fully participate and sometimes lead the preparation and submission of funding applications, which may include applications for tax credits or other identified sources.

Throughout the redevelopment effort, the Development Partner will work closely with HASB and all stakeholders, including but not limited to HASB's residents, the surrounding community, HASB consultants, the City of South Bend, Community Foundation of St. Joseph County and other community partners. The Development Partner will be responsible for ensuring that the redevelopment plan is approved, financed and implemented in a timely fashion and in accordance with all awarded sources of funds.

2.1 General

- a. Oversee and Implement Redevelopment Efforts: Provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of redevelopment phases fully and expeditiously as required by the MDA.
- b. Hire and Manage Consultants and Contractors Necessary for Planning and Implementation: The Development Partner will procure other consultants and/or contractors and coordinate all tasks necessary for implementation of the redevelopment plan. At a minimum, the Development Partner will need to procure, oversee and manage all consultants necessary to complete funding applications, master planning, architectural, environmental review, market analysis, geo-technical studies, civil, mechanical and electrical engineering, and any other activities deemed necessary to implement the project by the Development Partner and HASB and successfully lease up and manage each completed development phase.
- c. Maintain Communication Regarding Project Progress with HASB, the City of South Bend, Community Foundation of St. Joseph County, all key stakeholders, and the larger public: HASB (or the Development Partner at its direction) will establish a regular schedule of team meetings, in which the Development Partner will participate. Moreover, the Development Partner will be responsible for submitting monthly progress reports to HASB and the City of South Bend, in such formats and media as HASB and the City might direct, detailing project progress and milestones achieved; updated critical path schedule; budget status and projections (including developer fee projections); Section 3 and M/WBE participation, and other information deemed relevant by HASB and the City.
- d. Develop and Maintain Quality Control Measures: The Development Partner is responsible for ensuring the Project is implemented and managed with the highest quality standards. The Development Partner will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.
- e. Develop and Maintain a Detailed Development Schedule and Critical Path Schedule: The Development Partner is responsible for developing and maintaining a detailed

schedule of events, predicated on financing deadlines that include pre-development activities, construction closing and start, project stabilization and permanent loan close. The Development Partner is also responsible for keeping a Critical Path Schedule for the entire housing strategy, including all phases of construction, and lease-up and stabilization.

- f. Foster Resident Involvement in Project Implementation: The Development Partner will facilitate and foster the involvement of public housing and other neighborhood residents in the design and implementation of the redevelopment plans. In cooperation with HASB, keep residents informed of the status of the revitalization, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.
- g. Be Responsive to Local Community, Neighborhood, and Governmental Interests: The Development Partner will promote and maintain good relations with community and neighborhood groups, and federal, state, and local governments. The Development Partner will also honor the outcomes of the city's Downtown Master Plan developed in 2024 in coordination with the City of South Bend, residents, and community stakeholders.
- h. Compliance with Laws, Rules and Regulations: The Development Partner will comply with all applicable Federal, State, and local laws, rules and regulations. The Development Partner will also establish systems and manage all Development Team Members proposed as well as all contractors, consultants and others providing service during the redevelopment effort to ensure their compliance with applicable Federal, State, and local laws, rules and regulations.
- i. MDE/WBE/DBE Opportunities: The Development Partner will take affirmative steps necessary to assure that minority, women-owned and disadvantaged business enterprises are used to the greatest extent feasible consistent with Presidential Executive Orders 11625, 12138 and 12432. The selected Development Partner shall have a viable program in place to assure the goals are met or exceeded. A monthly report (or on other agreed to schedule) shall be provided to HASB by the Development Partner to accurately demonstrate the level of effort and compliance.
- j. Resident/Local Employment and Contracting: The Development Partner shall develop and implement a comprehensive Section 3 Program consistent with HASB's Section 3 hiring requirements, as well as meeting other policy objectives aimed at improving the economic circumstances of eligible individuals, households and companies in South Bend. Applicable City of South Bend Executive Orders and Ordinances may also apply. See Attachment III for more explicit discussion and explanation of Section 3 Requirements.

2.2 Predevelopment

- a. Prepare Feasibility Assessments, Market Analyses and Appraisals: The Development Partner will manage the preparation of feasibility assessments, market analyses and appraisals necessary to develop a viable redevelopment approach consistent with the goals of the established Downtown Master Plan.
- b. Assist HASB to obtain HUD demolition/disposition approval: Two HASB housing sites have Section 18 Inventory Removal approvals. These approvals will need to be revised once plans for the sites have been finalized. For any additional sites that require Section 18 approvals, however, at the appropriate time, HASB will submit to the HUD Special Applications Center an application for inventory removal to facilitate necessary demolition and disposition of public housing property. Information the Development Partner is required to provide pertaining to this application(s) shall be complete and timely.
- c. Prepare Redevelopment Plans: The Development Partner will work in consultation with HASB, the City of South Bend, HASB residents, the community and other partners and stakeholders to develop an implementation plan for redevelopment consistent with plans and approaches identified in the Downtown Plan, program goals and as acceptable to HASB and the City of South Bend.
- d. Obtain Environmental Clearances: In collaboration with HASB, procure the consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies, including HUD environmental review approval (for the entire redevelopment effort and/or in phases as appropriate) under 24 CFR Part 50 or 58, as applicable.
- e. Plans and Specifications: The Development Partner will be responsible for the preparation of all construction plans and specifications necessary to implement the construction of the project. Plans and specifications must comply with the requirements of all local, State and Federal permitting and regulatory entities; including, but not limited to, Section 504 and Uniform Federal Accessibility Standards (UFAS) and meet HUD requirements for broadband infrastructure. In addition, Plans and Specifications must be prepared with the intent for the project to meet the highest possible cost-effective standards for energy efficiency. Plans and Specifications must also be comprehensive and must meet or exceed industry standards of quality and sustainability. Plans and Specifications must also be of the highest quality so that construction change orders and disputes are minimized. All Plans and Specifications will be subject to review and approval by HASB.

2.3 Financing

- a. Produce an Overall Financing Plan: Produce an attainable financing plan for the overall redevelopment effort. The Financing Plan will reflect the goals of the city's Downtown Master Plan. The financing plan must demonstrate a sensitivity and approach to using public funds from any source in the most efficient manner, maximizing leveraging of such funds to the greatest extent possible.
- b. Financing Application(s): In accordance with the MDA, the Development Partner will be required to pursue diligently and use best efforts to obtain all financing necessary to implement the redevelopment plans in a timely fashion, which may include, but not be limited to: tax credits; tax-exempt bonds; federal, state and local funds; grants; awards from foundations; and private debt. HASB funds are limited and should never be considered as the first source of gap financing.
- c. Maximize the Leveraging of Public and Private Resources: The Development Partner will be expected to maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Additionally, the Development Partner will take full responsibility for securing all financing sources in a timely fashion; coordinating discussion and negotiations with financial institutions and private partners, inclusive of HASB; and ensuring HASB is involved in all aspects of the selection of financial partners to assure that proposed terms are both competitive and reasonable. In this regard HASB expects to fully participate in the review/approval of solicitation documents, proposals, business terms and related contractual documents.
- d. Obtain Equity Investment: Using an open and competitive process, the Development Partner will obtain equity financing commitments with the best terms currently available as required by the MDA and subject to HASB's approval.
- e. HUD Development Proposal(s): The Development Partner will work with HASB to prepare any necessary HUD CNI, RAD, or mixed-finance development proposals/financing plans and related submissions for each phase required to obtain all necessary HUD approvals.
- f. Guarantees: In accordance with the MDA, the Development Partner will provide all guarantees required for the successful financing of the redevelopment effort, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the Agreement.
- g. Operating Feasibility: As required in the MDA, the Development Partner will structure such reserves and other resources as will reasonably guarantee the long-

term operating feasibility of the Project, including HASB subsidized units, utilizing no more subsidy than committed by HASB (as applicable).

- h. Accounting/Financing: The Development Partner shall maintain accounting records and ensure Project financing is available at the appropriate times and utilized in the appropriate manner, in compliance with the MDA.

2.4 Construction

- a. Hire Qualified General Contractors and Oversee Construction Activities: The Development Partner will create and implement a competitive process for selecting the most qualified General Contractor. All such entities must have all necessary licenses, financial capacity and capabilities to perform the work. During construction, the Development Partner shall provide oversight and management of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities. As regular onsite construction monitoring is critical to the success of the project; the Development Partner must have a full-time onsite presence during the term of construction.
- b. Facilitate Necessary Site Improvements: Pursuant to the MDA, the Development Partner shall initiate and complete site work and infrastructure construction in collaboration with HASB, local and regional public utility agencies and other private utilities.

2.5 Ownership and Asset Management

- a. Organize Ownership Entities: Upon completion of the redevelopment plan and its acceptance by HASB, the selected Development Partner will be expected to organize the necessary phase specific ownership entities and structures, in compliance with the MDA, as approved by HASB, and as required by applicable financing entities.
- b. Ensure the Short- and Long-Term Viability of the Redeveloped Project: The Development Partner shall coordinate with and oversee the selected property management firm to develop and implement marketing, re-occupancy, asset and property management plans that will ensure the short- and long-term viability of the Project and ensure ongoing operation of the Project in full compliance with all applicable requirements and regulations, in compliance with the MDA. Selection of a property management firm shall be subject to HASB approval.
- c. Market and Lease-up the Rental Units: The Development Partner shall create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements. Such a strategy will accommodate persons and families on HASB

properties' eligible waitlists and will comply with goals and requirements of Project-Based Vouchers, Choice Neighborhood, RAD or any other HUD of HASB programs or priorities.

- d. Manage the Redeveloped Project: The Development Partner may be responsible for the management of all components of the redeveloped site, subject to negotiation, lender/investor requirements, and all applicable laws and regulations applicable to the development.

PART III- ROLE OF HASB

HASB's level of participation throughout the development process will be determined by the terms and conditions codified in the MDA. HASB fully expects to play a significant role in the implementation of the housing strategy. At a minimum, HASB's level of participation will include all activities necessary to comply with applicable HUD regulatory requirements and the terms and conditions agreed to in the MDA.

3.1 General

- a. Landowner/Site Control: HASB is the current owner of the land where the existing public housing sites are located. The City of South Bend owns additional parcels, which the City will either transfer directly to HASB or ground lease directly to the project. HASB intends to negotiate terms of the sale and/or long-term ground lease or other conveyance method for each phase to be redeveloped with the selected Development Partner and secure HUD approval of any terms and conditions of such conveyance.
- b. HUD Contact: HASB will be responsible for all communication with HUD, which includes the submission of program and evidentiary documents to obtain all HUD approvals including, but not limited to, land disposition approval, review of construction plans and RAD or mixed-finance approvals. To the extent any such documents or evidentiaries are within the particular knowledge or responsibility of the Development Partner, HASB will expect the Development Partner to be principally responsible for preparing such documents and evidentiaries as HASB may direct.
- c. Monitoring the Lease-up of HASB/HUD Subsidized Units: HASB will monitor the Developer's lease-up for subsidized units to ensure compliance with HASB's Admissions and Continued Occupancy Plan (ACOP), HCV Administrative Plan, and/or other applicable regulations and policies.

3.2 Predevelopment

- a. Due Diligence: While led by the Development Partner, HASB will be involved in all aspects of due diligence activities and will assist with coordination with the City, agencies, and other entities as appropriate.
- b. Site/Unit Designs: HASB will be involved in all the design processes to finalize the site plan, the building designs and floor plans and must approve each stage (schematic, design development and construction document) before the design team is authorized to begin the following stage. Also, HASB will review and submit when required to HUD for review and approval of the construction drawings and specifications. All designs must be to market-rate standards and consistent with the goals and preferences identified in the Downtown Master Plan.
- c. Performance Monitor: HASB will monitor MDA-established performance measures throughout the life of the development. The City may establish performance measures as a condition of project funding.

3.3 Financing

- a. Predevelopment Funding: HASB expects the selected Development Partner to provide predevelopment funding for each development based on mutually agreed upon terms in the MDA.
- b. Development Funding: HASB has a limited amount of capital funds and resources available and expects that the selected Development Partner will maximize the use of other outside funding resources to fully leverage any secured public and private commitments.
- c. Approve Lender or Equity Solicitation and Terms: HASB intends to participate in the development of the solicitation documents for investors and lenders. HASB will also participate in negotiations with the selected investors and lenders and will approve the final terms and conditions of the equity or loan agreements.

3.4 Development Partner Oversight

- a. Asset Manager: HASB will have asset management responsibilities related to any ACC/PBV units, as well as all other units (if proposed) in which HASB or its affiliate have an ownership interest. HASB will also monitor the Development Partner's compliance with applicable evidentiary documents.

- b. Procurement Approval: HASB will monitor the various Development Partner solicitation documents for the project to ensure they are in compliance with the terms and conditions described in the MDA and are in the best interest of the project and redevelopment initiative.
- c. Monitor Development Partner's Compliance with Section 3: HASB will monitor the Development Partner's plans and efforts for reaching established Section 3 goals and objectives.
- d. Monitor Development Partner's Compliance MBE/WBE Contracting Goals: HASB will monitor the Development Partner's plans and efforts for reaching eligible Minority Business Enterprises (MBE), and Women Business Enterprises (WBE) goals and objectives.
- e. Inspection by Landowner: HASB as Landowner reserves for itself, its authorized agents, and HUD and its authorized agents, the right to enter the property at any time to inspect the Project and any work in progress for the purpose of protecting or furthering the Landowner's and/or HUD's interest.

3.5 Contract Administration

- a. Payment Processing: HASB will have the right to review/approve all payments made regardless of the funding source in accordance with the terms and conditions of the MDA.
- b. Contract Amendments: HASB will have the right to review all project-related contract amendments and deliverables as outlined in the terms and conditions of the MDA.
- c. Approval of Deliverables: HASB will have the right to review all project-related deliverables including but not limited to design documents, other studies, and construction to ensure compliance with the terms and conditions of the associated contracts and the MDA.

PART IV- SUBMISSION REQUIREMENTS

All responses to this RFQ must contain the information listed below in a format, which correlates with each of the items listed.

1. Cover Letter

Provide a 1-2 page cover letter that includes the following:

- a. Summary of key information about the firm and its qualifications.

- b. Description of other affiliates, subcontractors or consultants, team members proposed for this engagement including, but not limited to co-developers, design firms, legal and accounting firms, consultants, property management firms, etc.
- c. Contact information for the primary contact person, including email/phone number.

2. Relevant Project Experience

Provide an overview of the Respondent and each Team member's experience in the development of projects similar to what is requested in this solicitation. Include the following information for the past five (5) years for the Respondent and each team member, as applicable:

- a. List of substantially complete transformative housing redevelopment projects including a mix of incomes (including market rate), a mix of uses, and investments in public community amenities. Choice Neighborhood housing projects and/or other neighborhood transformational housing projects are acceptable. Detail the client name; unit and subsidy mix; total cost, cost per unit; sources of financing; investor name and equity raise; start and completion dates. Describe how the example demonstrates a successfully implemented transformation project; how the project engaged residents, community members, and stakeholders; and how the project achieved established measurable outcomes. Please also denote any relevant experience with the Indiana Housing and Community Development Authority (IHCDA), as applicable.
- b. Describe experience with affordable housing and/or mixed-income property management, including the management of market rate units and the total number of units currently managed. Please include experience working on projects in the State of Indiana as well as experience partnering with housing authorities on redevelopment projects.
- c. Describe experience working with a diverse group of residents and community stakeholders to collaborate on project vision and strategic direction, and to ensure that resident and community input is sought and incorporated throughout the life of the project.

3. Key Staff Experience

Provide profiles of key staff for the respondent and each key team member that would be providing services under this scope.

4. Proposed Roles and Key Business Terms

Provide a detailed narrative demonstrating the respondent's understanding of the steps, processes, and issues involved in implementing a multi-phase project of this scope and magnitude.

Provide Development Partner's proposed plans for involving HASB and other stakeholders, including the City of South Bend and Community Foundation of St. Joseph County, throughout the planning and implementation of the redevelopment effort, including the proposed roles and responsibilities for both HASB and the Development Partner.

Provide Development Partner's proposed plan for resident and community engagement throughout the project period, including incorporating feedback into the project plan.

Provide initial proposed business terms as a starting point for negotiations, understanding HASB's intent to play a significant role in implementation:

- a. HASB proposed share (%) of total Developer Fee by phase
- b. HASB proposed share (%) of total Predevelopment Costs.
- c. Development Partner commitments to obtain other development funding sources
- d. Development Partner commitment to including project and construction management expenses within their developer fee.
- e. Development Partner commitment to include HASB in all financing solicitations and approvals
- f. Development Partner commitment to incorporate HUD Form 5370 C, General Conditions for Non-Construction Contracts (see Attachment II) into the resulting MDA without exceptions, if selected.
- g. Development Partner commitment to participate in the furtherance of a community-led planning effort and honor the priorities, preferences, and high-level strategies of the resulting plan. Any departure from priorities, preferences, or strategies within this plan will be subject to HASB, City and Community Foundation of St. Joseph County approval and may require updates to residents and the broader community.

5. Financial Capacity

Provide three concurrent years of the Respondent's most recent audited or Certified Public Accountant prepared financial statements from each member of the Development Partner's team who will be providing any guarantees in connection with the development and operation of the project. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Financial statements should be placed in a separate sealed envelope marked "*Confidential.*"

6. DBE/MBE/WBE Experience and Participation Plans

- a. Describe Respondent’s experience with DBE/MBE/WBE contracting on prior projects.

- b. Describe Respondent’s plans for maximizing DBE/MBE/WBE contracting for HASB projects.

7. Section 3 Plan

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. Describe respondent’s past experience with Section 3 hiring and other opportunities, as well as DBE/MBE/WBE contracting on prior projects. Describe Respondent’s plans for maximizing Section 3, DBE/MBE/WBE contracting for HASB projects.

8. Required Certifications

Complete the certification forms provided in Attachment IV.

PART V- PROCUREMENT PROCESS

5.1 RFQ Contact

HASB Contracting Officer: Marsha Parham-Green

Address: 501 Alonzo Watson Dr, South Bend, IN 46601

Phone Number: (574) 235-9346

Email: mparham-green@sbhaonline.com

5.2 RFQ Schedule

RFQ Issued	August 22, 2024
Pre-Submission Conference	September 16, 2024 The pre-submission conference is not mandatory.
Deadline for Questions	September 18, 2024 All questions must be submitted in writing to the RFQ contact.

Deadline for Submission	<p>October 30, 2024</p> <p>Fax and e-mail copies will not be accepted. Any submissions received after the deadline will be considered non-responsive</p>
--------------------------------	--

5.3 Submission

Submit one original and five (5) copies in three ring binders on 8½ x 11 paper. Please include only one copy of the financial statements in a separate envelope marked Confidential. Include flash drive of the entire submission, excluding the financial statements, in Word or PDF (or compatible) electronic file format. These items should be delivered in a sealed package clearly marked: **“Development Partner Qualifications for Transformation of Western Avenue and HASB Select Sites”**

5.4 Evaluation and Award Process

HASB reserves the right to cancel this RFQ or to reject, in whole or in part, any and all submissions received in response to this RFQ upon its determination that such cancellation or rejection is in the best interest of HASB. HASB further reserves the right to waive any minor informality in any submissions received, if it is in the public interest. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFQ, shall be at HASB’s absolute sole discretion.

Qualifications received in response to this solicitation may be evaluated using a two-stage evaluation process. During Stage I of the evaluation process, firms will be evaluated and scored by an Evaluation Committee based on the Evaluation Criteria as described at the end of this section. HASB may decide to enter into negotiations with the highest-ranked firm at this point or, at HASB’s sole discretion, they may initiate a Stage II process.

During Stage II of the evaluation process HASB will allow firms that HASB has determined have a reasonable chance of being selected, to provide a presentation of their firm’s experience and capabilities and to clarify any questions the Evaluation Committee may have about their firm. After completion of Stage II interviews, the Evaluation Committee will re-evaluate each of the Stage II firms. HASB will then enter into negotiations with the highest-ranked firm from the Stage II evaluation.

If a contract cannot be negotiated with this firm, negotiations will be terminated. HASB will then initiate negotiations with the next highest-ranked firm. This procedure will continue until a mutually satisfactory contract has been negotiated.

HASB reserves the right to make no award or decline to enter into negotiations should it believe that no respondent to this RFQ will be capable of delivering the necessary level of services with acceptable terms and/or time period. HASB further reserves the right to forego Stage II of the evaluation process and enter into negotiations with the highest ranked firm from Stage I of the evaluation process. HASB may, in its sole discretion, determine that it will be in the best interest of HASB and/or the redevelopment project to contract with multiple firms through this solicitation process.

Contract award may be subject to approval by HASB Board and the United States Department of Housing and Urban Development (HUD), as applicable.

5.5 Evaluation Criteria

Each submission will be evaluated based on the Evaluation Criteria contained in the following table:

Evaluation Factor	Points
<p><u>Respondent and Team Experience</u></p> <p>The degree to which the respondent and its team demonstrates:</p> <ul style="list-style-type: none"> • Successful experience in the planning, redevelopment, financing, construction and management of transformative mixed-income (with market rate units), mixed-use redevelopment including Choice Neighborhood or similar transformative projects of comparable scope and complexity. • Cohesion of the team, as demonstrated by previous experience working together. 	25
<p><u>Relevant Project Experience</u></p> <ul style="list-style-type: none"> • Degree to which respondent demonstrates that the proposed key staff and team members have significant successful experience in their respective disciplines as required for the planning, development, and operation of developments of comparable size, scope, and complexity. • Respondent must have a minimum of one Choice Neighborhood or similar comprehensive neighborhood transformation project with a mix of incomes (including market rate units) and a mix of uses to be scored. 	20
<p><u>Methodology</u></p> <ul style="list-style-type: none"> • Degree to which the respondent demonstrates knowledge of the steps, processes, and issues involved in implementing a transformative redevelopment project. 	20

<u>Financial Resources and Financial Capacity</u> <ul style="list-style-type: none"> • Ability to obtain, structure, and implement financing for such projects. • The financial capacity as evidenced by financial statements, the firm's most recent audit and bank references, and the Development Partner's discussion of how it intends to honor all guarantees should the need arise. 	20
<u>DBE/MBE/WBE Experience and Participation Plans</u> Plan for meeting or fostering MBE/WBE/ SBE/DBE objectives as addressed in Section 4, item 6.	10
<u>Section 3 Plan/Requirements</u> Plan for meeting or fostering Section 3 objectives as addressed in Section 4, item 7.	5

PART VI GENERAL CONDITIONS

6.1 Conflict of Interest

- a. The respondent warrants that to the best of its knowledge, belief and, except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
 - i. Respondent may have an unfair competitive advantage; or
 - ii. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the Statement of Qualifications submission.

- b. The respondent agrees that if, after award, he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the HASB Contracting Officer. This shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. HASB may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.

- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the HASB Contracting Officer, HASB may disqualify the respondent.

- d. The provisions of this Section shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner shall be allowed to share any part of the contract awarded under this solicitation or to any benefit that may arise there from. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of HASB, no member of the governing body of the locality in which the project is situated, no member of the governing body in which HASB was activated, and no other public official of such locality or localities who exercises an respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing.
- h. HASB reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this Section.

6.2 Cost of Preparing the Statement of Qualifications

All costs incurred, directly or indirectly, in response to the Request for Qualifications shall be the sole responsibility of and shall be borne by the respondents.

6.3 Form of Contract

The acceptance of the proposed firm's offer for the services specified herein will be made by issuance of a duly authorized MDA. Respondents are cautioned to make no assumptions or accept any representations by a representative of HASB concerning the award until an MDA is negotiated and executed.

6.4 Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify HASB in writing specifying the regulation which requires alteration. HASB reserves the right to

accept any such alternation, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to HASB.

6.5 Non-Conformance to Conditions/Specifications/Scope of Services

Services will be inspected for compliance with specifications. Services not conforming to specifications may not be accepted at the firm's expense. Services not provided in accordance with the Scope of Services may result in the firm being found in default. In the event of default, all procurement cost may be charged against the firm. Any violations of these stipulations may result in the firm's name being removed from HASB's Statement of Qualifications mailing list.

6.6 Assignment of Transfer

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of HASB. Claims for sums of money due, or to become due from HASB pursuant to the contract, may be assigned to a bank, trust company or other financial institution. HASB is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting is attempted in the absence of the firm obtaining HASB's prior written consent the contract.

6.7 Availability of Records

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), HASB, and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices, papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

6.8 Patents, Licenses, and Royalties

The successful firm shall indemnify and save harmless the City of South Bend, HASB and their employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by HASB. If the vendor uses a design, device or material covered by letters, patent or copyright and understood that the proposal prices shall include all royalties or cost sing from the use of such design, device or materials involved in the work. Further, all residual rights to Patents, Licenses and Royalties (e.g. software and license to sue same purchased) shall revert to HASB at the end of the Agreement.

6.9 Permits and Licenses

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold the City of South Bend and HASB harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

6.10 Taxes

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold HASB harmless in every respect against tax liability

6.11 Advertising

In submitting a Statement of Qualifications, the firm and their consultants agree not to use the results as a part of any commercial advertising.

6.12 Insurance

- a. The selected firm shall maintain at its expense during the term of the Contract the following insurance.
 - i. Worker's Compensation Employer's Liability of \$500,000 per accident; \$500,000 each disease; and \$500,000 for each disease/each employee.
 - ii. Automobile Liability Insurance in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.
 - iii. Professional Liability Insurance in the amount of \$1 million.
 - iv. General Liability Insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

HASB shall be named as additional insured on all policies.

- b. The selected firm shall not hold the City of South Bend and HASB liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors while working on this Project. The firm agrees to hold the City of South Bend and HASB harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of HASB while acting within the scope of their employment.
- c. The insurance company covering the firm must be licensed to do business in the State of Indiana and have a Best's Guide rating of "A+" or higher.

6.13 Proof of Liability Insurance

The successful firm shall furnish to HASB a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with HASB. HASB and the City of South Bend must be listed as an additional insured.

6.14 Standards of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of its employee's competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

6.15 Removal of Employees

HASB may request the successful firm to immediately remove from assignment to HASB and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of Duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at HASB.

6.16 Supervision

The successful firm shall provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified consultant and one or more alternates shall be designated in writing to HASB prior to contract start. The firm or his designated representative shall be readily available to meet with HASB personnel. The successful firm shall provide the telephone numbers where its representatives) can be reached.

6.17 Performance Evaluation Meeting

The selected firm shall be readily available to meet with representatives of HASB weekly the first month of the contract and as often as necessary to resolve any and all performance problems identified at these meetings.

6.18 Disputes

- a. Issues Causing Protest: Any respondent which disputes the reasonableness, necessity, or competitiveness, of the terms and conditions of this solicitation or who has been adversely affected by a decision concerning a notice of intended or actual award, may file a written notice of protest with the contact person listed in the solicitation.
- b. Filing the Protest: The respondent must first advise the contact person listed in the solicitation in writing within 48 hours after receipt of the bid solicitation or intended or actual notice of award of their intent to file a formal written notice with the contact person listed in the solicitation.
- c. Content of Formal Written Notice: The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:
 - i) The name and address of the respondent filing the protest and an explanation of how his substantial interests have been affected by the bid solicitation or by HASB's notice of intended or actual award.
 - ii) A statement of how and when the respondent filing the protest received notice of the bid solicitation or notice of intended or actual award.
 - iii) A statement of all issues of disputed material fact. If there are none, the protest must so indicate.
 - iv) A concise statement of the ultimate facts alleged, as well as HASB's policies, which entitle the respondent filing the protest to relief.
 - v) A demand for relief the respondent deems themselves entitled.
 - vi) Any other information which the respondent contends is material
- d. Response to Protest: Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process, or award process will be stopped until the protest is resolved. The Contracting Officer may set forth in writing particular facts and circumstances which require continuance of the solicitation process without the above mentioned delay in order to avoid material increased costs or immediate or serious danger to health, safety or welfare. This written documentation will specifically detail the facts underlying the Contracting Officer's decision and will constitute final agency action.

- e. Resolution: The Contracting Officer may request such information pertaining to the matter, as he/she deems appropriate. Within seven (7) days of the date that the formal written protest is referred to him/her, the Executive Director will notify the Respondent making the protest his/her decision.

6.19 Federal, State, and Local Reporting Compliance

The firm shall provide such financial and programmatic information as required by HASB to comply with all Federal, State and local law reporting requirements.

6.20 Section 3 Clauses

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All Statement of Qualifications must also include a Compliance Plan for Section 3 requirements. (See Attachment III)

6.21 Project Personnel

Except as formally approved by HASB, the key Statement of Qualifications shall be for the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to HASB and approved by HASB in writing.

6.22 Payment

To the extent required and pursuant to the schedule of deliverables in accordance with the final Development Agreement negotiated by the parties HASB may make periodic payments for services provided as required under its agreement with the selected Developer/Development Team.

Payment made by HASB to the selected Developer/Development Team will be a form approved by HASB's Board of Commissioners. The invoice is to be sent to:

**Accounts Payable
Housing Authority of South Bend
501 Alonzo Watson Dr, South Bend, IN 46601**

Upon review and acceptance of the invoice, payment shall be due and payable within 30 days.

6.23 Notices

All written notices required to be given by either party under the terms of the contract resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to HASB shall be addressed as provided in the contract.

6.24 Cancellation

Irrespective of any default, hereunder HASB may also at any time at its sole discretion cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

6.25 Laws

The contract shall be governed by the laws of the State of Indiana and applicable federal law.

6.26 Contract Documents

Written contract documents will be prepared by HASB and the selected Developer Partner. Modifications may be adopted based on final negotiations and specific requirements of the contract under this RFQ.

6.27 Travel

All travel and miscellaneous expenses will be borne by the firm selected.

6.28 Contract Award

The Contract for the selected Developer/Development Team shall be subject to the approval of HASB's Board of Commissioners and may be subject to approval by the U.S. Department of Housing and Urban Development.

ATTACHMENTS

Attachment I – HUD Form 5369-B Instructions to Offerors Non-Construction

Attachment II – HUD Form 5370-C General Conditions for Non-Construction Contracts

Attachment III – Section 3 Clause

Attachment IV – Required Certifications:

- HUD Form 5369-A Representations, Certifications, and Other Statements of Bidders
- Limited Denial of Participation (LDP/Suspension or Debarment Status Certification)
- Non-Collusive Affidavit
- Identity of Interest Disclosure Certificate
- Schedule of Addenda
- Certification for Compliance with 2 CFR 200 Appendix II - General Provisions

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section 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. 1/31/2027)

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

Applicability. This form HUD-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 \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

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 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of 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
 - () 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.

(v) 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.
 - (i) 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 Brail 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 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. 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. 1/31/2027)

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

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

- 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.



Transforming Communities

**ECONOMIC OPPORTUNITIES
FOR
LOW & VERY LOW- INCOME PERSONS**

**Jobs for Residents
Section 3 Plan**

Updated January 1, 2022

CATHERINE D. LAMBERG
EXECUTIVE DIRECTOR
HASB

Table of Contents

Subject	Page
I. Purpose	3
II. Definitions	4
III. Goals for Section 3 Recipients & Section 3 Business Concerns	6
IV. Selection Priority for Section 3 Workers & Section 3 Business Concerns	8
V. List of Section 3 Compliance Documents to be submitted with Bid ..	10
VI. Section 3 Equal Opportunity Plan (EOP)	11
VII. Section 3 Contract Compliance	12
VIII. Complaint Procedure	13
IX. Attachments	14

NOTICE OF SECTION 3 REQUIREMENTS

Please read the attached Section 3 Plan very carefully. Your cooperation is appreciated. It is your responsibility, as proposed bidder/responder, to assure compliance with the following procurement provisions. Non-compliance will result in the rejection of submitted bids or proposals.

If there are any questions regarding Section 3 requirements, please contact:

**Housing Authority of South Bend
501 Alonzo Watson Drive
South Bend, Indiana 46601
(574) 235-9346**

Section 3 Coordinator

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

Leslie Gogins
Development Assistant
Lgogins@sbhaonline.com

SECTION 3 PLAN

I. PURPOSE

Section 3 is a means to foster local economic development, neighborhood economic improvement, and individual self-sufficiency through housing and community development projects funded whole or in part by the Federal Department of Housing and Urban Development (HUD). Section 3 of the HUD Act of 1968 as amended by the Housing and Community Development Act of 1992, states that it is the policy of Congress and the intent of this section to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low- income persons.

Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses related to Public Housing modernization, operations, and development. In the event Section 3 covered project expenditures generate economic opportunities, these economic opportunities (i.e., new employees/subcontractors) must be directed (i.e., give preference) to qualified Section 3 and/or Targeted Section 3 Workers (residents) and Section 3 business concerns.

The purpose of Section 3 preferences is to be results oriented by: 1) encouraging business concerns that are not major sources of employment for low-income persons to increase their employment of these persons when economic opportunities arise from HUD financed construction related projects; and 2) promoting the growth of "profit-making" enterprises owned by low-income persons that substantially employ low-income persons with Section 3 contract awards.

II. DEFINITIONS

Employment Opportunities - With respect to Section 3 covered housing assistance, this term means all employment opportunities arising in connection with this Section 3 covered project including management and administrative jobs. Management and administrative jobs include architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, for example, construction manager, relocation specialist, payroll clerk, etc.

Fulltime - A position that is temporary, seasonal, or permanent that requires at least 1750 hours of employment on an annual basis.

Metropolitan Area - A metropolitan statistical area (MSA), as established by the Office of Management and Budget. The entire geographic area encompassed by the political boundaries of the County of St. Joseph has been defined as the South Bend MSA for this Section 3 Plan. South Bend, St. Joseph County is part of the South Bend–Mishawaka, IN-MI, Metropolitan Statistical Area.

Neighborhood Area - Has the same meaning as defined in 24 CFR 570.204(c)(1); that is [1] a geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other documents as a neighborhood, village or similar geographic designation; or [2] the entire jurisdiction of a unit of general local government which is under 25,000 population; or [3] a neighborhood, village or similar geographical designation in a new community.

Lowest Responsive Bid - An acceptable bid with the lowest price that meets the minimum requirements and specifications.

Responsible Bidder - A bidder, who, at the minimum, is licensed, bonded, insured, capable and reliable.

Section 3 Worker – (Housing and Community Development Financial Assistance) – {includes RAD, CDBG and Home Funds} any worker who currently meets (or) when hired within the past five years, meet at least one of the following [1] low- or very low-income, as established by HUD’s income limits; [2] employed by a Section 3 business concern or [3] the worker is a Youthbuild participant.

Targeted Section 3 Worker – (Public Housing Financial Assistance) – {includes operating and capital funds} a Section 3 Worker who [1] is employed by a Section 3 business concern; (or) a worker who currently or within the past-five years as documented is: [2] a resident of Public Housing or Housing Choice Voucher program (Section 8); [3] a resident of other public housing projects or Section 8 assisted housing managed by the PHA; [5] a current Youthbuild participant.

Labor Hours – hours worked by all employed with public housing financial assistance in a PHA’s fiscal year.

Benchmarks (Labor Hour Benchmarks) – HUD regulated and used to reflect and monitor grantees’ abilities to direct job opportunities that are generated by HUD financial assistance to Section 3 and Targeted Section 3 workers. Benchmarks are set by Federal Register Notice and amended periodically to align with reporting data HUD receives. The New Benchmark: [1] 25% or more of the total number of labor hours worked by all workers in the recipient’s (PHA’s) fiscal year are Section 3 Workers and [2] 5% or more of the total number of labor hours worked by all workers in recipient’s fiscal year are Targeted Section 3 Workers.

Section 3 Business Concern – A business concern meeting at least one of the following criteria, documented within the last six-month period: [1] at least 51% owned and controlled by low or very low-income persons [2] over 75% of labor hours performed for the business over the three-month period are performed by Section 3 workers [3] at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.

Section 3 Projects - any 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 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 Covered Contract - A contract or subcontract (including a professional service contract, such as for architectural or engineering services) awarded by the Housing Authority or contractor/subcontractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with this Section 3 covered project. This definition does not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, that contract constitutes a Section 3 covered contract.

Service Area - The geographical area in which the persons benefiting from this Section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which this Section 3 covered assistance is expended. **Skilled Position** - A position requiring knowledge, experience, or license in a particular trade or craft.

Unskilled Position - A position that is entry level and does not require any substantial experience or knowledge beyond the high school level.

HUD Youthbuild Program - Programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended, and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very, low-income families.

III. GOALS FOR SECTION 3 RECIPIENTS AND SECTION 3 BUSINESS CONCERNS

Contractors and subcontractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the goals set forth herein for providing training, employment, and contracting opportunities to Section 3 and Targeted Section 3 Workers (residents) and Section 3 Business Concerns. The goals for hiring and contracting established below represent the targets for a Section 3 covered contract (contractor or subcontractor). The goals are not set asides and quotas but constitute a "safe harbor" for contractors and subcontractors on the matter of compliance with Section 3.

In evaluating compliance under this Section 3 Plan, a contractor or subcontractor that has not met the goals described below has the burden of demonstrating why it was not feasible to meet the goals identified in the Section 3 Plan. Such justification may include statements regarding impediments encountered despite actions taken. In addition, to further demonstrate efforts taken to meet the goals, a contractor/subcontractor can indicate other economic opportunities provided to Section 3 workers or Section 3 business concerns as outlined on page 4 of **Attachment "A"**.

- A. Employment and Training Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers, as described in the following order of priority:
 - (i) To residents of the public housing projects for which the public housing financial assistance is expended;
 - (ii) 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;
 - (iii) To participants in Youthbuild programs; and
 - (iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

- B. Contracting Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers, as described in the following order of priority:
 - (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
 - (ii) 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;
 - (iii) To Youthbuild programs; and

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

Employment, Training, and Contracting Goals

A. SAFE HARBOR COMPLIANCE

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

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

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

B. SAFE HARBOR BENCHMARKS

HASB has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.9 - for public housing financial assistance or 24 CFR Part 75.19 - for housing and community development financial assistance. The safe harbor benchmark goals are as follows:

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

$$\text{Section 3 Labor Hours/Total Labor Hours} = 25\%$$

And

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

$$\text{Targeted Section 3 Labor Hours/Total Labor Hours} = 5\%$$

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than

once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, **HASB** will review and update the Section 3 Plan every 3 years, as needed.

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

IV. SELECTION PRIORITY FOR SECTION 3 WORKERS AND SECTION 3 BUSINESS CONCERNS

A. Selection Priority for Section 3 Workers in Training and Employment

Contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 workers in the order of priority outlined below:

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

A Section 3 worker seeking the preference in training and employment provided by this part shall certify, or submit evidence to the contractor or subcontractor, as needed. **Attachment "B"** must be filled out by potential Section 3 workers (residents) seeking the preference in training and employment outlined in the Section 3 Plan.

Attachment "B" self-certification will be one of the methods used by Housing Authority, contractors, and subcontractors to confirm eligibility for Section 3 preference. Should said certification come into question or not be appropriate due to the type of Section 3 worker (i.e., public housing tenant), Housing Authority and contractors and subcontractors may request other evidence of eligibility for the preference, such as evidence of receipt of public assistance or evidence of participation in a public assistance program. **Attachment "B"** for each Section 3 worker (resident) must be submitted no later than the commencement of work under the contract. Should a contractor submit a bid and be awarded a contract predicated on labor hours for Section 3 and/or Targeted Section 3 workers (residents) and does not provide evidence prior to commencement of work that this requirement was met, the contractor may

be deemed by the Housing Authority to be in non-compliance of federal requirements and therefore, in breach of contract and subject to contract rescission.

(Please note that nothing in the Section 3 Plan shall be construed to require the employment of a Section 3 and/or Targeted Section 3 worker (resident) who does not meet the background and qualifications of the position to be filled.)

B. Selection Priority for Section 3 Business Concerns in Contracting

Contractors and subcontractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the order of priority outlined below:

1. To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
2. 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;
3. Applicants selected to carry out HUD Youthbuild programs; and
4. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

The form provided as **Attachment "C"** must be used by contractors and subcontractors to obtain certification as a Section 3 business concern and to seek the preferences in contract or subcontract award provided in this Section 3 plan. This attachment, along with the required documentation, must be submitted by the **bid deadline**. Once certified by the Housing Authority, businesses are only required to submit documentation annually to maintain certification as a Section 3 business concern. The Housing Authority will publish a list of current certified Section 3 business concerns on its website at www.hasbonline.com

V. LIST OF SECTION 3 COMPLIANCE DOCUMENTS TO BE SUBMITTED WITH BID (CONTRACTS OVER \$200,000)

Attachment A - Section 3 Economic Opportunity Plan

Attachment C - Section 3 Business Concern Certification

Attachment F - Resident Employment/Business Utilization Bidder's Certification

(**Attachments A, C, and F** must be satisfactorily completed as part of an acceptable bid. These Attachments provide important information as to the bidder's Section 3 strategy.)

VI. SECTION 3 EQUAL OPPORTUNITY PLAN (EOP)

All bidders on contracts over \$200,000 must complete the Section 3 EOP (Attachment "A") and return it with your bid. Part of the Section 3 EOP requires bidders to complete a preliminary statement of your workforce needs for the activity, broken out by trade for all skilled, semi-skilled, and unskilled labor and trainee categories, regardless of if labor hours will be generated. This statement should include the anticipated workforce needs of any subcontractor you intend to use where this is known; where this is known, this information should be obtained from the subcontractor before any subcontract is awarded.

If your firm is selected for a contract that will generate economic opportunities as a result of a Section 3 covered project, you will be required to meet appropriate goals for selecting Section 3 area residents/businesses to fill the project workforce needs. Furthermore, if your firm is awarded a contract but fills its new positions with non-Section 3 area residents/businesses prior to the signing of a contract, you must be prepared to demonstrate that this was not done to circumvent these requirements. If Section 3 requirements are purposely circumvented as a means to acquire an award, the project contract will be deemed null and void.

In meeting these low-income resident employment requirements, contractors and subcontractors may wish to consider using the employment/job development services of the agencies listed below as well as other agencies and centers that serve the economically disadvantaged within the project area:

Indiana Department of Workforce Development (DWD) - (800) 457-8283

Housing Authority of South Bend – Resident Initiatives - (574) 235-9346 Ext. 258

City of South Bend Small Business Development Center - (574) 233-0311

The Housing Authority can provide names of qualified Section 3 residents who are public housing tenants and homeless, respectively.

Contractors will also be required, to the greatest extent feasible, to award subcontracts to business firms located in or owned in substantial part by residents of the project area. If your company should be awarded a Section 3 covered contract under this project, you will be required to give notice to all labor organizations with which you have an agreement that you have made this commitment. This notice should also be posted at your place of business and at the job site. A sample notice of this type is provided for your reference in this section.

In order for your bid to be acceptable under this provision, you should be certain that you understand the attached Section 3 clause (**Attachment "D"**) which is to be inserted in all Section 3 covered contracts and subcontracts. This clause commits the contractor to provide, to the greatest extent feasible, training and employment opportunities to lower-income residents living in the project area. A low-income resident is defined by their household annual gross income and household size (**Attachment "E"**). The Resident Employment Bidder's Certification Form (**Attachment "F"**) states you understand this Section 3 requirement.

VII SECTION 3 CONTRACT COMPLIANCE

Minimum compliance with Section 3 is determined by meeting goals for training and contracting by contractors and subcontractors for Section 3 covered projects. In evaluating compliance under Section 3, a contractor or subcontractor that has not met the appropriate goals has the burden of demonstrating why it was not feasible to meet the goals described in the Section 3 Plan. This would include documentation that every feasible attempt was made to notify, encourage and facilitate job and contracting opportunities to Section 3 residents and business concerns.

The written records of Section 3 covered project contractors and subcontractors will be reviewed by the Housing Authority as a means of establishing compliance or non-compliance with Section 3 requirements. Contractors and subcontractors who receive Section 3 contracts found to be in non-compliance will be deemed to be ineligible for future Section 3 covered projects for a minimum period of 24 months from the date deemed to be in non-compliance.

Attachment "H" identifies a form that is required for actual labor hours created in connection with assisted section 3 projects. Satisfactory submission of **Attachment "H"** with each request for payment is a prerequisite in order for Housing Authority to authorize payment on a Section 3 covered project.

Attachment "I" identifies acceptable methods that, when documented, demonstrate compliance with Section 3.

Attachment "J" identifies a sample notice for project area resident employment commitment.

Attachment "K" provides a sample description of job categories connected with Section 3 covered projects.

Note: Labor Union Relationships and Section 3 Some contracting firms choose to enter into business agreements with labor unions. These agreements may sometimes appear to be inconsistent with Section 3 requirements. However, it is important to note that labor union agreements do not take precedence over laws established by the federal government of the United States. In other words, it would not be correct for labor unions to suggest that their signatories not comply with federal regulations when such regulations are incompatible with the terms of the union-signatory agreement.

VIII COMPLAINT PROCEDURE

A complaint may be filed alleging a violation of Section 3 requirements. They may be filed by Section 3 residents and Section 3 business concerns. Complaints are investigated by HUD and where appropriate, voluntary resolutions are sought. Those grievances that are not resolved voluntarily can result in an administrative hearing.

A complaint should be written upon the enclosed complaint register (Attachment "L").

Complaints should be filed with the Housing Authority and, if warranted, may be appealed to the Area Office of HUD (IN Area) or Washington D.C. HUD.

Addresses:

1. Housing Authority of South Bend Development Director 501 Alonzo Watson Drive, South Bend, IN 46601 [574] 235-9346
2. HUD IN Area Office, Region V Director, Fair Housing and Equal Opportunity U.S. Dept. of Housing and Urban Development 575 North Pennsylvania Street, Suite 655 Indianapolis, IN. 46204 (317) 957-7383
3. HUD Washington Assistant Secretary, Fair Housing and Equal Opportunity Room 5100, Dept. of HUD 451 Seventh St., S.W. Washington, D.C. 20410-2000 (202) 708-2251

IX. ATTACHMENTS

Attachments:

A - Section 3 Economic Opportunity Plan

B - Section 3 Certification of Residency (Must be submitted prior to commencement of work)

C - Section 3 Business Concern Certification (Part of Bid Submission)

D - Section 3 Clause

E - Section 3 Resident Family Income Limits

F - Resident Employment/Business Utilization Bidder's Certification Form
(Part of Bid Submission)

H - Actual Labor Hours in Connection with Section 3 Covered Projects.
(To be Submitted with Each Payment Request)

I - Examples of Efforts to Offer Training & Employment Opportunities to Section 3 and/or Targeted Section 3 Workers (Residents)

J - Sample Notice for Project Area Resident Employment Commitment

K - Sample Description of Job Categories for Section 3 Plan

L - Complaint Register

SECTION 3 ECONOMIC OPPORTUNITY PLAN

Date: _____ Project Name: _____

Name of Bidder/Organization: _____

Address of Bidder/Organization: _____

Contact Person/Title: _____ Contact's Title: _____

Project Address: _____

A. Economic Opportunities for Local Businesses and Lower Income Persons

Preliminary Statement of Projected Workforce Hours

Entity	Total # of Labor Hours Needed to Complete This Project	Total # of Labor Hours to be completed by Section 3 Workers (not targeted)	Total # of Labor Hours to be completed by Targeted Section 3 Workers
General Contractor			
Subcontractors			
Totals			

B. Business Concerns to Be Hired

Will subcontractor(s) be needed to complete this project? Yes ___ No ___ N/A ___

(Note: If your firm does not plan to hire subcontractors/vendors who install materials on the construction site of this project please state N/A.)

This Item to be Submitted with Bid

ATTACHMENT "A"

List subcontractors and vendors who install materials on the construction site you plan to use regardless of contract amount (specify trade, name, license number and phone number).

Trade	Name	License #	Phone	Section 3?

C. If the Benchmarks are projected to not be met, report below on efforts to meet the benchmark:

1. Outreach efforts to generate job applicants who are Targeted Section 3 workers:

2. Training or apprentice opportunities:

3. Job fairs:

4. Outreach to identify and secure bids from Section 3 Business Concerns, including technical assistance:

Submit Prior to Commencement of Work
ATTACHMENT "B"

SECTION 3 CERTIFICATION OF RESIDENCY FORM

This form is to be completed by the public housing resident (or) low- or very low- income person who lives in the area of the Section 3 Covered Project and who has a household income that does not exceed HUD's income limits as described below.

All persons claiming Section 3 Resident status must complete this form in order to comply with Section 3 reporting requirements of the Housing and Urban Development Act of 1968.

PART I: EMPLOYEE INFORMATION (to be completed by Section 3 Resident)	
Name:	Check all that apply: Live in public housing HUD Youth Build Program participant Income qualified non-public housing resident Section 8 participant Recipient of other federal assistance Specify type: _____
Address:	
Public Housing Site of Residence:	
Phone Number:	Email Address:

Registered apprentice: YES ___ NO ___ If yes what level: _____ (Attach the Department of Labor Issued Apprentice Certificate)

PART II: INCOME INFORMATION (to be completed by Section 3 Resident)

Find the line that corresponds to the number of people in your household. If the annual household income of your home is within or below the range shown for the number of people in your household, you qualify as a Section 3 Worker. Check the column accordingly. Public housing residents qualify regardless of if they meet the below income requirements.

Income Eligibility Guideline (FY 2022 South Bend, IN HUD Income Limits)

Number in Household	Low Income	Check
1	\$35,500	
2	\$40,550	
3	\$45,600	
4	\$50,650	
5	\$54,750	
6	\$58,800	
7	\$62,850	

The undersigned declares that the above information is true and correct.

Employee/Section 3 Resident Signature: _____ **Date:** _____

PART III: EMPLOYER AND PROJECT INFORMATION (to be completed by Contractor/Vendor)		
Company Name:	Contract No:	Project Name and Location:
PART IV: EMPLOYMENT VERIFICATION (to be completed by Contractor/Vendor)		
Position Title:	Hire Date:	End Date:
Benefits:	Number of Hours Per Week:	Total Number of Hours Worked:
Permanent YES NO Temporary YES NO	Hourly Rate:	Employee Social Security No.:

Your signature below validates the entries completed in parts III and IV as true and correct, based on your payroll records and personnel file.

Name: _____ **Signature** _____ **Date** _____

The undersigned swears that the foregoing statements are true and correct and understands that false statements may initiate action under Federal or State laws concerning false statements

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

The undersigned acknowledges by this certification its understanding that the project is subject to the Section 3 Plan which warrants that employment and other economic opportunities generated by certain United States Department of Housing and Urban Development (HUD) financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of assistance for housing.

In reliance of that said warranty, any intent by a firm to claim the preference to be given to business concerns providing economic opportunities to low- or very low-income persons is hereby certified by the undersigned by virtue of any applicable statements selected below:

- The firm is at least 51% owned and controlled by low or very low-income persons
- Over 75% of labor hours performed for the business over the prior three-month period are performed by Section 3 workers
- The firm is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing

** Under the New Rule, Section 3 Businesses can no longer receive IFB Bid Preference. However, PHAs and other recipients must make their best efforts to contract with Section 3 Businesses in a priority order (24 CFR Part 75.9 and 75.19) While the numerical goals for Section 3 Business contracting are eliminated, maintaining a Section 3 Business Registry and contracting with Section 3 Businesses remains important to meet the benchmark labor hours required in the New Rule. (Source: <https://hnapa.org/1-starchapter.com>)

Please attach the following documentation as evidence of status:

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

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

For business entity as applicable:

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

For business claiming Section 3 status based on 75% or more of their labor hours performed by Section 3 and/or Targeted Section 3 Workers (OR) were Section 3 eligible residents within 5 years of date of first employment with the business:

List of all current full-time employees and total labor hours

Housing Authority residential lease less than 5 years from day of employment

List of employees claiming Section 3 status and total number of Section 3 / Targeted Sec. 3 labor hours (should equal to 75% for Sec. 3)
Other evidence of Section 3 status less than 5 years from date of employment

The undersigned swears that the foregoing statements are true and correct and understands that false statements may initiate action under Federal or State laws concerning false statements.

Signature: _____

Date: _____

Title: _____

Print Name: _____

Name of Firm: _____

Business Address: _____

Phone: _____

Business License Number: _____

Contractor's License Number: _____

**SUBMIT WITH BID
ATTACHMENT "C"**

SECTION 3 PROVISIONS*

- A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and 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 requires that the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of their commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

* To be inserted into every subcontract for work.

ATTACHMENT "D"

Section 3

**RESIDENT FAMILY INCOME LIMITS
SOUTH BEND METROPOLITAN STATICAL AREA**

(FY 2022 Median Family Income = \$78,000)

Income Based on Household Size

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low Income	\$43,700	\$49,950	\$56,200	\$62,400	\$67,400	\$72,400	\$77,400	\$82,400
Very Low Income	\$27,300	\$31,200	\$35,100	\$39,000	\$42,150	\$45,250	\$48,400	\$51,500

ATTACHMENT "E"

**RESIDENT EMPLOYMENT/BUSINESS
UTILIZATION BIDDERS CERTIFICATION**

Name of Company: _____

Address: _____

Project Title: _____ Project Number: _____

This is to certify that I have read and understand the resident employment/business utilization requirements that apply to the above cited project, said requirements being known as the Section 3 Clause found in 24 CFR 135 and that the _____ is under no contractual
(name of company)
restrictions or other disability which would prevent it from complying with said requirements.

Signature of Company Officer: _____

Print Name: _____

Title of Officer: _____

Date: _____

**SUBMIT WITH BID
ATTACHMENT "F"**

MONTHLY SECTION 3 REPORT

Instructions for Completion

Project Name and Number: _____

Prime Contractor Report Must Include Total Labor Hours for all Sect. 3 Qualified Employees and Report Cumulative Fiscal Year (July - June) to Date Information

Part I : Employment and Training Opportunities

- Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.
- Column B:** Enter the number of total labor hours for each category of workers identified in **Column A** in connection with this project. "Total Labor Hours Worked" are all hours worked by employees, or employees of contractors, funded by covered funds (public housing operating or capital).
- Column C:** Enter the number of Section 3 Labor Hours Worked for each category of workers identified in **Column A** in connection with this project. "Section 3 Labor Hours Worked" are the subset of the total hours worked by a Section 3 Worker (generally low or very low-income at time of hire).
- Column D:** Enter the number of Targeted Section 3 Labor Hours Worked for each category of workers identified in **Column A** in connection with this project. "Targeted Section 3 Labor Hours Worked" are the subset of **Column C** that are hours worked by recipients of housing assistance, and other criteria.
- Column E:** Please mark a selection for **Column E** based on HUD Labor Hour Benchmark Goals

EMPLOYMENT & TRAINING OPPORTUNITIES
Prime Contractor Report Must Include Total Labor Hours for all Section 3
Subcontractors

Project Name and Number: _____

Contractor Name & Address: (Street, Housing Authority, State, Zip):	License Number:	Dollar Amount of Contract:
	Contact Person:	Phone: (Include Area Code)
	Reporting Period:	Date Report Submitted:

Part I: Employment and Training (Include Labor Hours in columns B, C, & D.)**

A	B	C	D	E**
Job Category	Total Number of Labor Hours	Number of Labor Hours worked by Section 3 Worker(s)	Number of Labor Hours Worked by Targeted Section 3 Worker(s)	Did the reporting agency meet the Safe Harbor Benchmark Goal? (Y/N)
Professionals				
Technicians				
Office/Clerical				
Construction by Trade (List)				
Trade:				
Trade:				
Trade:				
Trade:				
Trade:				
Other (List)				
Total				Yes / No

SUBMIT MONTHLY
ATTACHMENT "H"

Part II: Summary - Cumulative to Date Reporting Required

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

_____ Attempted to recruit low-income residents through: contacting Housing Authority Resident Initiatives, local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which this Section 3 covered project is located, or similar methods.

_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 Residents.

_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 Business Concerns.

_____ Other; describe below or on additional attached pages if required.

**SUBMIT MONTHLY
ATTACHMENT "H"**

Following are acceptable methods that, when documented, demonstrate compliance with Section 3:

Efforts to Offer Training and Employment Opportunities to Section 3 and Targeted Section 3 Workers (residents) That Demonstrate Compliance with the "Greatest Extent Feasible" Requirement of Section 3.

- (1) Consulting with State and local agencies administering training programs funded through WIA, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 and Targeted Section 3 Workers for a contractor's or subcontractor's training and employment positions.
- (2) Advertising the jobs to be filled through the local media.
- (3) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably a Section 3 Business Concern) that will undertake efforts to match eligible and qualified Section 3 and Targeted Section 3 Workers with the training and employment positions that the contractor intends to fill.
- (4) Establishing training programs, which are consistent with the requirements of the Department of Labor, for Section 3 and Targeted Section 3 Workers in the building trades.
- (5) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to housing developments where category 1 or category 2 persons reside.
- (6) Entering into "first source" hiring agreements with organizations representing Section 3 and Targeted Section 3 Workers.
- (7) Contacting resident council, resident management corporations, or other resident organizations, where they exist, in the housing developments where category 1 or category 2 persons reside, to request the assistance of those organizations in notifying residents of the training and employment positions to be filled.
- (8) Sponsoring a job informational meeting to be conducted at a location in the housing developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
- (9) Arranging assistance in conducting job interviews and completing job applications for residents of the housing developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
- (10) Arranging for a location in the housing developments where category 1 or category 2 persons reside, or the neighborhood or service area of the project, where job applications may be delivered and collected or where job interviews can be conducted.
- (11) Where there are more qualified Section 3 and Targeted Section 3 Workers than there are positions to be filled, maintaining a file of eligible qualified Section 3 and Targeted Section 3 Workers for future employment positions.
- (12) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 and Targeted Section 3 Workers previously hired by for employment opportunities.

ATTACHMENT "I"
Continued

Efforts to Award Contracts to Section 3 Business Concerns That Demonstrate Compliance with the "Greatest Extent Feasible" Requirement of Section 3.

- (1) In determining that responsibility of potential subcontractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending subcontract.
- (2) Contacting business assistance agencies, minority contractors' associations and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- (3) Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to the bid invitations or request for proposals.
- (4) Following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- (5) Coordinating pre-bid meetings at which Section 3 Business Concerns could be informed of upcoming contracting and subcontracting opportunities.
- (6) Advising Section 3 Business Concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (7) Arranging solicitations, times for presentations of subcontract bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Business Concerns.
- (8) Where appropriate, breaking out subcontract work items into economically feasible units to facilitate participation by Section 3 Business Concerns.
- (9) Advertising subcontracting opportunities through trade association papers and newsletters, and through other local media, such as newspapers of general circulation.
- (10) Developing a list of eligible Section 3 Business Concerns.

Providing Other Economic Opportunities

Contractors and subcontractors are encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3 covered assistance.

Other Training and Employment Related Opportunities: These include, but need not be limited to, use of trainee positions to fill vacancies; and hiring Section 3 and/or Target Section 3 Workers in part-time positions.

Other Business-Related Economic Opportunities: Such opportunities include, but are not limited to, the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from Housing Authority resident-owned businesses, and purchase of materials and supplies from Public Housing Authority resident-owned businesses.

ATTACHMENT "I"

SAMPLE NOTICE OF PROJECT AREA EMPLOYMENT COMMITMENTS

INSTRUCTIONS

The Section 3 Project Area Employment regulations require that a notice similar to this sample be sent by all firms awarded a contract on this project to any labor organizations with which it has a collective bargaining agreement or other agreement or understanding. If awarded a contract, you will be required to submit a notice of this type and to post it in a prominent place available to your employees. This notice should be retyped on your company's letterhead.

S A M P L E

TO WHOM IT MAY CONCERN:

The *(NAME OF COMPANY)* has entered into an agreement with the Housing Authority for work to be performed at *(SITE OF WORK)*. This project is funded in part by the U.S. Department of Housing and Urban Development (HUD) and as such is subject to the terms of Section 3 of the Housing and Urban Development Act of 1968, 12 USC 1701u. As a contractor or subcontractor on this project, and pursuant to the provisions of Section 3, the *(NAME OF COMPANY)* is committed to utilizing Section 3 and/or Target Section 3 Workers (residents) within the covered project area as employees and trainees to the greatest extent feasible. In addition, the *(NAME OF COMPANY)* will utilize to the greatest extent feasible business concerns located in or owned in substantial part by Section 3 and/or Target Section 3 Workers in the covered project area.

It is the intention of the *(NAME OF COMPANY)* to fulfill its obligations under Section 3.

Signature of Authorized Company Representative

ATTACHMENT "J"

SAMPLE DESCRIPTION OF JOB CATEGORIES FOR SECTION 3 PLAN

Officials/Managers - Occupations requiring administrative personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operation. Includes: officials, executives, middle management, plant managers, superintendents, salaried foreman.

Professionals - Occupations requiring either college graduation or experience of such kind that provides a comparable background. Includes: accountants, chemists, architects, engineers, personnel workers, registered nurses, teachers, lawyers, auditors.

Technicians (Para-professionals) - Workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work which can be obtained through about two years of post-high school education or through equivalent on-the-job training (e.g., computer programmers, draft persons, engineering aides, junior engineers, nurses, nurse's aides, assistants, surveyors, buyers).

Sales - Occupations engaging wholly or primarily in direct selling (e.g., advertising agents, brokers, sales clerks).

Office/Clerical - Includes all clerical-type work regardless of level of difficulty (e.g., bookkeepers, office clerks, typists, telephone operators, non-management).

Skilled Craft Workers - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work (e.g., auto attendants, laundry operators, truck drivers).

Operatives (Semi-skilled workers) - Workers who operate machines or processing equipment or perform other factory-type building trades, truck drivers).

Laborers (Unskilled workers) - Workers in manual occupations which generally require no special training (e.g., laborers, helpers, car washers, gardeners, elevator operators).

Service Workers - Workers in both protective and non-protective service occupations (e.g., police, firefighters, guards, waiters, waitresses, porters).

Apprentices/Trainees - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered and apprenticeship, regardless of whether the program is registered with a Federal or State agency).

ATTACHMENT "L"

Complaint Register

Under Section 3 of the Housing
And Urban Development Act of 1968

U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0043 (revised)
(Expires 11/30/2018)

Instructions: This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

1. Complainant Information:	
Name of Complainant (Person or organization)	Home Phone
Street Address	Work Phone
City, State, Zip code	
Email Address:	
2. You are: (check all that apply)	
<input type="checkbox"/> Low/Very Low Income Person	<input type="checkbox"/> Section 3 Business
<input type="checkbox"/> Public Housing Resident	<input type="checkbox"/> A Representative of a Section 3 Business
<input type="checkbox"/> HUD Youthbuild Participant	<input type="checkbox"/> Other: _____
<input type="checkbox"/> A Representative of any of the above listed individuals (Such as: a Low-Income Person or Public Housing Resident)	
3. Basis for alleged noncompliance with Section 3:	
<input type="checkbox"/> Denied Training <input type="checkbox"/> Denied Employment <input type="checkbox"/> Denied Contracting <input type="checkbox"/> Other (see below in item 6)	
4. Complaint is against: (check one or more boxes)	
<input type="checkbox"/> Recipient of HUD Funds (Such as: as a PHA, city/county agency, etc.) <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Other (please specify): _____	
5. Who is this complaint being filed against?	
Name of agency, organization, or company:	Business Phone
Street Address	
City, State, Zip code	
Name and identify others (if any) who allegedly violated Section 3 in this case:	

6. How did the HUD recipient, contractor, or subcontractor violate the requirements of Section 3?
 (Check all that apply – provide documentation, if available)

HUD Recipient	Contractor and/or Subcontractor
<input type="checkbox"/> Failed to notify Section 3 businesses about contracting opportunities <input type="checkbox"/> Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts <input type="checkbox"/> Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities <input type="checkbox"/> Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36 <input type="checkbox"/> Failed to award contracts to Section 3 businesses <input type="checkbox"/> Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements <input type="checkbox"/> Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements <input type="checkbox"/> Failed to notify Section 3 residents about training and/or employment opportunities <input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities <input type="checkbox"/> Failed to select Section 3 residents for training or employment opportunities in accordance with the order of priority consideration set forth in 24 CFR 135.34 <input type="checkbox"/> Failed to hire Section 3 residents for new employment opportunities <input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3 <input type="checkbox"/> Other <hr/>	<input type="checkbox"/> Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3 <input type="checkbox"/> Failed to notify potential subcontractors about Section 3 requirements <input type="checkbox"/> Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause <input type="checkbox"/> Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause <input type="checkbox"/> Failed to ensure that its subcontractors complied with Section 3 <input type="checkbox"/> Failed to train and/or hire Section 3 residents for new employment opportunities <input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34 <input type="checkbox"/> Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause <input type="checkbox"/> Failed to award subcontracts to Section 3 businesses <input type="checkbox"/> Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34 <input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3 <input type="checkbox"/> Other <hr/>

7. When did the act(s) checked above occur? (Include the most recent date if several dates are involved):

_____ / _____ / _____
 Month Day Year

* The date of the last alleged violation or occurrence must be less than 180 days from the date of submission to HUD.

8. Project name or location where alleged violation occurred? (If applicable):

Project Name (if applicable): _____ Project Number: _____

Project Location: _____

Local Contracting Agency (LCA): _____

9. Identify the type of HUD funding used by the HUD funding recipient, organization, or contractor that this complaint is filed against: (Check all that apply)

<input type="checkbox"/> PIH Operating Subsidy	<input type="checkbox"/> Other PIH Assistance	<input type="checkbox"/> Neighborhood Stabilization Program (NSP) Assistance	<input type="checkbox"/> Section 811 Supportive Housing for the Disabled
<input type="checkbox"/> PIH Capital Fund Subsidy	<input type="checkbox"/> Community Development Block Grants (CDBG)	<input type="checkbox"/> Other Community Development Assistance	<input type="checkbox"/> Project Based Housing Vouchers
<input type="checkbox"/> Choice Neighborhood Initiative Grant	<input type="checkbox"/> HOME Investment Partnership Funding	<input type="checkbox"/> Lead-Based Paint	<input type="checkbox"/> Other HUD Housing Assistance
<input type="checkbox"/> HOPE VI Grant	<input type="checkbox"/> McKinney Homeless Assistance	<input type="checkbox"/> Section 202 Supportive Housing for the Elderly	<input type="checkbox"/> Other Covered HUD Funding

10. Description of act(s) or incident(s) involving alleged violation of Section 3:

Summarize what happened? Attach additional information if necessary

11. Declaration Statement

I declare under penalty of perjury that I have read this complaint (including any attachments) and that all information is accurate and correct.

Signature

Date

Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

What is Section 3 of the Housing and Urban Development Act of 1968?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 requirements ensure that *when* new jobs or contracts are created during the usage of certain HUD funds, priority consideration is given to low- and very low-income persons residing in the community in which the funds are spent (regardless of race or gender), and to the businesses that substantially employ these persons.

Who are Section 3 residents and businesses?

Section 3 residents are:

- Public housing residents; or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits for low- and very low-income.

Please visit: <http://www.huduser.org/portal/datasets/il.html> to determine the income limits for residents of your community.

A Section 3 business is one that meets one of the following criteria:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What HUD funding does Section 3 cover?

Section 3 applies to any of the following:

- A. Public and Indian Housing programs that receive: (1) Annual contributions for low income housing projects provided pursuant to section 5 of the U.S. Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 (QWHRA); (2) Capital Fund Project assistance provided pursuant to Section 9 of QHWRA; (3) Operating Subsidy assistance provided pursuant to Section 9 of QHWRA.
- B. Housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds \$100,000; and
- C. Certain competitive HUD grant funding, such as: HOPE VI, Choice Neighborhoods, etc.).

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within **180 days** of the last alleged occurrences of noncompliance.

Complaints alleging violations of the Section 3 regulatory requirements must be submitted to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity listed below. Please be certain to sign and date this form, where indicated, to ensure prompt complaint processing.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about more Section 3 by visiting www.hud.gov/section3 or by contacting one of the HUD's Regional Offices of Fair Housing and Equal Opportunity.

Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

Purpose: The information requested on this form is to be used to investigate and process Section 3 complaints.

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delayed processing or rejection of this complaint for investigation.

Privacy Act of 1974 (P.L.93-579)

All information collected is provided voluntarily and complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

Instructions for completing the Section 3 Complaint Register

- Box 1:** Enter the requested information for the person that is filing the complaint (i.e., the complainant). This person must meet the definition of a Section 3 resident or business.
- Box 2:** Select the appropriate statement that describes your status as a Section 3 resident, businesses, or representative of either.
- Box 3:** Select the appropriate basis for the complaint which you are filing.
- Box 4:** Select the appropriate option that best describes the person or entity that you are filing this complaint against.
- Box 5:** Provide the name, address, and contact information for the person or entity that you are filing this complaint against.
- Box 6:** Select the statement(s) that best describe the alleged actions or omissions undertaken by the person or entity that you are filing this complaint against that are in violation of the requirements of Section 3. If you select "other", please briefly describe the alleged violation on the appropriate line.
- Box 7:** Provide the date that the alleged violation or action occurred. If the alleged act or violation is continuing in nature, please provide the date of the most recent occurrence.
- Box 8:** If this complaint is based upon acts or omissions that occurred at a specific job site, project, or location, please provide information that will allow HUD to identify the specific project that is the subject of the complaint that you are filing.
- Box 9:** Select the appropriate type of covered HUD funding that the recipient, organization, contractor/subcontractor received or administered.
NOTE: In order for the complaint to be jurisdictional, covered HUD funding must be administered by the recipient, organization, contractor/subcontractor.
- Box 10:** Provide a detailed description of the acts or omissions undertaken by the person or entity that you filing this complaint against. Provide enough specific information to enable HUD to clearly understand the alleged violation and whether it demonstrates noncompliance with the requirements of Section 3.
- Box 11:** Please sign the complaint and enter the current date.
NOTE: By signing and dating this complaint you are affirming that your statements and allegations are true and accurate by penalty of perjury. Complaints **must** be signed and dated prior to acceptance by HUD for investigation.

Where to file your complaint:

Please fax or mail your complaint to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity that has jurisdiction over the state for which you are located or where the alleged violation occurred. Inquiries regarding the status of your complaint should be directed to the appropriate Regional office of FHEO by telephone or email.

<p>BOSTON REGIONAL OFFICE U.S. Department of Housing and Urban Development New England Office 10 Causeway Street, Suite 308 Boston, MA 02222 (617) 994-8300 (800) 827-5005 Fax@617) 565-7313 Email: complaints_office_01@hud.gov</p> <p>*Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont</p>	<p>FORT WORTH REGIONAL OFFICE U.S. Department of Housing and Urban Development Southwest Office 801 Cherry St., Unit 45, Suite 2500 Fort Worth, TX 76102 (817) 978-5900 (888)560-8913 Fax@817) 978-5876 Email: complaints_office_06@hud.gov</p> <p>*Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas</p>
<p>NEW YORK REGIONAL OFFICE U.S. Department of Housing and Urban Development New York and New Jersey Office 26 Federal Plaza New York, NY 10278 (212) 264-1290 (800) 496-4294 Fax: (212) 264-9829 Email: complaints_office_02@hud.gov</p> <p>*Covers the following states: New Jersey and New York</p>	<p>KANSAS CITY REGIONAL OFFICE U.S. Department of Housing and Urban Development Great Plains Office 400 State Avenue Kansas City, KS 66101 (913) 551-6958 (800) 743-5323 Fax: (913) 551-6856 Email: complaints_office_07@hud.gov</p> <p>*Covers the following states: Iowa, Kansas, Missouri, and Nebraska</p>
<p>PHILADELPHIA REGIONAL OFFICE U.S. Department of Housing and Urban Development Mid-Atlantic Office 100 Penn Square East, 12th Floor Philadelphia, PA 19107 (215) 861-7646 (888) 799-2085 Fax: (215) 656-3449 Email: complaints_office_03@hud.gov</p> <p>*Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia</p>	<p>DENVER REGIONAL OFFICE U.S. Department of Housing and Urban Development Rocky Mountain Office 1670 Broadway Denver, CO 80202 (303) 672-5437 (800) 877-7353 Fax: (303) 672-5026 Email: complaints_office_08@hud.gov</p> <p>*Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming</p>

<p>ATLANTA REGIONAL OFFICE U.S. Department of Housing and Urban Development Southeast Office 40 Marietta Street Atlanta, GA 30303 (404) 331-5140 (800) 440-8091 Fax: (404) 331-1021 Email: complaints_office_04@hud.gov</p> <p>*Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands</p>	<p>SAN FRANCISCO REGIONAL OFFICE U.S. Department of Housing and Urban Development Pacific/Hawaii Office 600 Harrison Street Third Floor San Francisco, CA 94107 (415) 489-6536 (800) 347-3739 Fax: (415) 489-6560 Email: complaints_office_09@hud.gov</p> <p>*Covers the following states: Arizona, California, Guam, Hawaii, and Nevada</p>
<p>CHICAGO REGIONAL OFFICE U.S. Department of Housing and Urban Development Midwest Office 77 W. Jackson Boulevard, Suite 2101 Chicago, IL 60604 (312) 353-7776 (800) 765-9372 Fax: (312) 886-2837 Email: complaints_office_05@hud.gov</p> <p>*Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin</p>	<p>SEATTLE REGIONAL OFFICE U.S. Department of Housing and Urban Development Northwest/Alaska Office 909 First Avenue Seattle, WA 98104 (206) 220-5170 (800)877-0246 Fax: (206) 220-5447 Email: complaints_office_10@hud.gov</p> <p>*Covers the following states: Alaska, Idaho, Oregon, and Washington</p>

**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

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

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)

**LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION
OR DEBARMENT STATUS CERTIFICATION**

By signing this Certification, the Proponent certifies that the firm, business or person submitting the offer has not been (LDP), suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. DOH also may exercise any other remedy available by law.

In _____, ____ this ____ day of _____, 2024.

(Name of Firm)

By:
Position:

NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:

That he is _____ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any matter directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price, or of that of any other bidder, or to secure any advantage against the Department of Housing or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Name of Proponent, if the Proponent is individual)

(Name of Proponent, if the Proponent is a partnership)

(Name of Proponent, if the Proponent is a corporation)

IDENTITY OF INTEREST (IOI) DISCLOSURE CERTIFICATE

SECTION I: TO BE COMPLETED BY ALL RESPONDENTS

Respondent Name:

CHECK SECTION II OR III, AS APPLICABLE

SECTION II. TO BE COMPLETE ONLY WHEN NO IDENTITY OF INTEREST EXISTS

_____ Certification of No Identity of Interest

I, _____
(please print)

hereby certify that I have read Section IV of this Disclosure Certificate and understand what the DOH has determined constitutes an Identity of Interest and that **NO** identity of interest relationships exist between me and ANY individual or organization doing business with my organization or with the projects.

(Complete Section VI)

SECTION III. TO BE COMPLETED WHEN AN IDENTITY OF INTEREST DOES EXIST

_____ Certification of Identity of Interest

I, _____
(please print)

hereby certify that I have read and understand what the Agency has determined constitutes an identity of interest, as outlined in Section IV, and hereby disclose in Section V those entities with which I have an identity of interest relationship.

(Complete Section V)

SECTION IV. IDENTITY OF INTEREST STATEMENT

- (1) When there is a family relationship through blood, marriage or adoption with any officer, director, board member, or authorized agent of any other development team member.
- (2) When there is any financial interest between the proponent and any other development team member's firm or corporation and/or a supplying entity.
- (3) When one or more of the officers, directors, stockholders or partners of the proponent is also an officer, director, stockholder, or partner of any other development team member and/or the supplying entity.
- (4) When any officer, director, board member, or authorized agent of any development team member advances any funds or items of value to the proponent.
- (5) When any development team member and/or supplying entity provides and pays on behalf of the proponent the cost of any materials and/or services in connection with obligations under the agreement.
- (6) When the supplying entity takes stock or any interest in the proponent as part of the consideration to be paid them.
- (7) When there exist of come into being and side deals, agreements, contracts or understandings entered into thereby altering, amending, or canceling any agreement document, except as approved by the agency.

SECTION V. TO BE COMPLETED FOR EACH IDENTITY OF INTEREST ENTITY. (ADD ADDITIONAL SHEETS IF NECESSARY)

Type of Entity: Contractor Subcontractor Property Management Agent

Other _____

Supplier of: Goods Labor Material Both
 Services

Entity Name: _____

Address: _____

Phone Number: _____

Trade/Business: _____

Describe relationship to IOI entity: _____

Type of Entity: Contractor Subcontractor Property Management Agent
 Other _____

Supplier of: Goods Labor Material Both
 Services

Entity Name: _____

Address: _____

Phone Number: _____

Trade/Business: _____

Describe relationship to IOI entity: _____

SECTION VI. TO BE COMPLETED BY ALL RESPONDENTS

I further understand and agree that, if a contract is awarded to my organization, if any of my business change during the life of the contract to include Identity of Interest relationship referred to above, I will file an amended disclosure Certificate.

I also agree to provide a new disclosure Certificate at any time requested by the Agency.

I hereby certify, that this information may be verified, that the information submitted is true and accurate and that no other identity of interest relationship exist between me and any individual or organization, except as described above. I further understand that failure to disclose an Identity of Interest to the Agency will also subject me to any and all administrative remedies available to the Agency. Such remedies may include suspension and debarment from participating in any Agency or Federal Program.

Signature

Date

Signature

Date

SCHEDULE OF ADDENDA

(I) or (We) acknowledge receipt of the Addenda to the RFP Package hereinafter named, for the project(s) included in this RFP and declare that (I) or (We) accept these Addenda and that every change is included in this proposal.

Relation of Addenda:

Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____

Name of Company

Print name and Title of Authorized
Officer or Person Signing

Signature of Authorized
Officer or Person

CERTIFICATION FOR COMPLIANCE WITH 2 CFR 200 APPENDIX II – GENERAL PROVISIONS

By signing this Certification, the Proponent certifies that the firm, business or person submitting the offer will comply with all requirements under 2 CFR 200 Appendix II – General Provisions.

In _____, ____ this ____ day of _____, 2024.

(Name of Firm)

By:
Position: