

Request for Proposals (RFP)

Choice Neighborhoods Grant-Writer and Planning Coordinator

#03222023

ISSUE DATE

March 22, 2023

***ALL PROPOSALS ARE DUE NO LATER THAN APRIL 21, 2023 AT
4:00PM.**

Small, Minority, and Women-Owned Businesses are encouraged to apply.
HACH complies with Section 3 of the HUD Act of 1968.

REQUEST FOR PROPOSALS

**Choice Neighborhoods Grant-Writer and Planning
Coordinator**

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ATTACHMENTS

A. HUD Form 5369B

- B. HUD Form 5369C
- C. HUD Form 5370C1
- D. E-Verify Affidavit
- E. Non-Collusive Form
- F. Section 3 Business Preference Documentation
- G. Site Map

PURPOSE

The Housing Authority of the City of Hagerstown (HACH) is issuing a Request for Proposals for an Urban Planning Firm or other Planning or Development Entity to operate as a Grant-Writer and Planning Coordinator for its efforts to pursue a Choice Neighborhoods Planning Grant as issued by HUD. The initiation of services shall be prior to award of the grant and shall include preparation for any applicable grant submissions. Operation as a Planning Coordinator for the implementation of the Choice Neighborhoods Planning Grant shall be contingent upon receiving the grant. Planning services may also include preparation of documents concerning demolition/disposition applications, new construction, rehabilitation, and/or RAD applications. HACH intends to consider qualified individuals or businesses that possess the professional, financial, and administrative capabilities to provide the services listed herein. The results of the RFP will be evaluated based on the evaluation criteria posed in this RFP. HACH reserves the right to negotiate compensation terms and conditions with the awarded contractor.

TIMELINE

The estimated timeline for this RFP is listed below. Dates, with the exception of the submission deadline, are estimates and may change based on responsiveness of bidders and other procurement needs. HUD's announcement schedule of any Choice Neighborhoods-related information may particularly affect the schedule.

RFP Selection Schedule	Estimated Dates
RFP Issue Date	March 22, 2023
Deadline for Submission of Questions	April 6, 2023 by 4:00PM
Issuance of Question Responses via Addendum	April 14, 2023 by 12:00PM
DEADLINE FOR SUBMISSIONS	April 21, 2023 by 4:00PM
Preliminary Evaluations Completed/Firms Shortlisted	April 28, 2023
Interviews and/or site visits of Shortlist Firms	May 1-5, 2023
Recommendation to Board of Commissioners	May 11, 2023

It is recommended that questions be sent via email to the Agency Contact Person listed in this RFP prior to the question deadline. Responses to Questions will be posted on the Agency website (www.hagerstownha.com/procurement) and emailed to any Respondents that submitted questions to Agency Contact Person ahead of the stated deadline.

Failure to confirm receipt of responses to Agency Contact Person prior to the submission deadline may result in an untimely (late) submission. See Proposal Format section for specific details about how to submit proposals.

BACKGROUND

- a. **Agency Background.** The Housing Authority of the City of Hagerstown (hereinafter, "HACH" or "Agency") is a public entity that was formed to provide federally subsidized

housing and housing assistance to low-income families within the City of Hagerstown, Maryland. HACH is governed by a five-member Board of Commissioners appointed by the Mayor of the City of Hagerstown and is subject to the requirements of Title 2 part 200 of the Code of Federal Regulations (hereinafter, "CFR") and the Agency's procurement policy. The Board employs an Executive Director to administer the HACH operations.

The HACH functions in the capacity of developer, owner, and manager of its public housing units. The HACH has the responsibility for planning, financing, construction, and managing its properties subject to applicable laws and contractual relationships with the U.S. Department of Housing and Urban Development and the local governing body.

The Housing Authority now manages 1,337 dwelling units in 11 communities and also subsidizes the rental of approximately 943 dwelling units in the private market under the Section 8 Housing Voucher Program including 59 units under Veterans Affairs Supportive Housing (VASH) voucher program. The Authority also built, through national competition programs, additional communities that it manages and plans to own when tax credit requirements expire. The Authority currently provides housing assistance for approximately 12% of the population of the City of Hagerstown.

The HACH is soliciting proposals for the services indicated herein, via this Request for Proposals (hereinafter, "RFP"). The purpose of this solicitation is to seek an Urban Planning Firm or other Planning or Development Entity that can operate as a Choice Neighborhoods Planning Coordinator during the preparation and implementation phase of a HUD Choice Neighborhoods Planning Grant, if awarded.

- b. Choice Neighborhoods.** According to HUD, the Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with distressed public or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and stakeholders, such as public housing authorities, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a plan that revitalizes distressed HUD housing and addresses the challenges in the surrounding neighborhood. The program helps communities transform neighborhoods by revitalizing severely distressed public and/or assisted housing and catalyzing critical improvements in the neighborhood, including vacant property, housing, businesses, services and schools. Choice Neighborhoods is focused on three core goals:
1. Housing: Replace distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood;
 2. People: Improve outcomes of households living in the target housing related to employment and income, health, and children's education; and
 3. Neighborhood: Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community.

Choice Neighborhoods Planning Grants support the development of comprehensive neighborhood revitalization plans which focuses on directing resources to address three core goals: Housing, People and Neighborhoods. To achieve these core goals, communities must develop and implement a comprehensive neighborhood revitalization strategy, or Transformation Plan. The Transformation Plan will become the guiding document for the revitalization of the public and/or assisted housing units while

simultaneously directing the transformation of the surrounding neighborhood and positive outcomes for families.

(https://www.hud.gov/program_offices/public_indian_housing/programs/ph/cn)

SCOPE OF SERVICES

The Housing Authority of the City of Hagerstown is looking for an Urban Planning Firm or other Planning or Development Entity to operate as a Planning Coordinator for its efforts to pursue a Choice Neighborhoods Planning Grant for its Jonathan Street locations. HACH understands and anticipates that additional development partners will be necessary at later phases post-award. This scope focuses on the planning award with definite desire to plan well enough to obtain implementation grants in the future. The anticipated site, Jonathan Street Community, currently consists of 84.26 acres, encompassing four affordable housing communities and the surrounding neighborhood of privatized housing, community buildings, places of worship, and other storefront entities.

The Jonathan Street Community is situated in downtown Hagerstown between three major thoroughfares including MD Route 65, US Route 11, and US Route 40. The Jonathan Street Community has been a focus of the City of Hagerstown for the need of revitalization.

Qualified Respondents will have the following experience and expertise:

- experience with multiple HUD programs
- extensive knowledge of planning and development
- experience with HUD Choice Neighborhood Planning Grants
- experience writing and successfully receiving grant awards
- expertise in HUD regulations and grant requirements
- expertise spearheading and leading planning and visioning processes include brainstorming sessions, charrettes, community input meetings, and various stakeholder meetings
- communication skills with various target audiences to include civic organizations, individuals from various backgrounds, governmental agencies, businesses, and community interest groups
- experience working and collaborating with public housing residents and other community residents
- expertise creating workable plans from community input and documented success implementing such plans

The selected contractor will assume responsibility for working seamlessly with HACH staff and the City of Hagerstown (via a MOU) to devise and compile the necessary documentation to submit a Choice Neighborhood Planning Grant. The successful Respondent shall take primary responsibility for preparing the grant documentation for submission. If awarded a Choice Neighborhoods Planning Grant, then the selected Contractor will operate as the Planning Coordinator and assume primary responsibility for creating and implementing the required Transformation Plan. Successful Respondent shall be prepared to work with HACH and the City to spearhead its planning efforts if HACH elects to move forward with the planning process if awarded a Choice Neighborhoods Planning Grant.

Two components of cost are anticipated for this scope and should be included as indicated in the evaluation criteria: 1) fee for completing the grant application; and 2) costs for serving as the Choice Neighborhoods Planning Coordinator.

In addition to the specifications listed in above, the following general specifications apply to any Contractor selected to do the work included in this RFP:

- The Contractor will supply all materials and equipment necessary to complete the task.
- The Contractor will provide a service schedule. Performance of the contract will be done in compliance with any local ordinances. Any required meetings with HACH staff shall take place between 8:00am and 4:30pm (Monday-Friday).
- Work will be inspected by the HACH staff after completion for acceptance of work. Invoices must be accompanied by an HACH staff signature indicating acceptance of work. The HACH will only pay for services rendered upon acceptance of work.
- The Contractor is responsible for any workers or subcontractors it has on the site. They shall ensure that anyone onsite shall have the appropriate protective gear and permission for access.
- Any work to be performed shall be done in the least intrusive manner possible to residents since most properties are tenant-occupied.
- The Contractor shall have all applicable licenses/permits, as required by local, state, and federal law.
- The Contractor shall be responsible for any damage caused by their actions while onsite.
- The Contractor shall carry all applicable insurances (i.e.: General Commercial Liability, Workers' Compensation Liability, Automobile Liability).
- The Contractor shall abide by HACH policies while on premises, including the Smoke Free Policy.
- The bidder may request to schedule an onsite visit. It is recommended that the bidder make such a request within a reasonable time, so as to provide the bidder adequate time to complete the bid packet. No extension of time to complete the bid packet will be permitted for failure to attend the pre-bid meeting or schedule an alternate site visit.
- All materials and labor will be the responsibility of the contractor. All costs incurred, directly or indirectly by the Respondent including travel, preparation, submission and miscellaneous expenses in response to this RFP are the sole responsibility of the Respondent and, as such, shall be borne solely by the Respondent.

CONTRACT PERIOD

The initial contract period is anticipated to be May 15, 2023 through December 31, 2025 for services. Initial contract period may change with mutual agreement of the parties as HUD's publishing schedule or parties' needs require. The anticipated contract period is an initial 2-year period with an option to extend for 3 additional years not to exceed 5 years in compliance with HUD regulations.

PROPOSAL FORMAT/DUE DATE

- a. Contact Information.** This RFP is being issued by the HACH. The Agency Contact Person for this RFP is:

Sean Griffith
35 W. Baltimore Street
Hagerstown, MD 21740
301-733-6911 EXT 126
Sgriffith@hagerstownha.com

- b. RFP Submission and Format.** All Respondents must provide electronic copies of the organized materials they wish to be reviewed. It is the responsibility of the Respondent to ensure receipt by HACH prior to the bid deadline.

Proposals received after 4:00 p.m. Eastern Time on April 21, 2023, will not be considered.

The Housing Authority reserves the right to reject any or all proposals. The Housing Authority is an equal opportunity employer and contracting agency.

At a minimum, the proposal shall include the following:

1. Identification of the company or individual(s) including name, address, telephone number, fax number, and email address;
2. Name, title, address and telephone number of contact person during the period of the evaluation process;
3. Responses to the evaluation criteria listed on pages 9-11 under EVALUATION CRITERIA.
4. Attachments listed on page 2 of this RFP;
5. Insurance Requirements;
6. List of three (3) references.

Due to the needs of the agency, proposals received will not be based solely on cost. Cost shall be included as one of the evaluation criterion. The agency will weigh the evaluation criteria to determine which proposal meets the agency's needs based on full proposals. Low bid does not constitute award of contract.

- c. Complete Submission.** Any individual or organization interested in being considered for award must submit a bid proposal in response to this RFP in accordance with the instructions and terms hereunder. By submitting a response, the Respondent agrees to be bound by all terms and conditions of this RFP. Respondents are expected to examine **ALL** elements of the RFP prior to preparing their response. Failure to do so will be at the Respondent's risk. Offers for services other than those specified may not be considered.

AGENCY RIGHTS

The Agency reserves the right to:

- a. Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- b. Right to Not Award.** Not to award a contract pursuant to this RFP.
- c. Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days' written notice to the successful proposer.
- d. Right to Determine Time and Location.** Determine the days, hours, and locations that the Contractor shall provide the services called for in this RFP.
- e. Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contact Person. Any proposals submitted shall become the property of HACH and shall not be returned.
- f. Right to Negotiate.** HACH shall retain the right to negotiate the amount of fees that are paid to the successful Respondent. HACH reserves the right to decline participation of Respondent if negotiations on cost of services do not serve the best interest of the agency.
- g. Right to Award.** To make an award to the same bidder (aggregate) for all items; to make an award to multiple bidders (including joint venture proposals) for the same or different items; to

- select a respondent(s) for specific purposes or for any combination of specific purposes; or, to defer the selection and award of any respondent(s) to a time of the HACH's choosing.
- h. Right to Reject any Proposal.** Reject and not consider any proposal that does not, in the opinion of HACH, meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
 - i. No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - j. Right to Interview.** Request an oral interview with, and additional information from, companies prior to final selection of a provider. (NOTE-If an oral interview is requested, respondent will be given at least three (3) business days' notice, along with the date, time, and place for the interviews. Expenses will be the responsibility of the Respondent.)
 - k. Right to Consider.** Consider information about a company in addition to the information submitted in the response or interview.
 - l. Right to Amend.** Amend the schedule or RFP documents at its sole discretion. Notices of amendment, including responses to questions during the question period shall be posted on HACH's website and emailed to parties that have requested this RFP from the Agency Contact Person. It is the sole responsibility of the Respondent to check for any amendments prior to submission of their proposals.
 - m. Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By downloading this document, or by contacting the Agency Contact Person and requesting a bid packet, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the Agency Contact Person in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.

RFP REQUIREMENTS AND CONDITIONS

- a. Minimum Requirements.** This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.
- b. Cost of the Proposal.** All costs incurred, directly or indirectly, by the Respondent in response to and in preparation of this RFP shall be the sole responsibility of the Respondent and shall be borne by the Respondent. Proposers shall not include any such expenses as part of their proposals.
- c. Clarification to Proposals.** The HACH reserves the right to obtain clarifications of any point in a company's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company's response or responses. HACH may conduct interviews with one or more agencies for such purposes.
- d. Cancellation of the RFP.** The HACH reserves the right to cancel this RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACH. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.
- e. Collusion.** Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HACH has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.
- f. Insurance Requirements**

1. All contractors and/or professional firms must submit verification of coverage for \$1,000,000 General Liability and applicable Workmen's Compensation coverage with HACH designated as loss payee for said project prior to the award of Contract.
2. Proof of Insurance shall not be terminated or expire without thirty (30) days written notice and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors or subconsultants used in the performance of this contract to name HACH as an additional insured. Following are the standard types and minimum amounts.
3. The contractor shall carry all necessary, and required Insurances, as required by the state of Maryland, including but not limited to:
 - i. Commercial General Liability, with a single occurrence limit of not less than \$1,000,000 per occurrence.
 - ii. Commercial Automobile Liability, with a single occurrence limit of not less than \$750,000, in accordance with Maryland Financial Responsibility laws.
 - iii. Worker's Compensation Insurance, in accordance with Maryland Workers' Compensation laws.
4. Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law. The Contractor shall provide a certification of Liability Insurance and Workers Compensation.
- g. Indemnification.** The Contractor agrees to indemnify, defend and hold harmless HACH and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this RFP or subsequent contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HACH on account of any claim therefore, except where such indemnification is prohibited by law.
- h. Suspension/Debarment.** The Contractor shall provide a certification statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency.
- i. Americans with Disabilities Act.** Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
- j. Choice of Law.** The resulting contract will be entered into within the State of Maryland and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within Washington County and the state of Maryland shall be followed with respect to the contract.
- k. Award of Contract.** A committee of staff selected by the Chief Executive Officer or his designee will evaluate the proposals that are received. All proposals will be evaluated on the evaluation criteria and responsiveness to the Scope of Services as stated in this RFP.
- l. Payment of contractor/consultant fees.** Upon award and execution of contract, the successful Respondent shall submit an invoice to HACH. Invoicing and payments shall be made to the contractor in accordance with the policies and procedures of the Agency.

EVALUATION CRITERIA

Proposals will be evaluated based on the evaluation criteria listed below. Proposals shall be considered from responsible individuals or organizations with relevant experience in planning and development. Respondents should possess and use their extensive knowledge and experience in designing, implementing, and maintaining solutions that will meet or exceed HACH's requirements as stated in this RFP. Proposals must include information on competency in performing the services listed in the Scope of Services, demonstration of acceptable training, and past experience with projects of similar size, scope, and type.

HACH shall evaluate proposals based on which proposals are the most advantageous to the agency, which Respondent displays the most experience, and which Respondent is most responsive to the evaluation criteria set forth herein. Any awards shall be made in the best interest of HACH. Proposer may provide supplemental information that it deems necessary to accurately evaluate its proposals. Proposers are encouraged to be clear, factual, and concise in the information presented.

EVALUATION

a. Minimum Requirements

- Proposals submitted by the Respondent must meet or exceed the administrative, professional, and financial proposals set forth in this RFP and shall provide the information requested below.
- Respondent must have at least 3 years of experience in providing similar planning and development services to those requested in this RFP for other similar sized entities.
- Respondent must provide at least 3 references for which similar services have been performed within the last 5 years and grants the right for HACH to contact the references provided. Reference calls should be expected and accurate contact information is critical.
- Respondents submitting proposals to the RFP must not be debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency. Preferred Respondent would have no unsatisfactory record of performance with any public agency.
- Have the administrative and fiscal capability to provide and manage the proposed services in an efficient and timely manner including consideration for COVID set-backs with staff or timelines.

b. Competitive Requirements. Proposer shall provide the following information as part of its proposal:

- **Section 1: Administrative Proposals and Methodology (35 points)**
 - Name, address, telephone number, and email address of the Proposer submitting a proposal pursuant to this RFP, and the name and title of the contact person responsible for submitting the RFP
 - A description of the business organization (LLC, individual, corporation, etc.), ownership documentation, and organizational chart
 - Competency of the company and/or the personnel assigned to the project as demonstrated by their proposals including resumes or bios for key personnel that will be responsible for the completion of the work identified in this RFP for both grant writing and planning coordination (15 points)
 - A description of financing knowledge particularly in the state of Maryland including tax credits, real estate financing methods, tax exempt bonds, FHA insured mortgages or other private mortgages, and any creative and nontraditional financing (5 points)
 - Description of methodology and services offered throughout the anticipated 24-month planning period such as timeline, staffing needs, sample meeting and community engagement schedules and topics, and other pertinent details to describe competency and familiarity with the Choice Neighborhoods process (15 points)
- **Section 2: Professional Proposals and Requirements (35 points)**
 - Experience with Choice Neighborhoods Planning or Implementation Grants including grants written and projects worked on; experience with HOPE VI or other HUD grant programs. Heavy weight will be given to respondent's that have successfully secured and/or provided services for Choice Neighborhoods

- Planning or Implementation Grants with other PHAs or local governments (20 points)
 - Experience with public housing authorities or similar operations (5 points)
 - A list of all other engagements where services related to Choice Neighborhoods were provided in the last six years. Please list any grant-writing experience and other roles involved in such experience. This should include other public housing agencies, local governments, or co-applicants in the Choice Neighborhoods Planning or Implementation process. HACH may contact any of the parties listed. Any additional documentation indicating success during such processes may be included. For agencies that do not have at least 3 previous Choice Neighborhoods experiences, list at list 3 references with accurate contact information for whom similar services have been performed by the Respondent (10 points)
- **Section 3: Cost Proposal and Financial Strength (15 points)**
 - Cost proposal containing the following components:
 - Fee with details of inclusion for completing the grant application (5 points)
 - Costs for operating as the Choice Neighborhoods Planning Coordinator. (5 points)
 - Statement from individual or agency's finance officer, CPA, or auditor confirming financial viability for the likely 2-year term of this project (5 points)
- **Section 4: Section 3 Compliance/MWBE Utilization. (15 points)**
 - Experience with Section 3 and/or MWBE companies including any applicable certifications for the individual or firm
 - Plan to utilize Section 3 or MWBE agencies

• **Required Attachments – listed on page 2 of this RFP and Signature Page below**

SIGNATURE PAGE

The undersigned certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of the firm named below.

**Company
Name**

Federal Tax ID

Print Name

Signature

Date

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:]

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These proposal submitted before final payment of the contract. **Sections must be inserted into non-construction contracts as** (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 described below:

- 1) **Non-construction contracts** (*without* maintenance) contract as changed.
greater than \$105,000 - use Section I; (e) No services for which an additional cost or fee will be
- 2) **Maintenance contracts** (including nonroutine charged by the Contractor shall be furnished without the maintenance as defined at 24 CFR 968.105) **greater than** prior written consent of the HA.
\$2,000 but not more than \$150,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine 3. **Termination for Convenience and Default**
maintenance), **greater than \$150,000 – use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the

- (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.

-
- 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

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

excludes purchase orders not exceeding \$10,000.

- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary

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

6. Energy Efficiency

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

7. Disputes

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

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of

participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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 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

and/or required corrections within 30 days from the date of receipt of such "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

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.

(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.

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

legislative activities not directly related to a

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 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.

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

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

16. Equal Employment Opportunity

FAR Part 31 or the relevant OMB Circulars.

Contractor becomes involved in, or is threatened with,

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of litigation with a subcontractor or vendor as a result of such

this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the (c) The contractor apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**STATE OF MARYLAND E-VERIFY
AFFIDAVIT**

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the Housing Authority of the City of Hagerstown;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the Maryland General Statutes, to include (mark which applies):

___ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

___ I employ less than twenty-five (25) employees in the State of Maryland.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the Maryland General Statutes, to include (mark which applies):

___ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

___ Employ less than twenty-five (25) employees in the State of Maryland.

Specify subcontractor: _____

This the _____ day of _____, 2023.

Affiant

Sworn to and subscribed before me, this the _____ day of _____, 20____.

[OFFICIAL SEAL]

_____, Notary Public

My Commission Expires: _____

HOUSING AUTHORITY OF THE CITY OF
HAGERSTOWN

NON-COLLUSIVE FORM

_____, being first duly sworn, deposes and states:

[Name]

I, have the authority as an authorized agent of _____

[Name of Company] and attest to the

following:

The foregoing Proposal/Offer, is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, and to secure any advantage against the Housing Authority of the City of Hagerstown of any person entered in the proposal contract; and that all statements in said Proposal/Offer are true and correct.

Signature

Date

State of _____

County of _____

Signed and sworn to before me, this the _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

HOUSING AUTHORITY OF THE CITY OF HAGERSTOWN

MANDATORY SECTION 3 PACKET

Revised 8/2016

Section 3 Clause

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Solicitation Overview and Instructions for Contractors

The HACH Section 3 policy requires that when the **Section 3 regulation is triggered by a need for new hires (whether individual employees, contractors or sub-contractors)**, every effort within the contractor's disposal must be made to the greatest extent feasible to offer all available employment and contracting opportunities to its residents based on the tiers below. The contractor may offer employment related training to the Section 3 residents. The training must be in an amount equal to or exceeding 3% of the total contract award.

I. Tiers for offering all opportunities to Section 3 Residents and Resident Owned Businesses

1. At the site where the work is being performed
2. At any other HACH owned or managed property
3. Other HUD funded beneficiaries including Section 8 voucher holders
4. Other low-income people in the Housing Authority of the City of Hagerstown service area

II. What is a Section 3 Business Concern and how do they receive Preference in contract award?

A business that meets these certification definitions must receive Preference in contracting:

1. Is 51% or more owned by Section 3 residents;
2. Employs Section 3 residents for at least 30% of its full-time, permanent staff, or **(During the entire life of the contract)**

3. Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

III. Important Items to remember about receiving Preferences in contract award

- Anytime you can elect to hire at 30% of the project area resident as your total New Hires, or
- Sub-contract at least 25% of your total award to a Section 3 Business Concern
- **YOU MUST MAINTAIN THOSE PREFERENCE LEVELS DURING THE ENTIRE CONTRACT OR RISK HAVING THE CONTRACT TERMINATED FOR FAILURE TO COMPLY**

IV. Other Methods of Compliance

Contractors can provide an array of trainings to Section 3 residents that are employment related, skills enhancing or employment readiness in nature. Here are the methods of achieving compliance through this method:

1. Contractor must develop a solid professional curriculum and it must be approved by a qualified state Department of Labor or HACH, the contractor.
2. Contractor may identify a person or persons that are qualified to provide the training within their staff.
3. Contractors can partner with other groups that provide the desired training and pay them directly for the service.
4. The contractor can sub-contract the Section 3 compliance training to an outside firm specializing in training and educational programs to Section 3 residents.

V. All Contracts and All Contractors must meet Section 3 compliance by:

- A. Giving notice of any and all opportunities for employment and contracting to the local PHA and other low and very low-income area residents and businesses by posting the opportunity in community sources that are generally available to low income residents and the general public. It is required that at a minimum of three (3) of the listed sources will be exercised at least once prior to extending an offer of employment to anyone not covered by Section 3 requirements:
 - The local community newspaper (Even if in non-English language)
 - The most widely distributed newspaper
 - Company or agency website
 - The management office of the local housing authority/homeless service agency/local low income housing community
 - Local Workforce Board
 - Other locations as approved by HACH
- B. Clearly stating the requirements for applying for and achieving the opportunity and that the project is paid by "Section 3 Covered funds under the HUD Act of 1968."
- C. Utilizing the Section 3 Clause when soliciting any work.
- D. Hold informational or "How to Apply" meetings when possible prior to requesting bids or taking applications so the residents or businesses are encouraged to apply for the opportunity.

- E. Help link residents or businesses to local resources that may be available to help prepare them for applying for and achieving the opportunity.
- F. Work with HACH, the contractor in developing a communication and follow up process to track and report all Section 3 application and hiring activities to ensure the reporting of compliance efforts, and that contracting and sub-contracting are accurate.
- G. Provide Preference in hiring and contracting to Section 3 applicants and contractors when all factors are equal for the opportunity including price and salary requests.
- H. **Contractors must provide this package to all sub-contractors when soliciting bids;** meet all the same processes in A-F; and provide Preference to all sub-contractors meeting the definitions as stated in Item II on page 18 in that order of priority when all factors remain equal between Section 3 and nonSection other respondents.
- I. In order for Preference as a Section 3 Contractor to be factored into the award decision, all elements of the solicitation criteria must be equal between contracts. This means price and all other factors must be equal. Then the contractor that has elected Preference on the Certification and Action Plan form and meets that specific rule will be awarded the contract.

Section 3 Contract Compliance Cure and Termination Processes

This language is a component of contract compliance with the work you are responding to in this solicitation. It is being placed in the Section 3 compliance section for ease of reference and due notice. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms as may be applicable.

All contractors claiming a Preference in contracting by meeting any of the three qualifications including; a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of total award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with HACH's Section 3 Policy.

HACH, the contractor shall execute these remedies to achieve compliance in this order:

- A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an email by the compliance management contractor notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance.
- B. If at any time a contractor fails to bring the contract into compliance, HACH, the contractor must withhold all future payments until the contract is in compliance.

- C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to HACH, the contractor why it cannot meet compliance. HACH, the contractor must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If HACH, the contractor deems the cause to be unacceptable, at its option, can extend the cause period one time for up to 5 days to allow the violator to identify and secure other compliance options, or
- D. If the violator fails to take any corrective action to bring the contract into compliance within 7 business days from the most recent notice of non-compliance, or HACH, the contractor does not accept any of their corrective plans or justifications for non-compliance, HACH must terminate the contract immediately. **All funds due to the contractor shall be held** and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement.

Any violator claiming to meet Section 3 compliance by committing to hire residents, fund training itself **shall meet compliance within seven (7) calendar days of contract start** or HACH, the contractor shall halt all work related to the agreement and the actions listed in steps A-D in this section shall apply.

The contractor understands and agrees that a compliance management firm may be used to conduct routine and certified payroll reviews to ensure compliance. Contractor agrees to provide the payroll data in an Excel or Word format each time the payroll is processed throughout the contract.

Housing Authority of the City of Hagerstown

Section 3 Certification s and Action Plan

Required Submittal (Return signed and notarized pages)

Name of Business _____

Address of Business _____

Type of Business (Check One): ☐Corporation ☐Partnership ☐Sole Proprietorship ☐Other

Contract/Solicitation Name or Number:: _____

All firms and individuals intending to do business with RECIPIENT and contractors MUST complete and submit this Action Plan and submit it with the bid, offer, or proposal. **Any solicitation response that does not include this document (completed, signed, and notarized) will be considered non-responsive and not eligible for award.**

I am Certifying as a Section 3 Concern and requesting Preference accordingly (Select only One Option):

51% Resident Owned

A business claiming
status as a Section 3
Resident-Owned
Business
Concern (ROB)
entity:

Initial here to select this
option _____

Provide Certification for
Section 3 Residents and
proof that they own a
minimum 51%

of the business

25% Sub-Contracting

A business
claiming Section
3 status by
subcontracting 25% of
the dollar award
to qualified Section
3
Business:

Initial here to select this
option _____

Provide a list of
intended
subcontract Section 3
business(es)

with amount
Provide certification &
all supporting
documentation for
each planned Section 3
Business Concern

IMPOTANT NOTICE: Preference must be maintained for the entire contract or the contract will be in non-compliance and at risk of termination.

30% Employer of Section 3 Residents Currently or New Hires

Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractors employees.

I anticipate my total number of employees for this contract to be ____ and ____ will be qualified
Section 3.

Check all methods you will employ to secure Section 3 Residents/Persons. Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. Check at least three (3) methods you will employ

- ☐ The local community newspaper (Even if in non-English language)
- ☐ The most widely distributed newspaper
- ☐ Company or agency website
- ☐ The management office of the local housing authority/homeless service agency/local low income housing community
- ☐ Local Workforce Board
- ☐ Other locations as approved by RECIPIENT Other:

Initial here to select this option _____

**IF CONTRACTOR DOES NOT ANTICIPATE TRIGGERING THE REGULATION, CHECK
BOTH BOXES.**

- ☐ I do not anticipate any new employees on this contract.

☐ I do not anticipate any new contracting on this contract.

Do NOT check any other boxes or select any other options on this form!

I am NOT certifying as a qualified Section 3 Business Concern but if I trigger the regulation by doing any sub-contracting or hiring, I will comply by (Select from below):

All the Options on this page represent Other Economic Opportunities and must equal or exceed 3% of total contract value per the Recipient's Section 3 policy.

EMPLOYMENT

I commit to hiring and maintaining throughout the life of any contract awarded at least _____ Tier I Section 3 Residents from RECIPIENT, lease-holders or housing choice voucher holders. Check all methods you will employ to secure Section 3 Residents/Persons. Total Payroll for these hires \$_____

Check at least three (3) methods you will employ

- ☐ The local community newspaper (Even if in non-English language)
- ☐ The most widely distributed newspaper
- ☐ Company or agency website
- ☐ The management office of the local housing authority/homeless service agency/local low income housing community
- ☐ Local Workforce Board
- ☐ Other locations as approved by RECIPIENT
- ☐ Other: _____

Initial here to select this option _____

CONTRACTING

I will do the following contracts to Section 3 Businesses to meet compliance requirements.

Initial here to select this option _____

TRAINING

I will commit to funding, from my contract, a qualified Section 3 training in place of Employment or Contracting in the amount of 3% or more of my total contract award as required by RECIPIENT's policy. That training will commence within ten (10) days of contract start. My training will be:

- ☐ Employment Readiness Training (*List Training*) _____ for up to ____ residents
- ☐ Employment Skills Classroom (*List Training*) _____ for up to ____ residents
- ☐ Employment Skills Job Site (*List Training*) _____ for up to ____ residents ☐
- Other Development* (*List Training*) _____ for up to ____ residents

**Contractor understands that if Job Site training is completed by having the trainee complete work comparable to HUD defined employment categories, the trainees must be paid Davis-Bacon wages and covered under their workers compensation insurance*

Initial here to select this option _____

PRIOR COMPLIANCE CERTIFICATION

I am certifying that I have complied with the HUD Section 3 Regulations in my past contracts **when required** by the recipient, contractor by employing the following (*Complete all areas that apply*):

1. I was a Section 3 Resident-Owned Business (ROB). List the Contracts and HUD Funded Entity and Contact:

Initial here to select this option _____

2. I complied with Section 3 by employing at least 30% of my workforce. List the Contracts and HUD Funded Entity and Contact:

Initial here to select this option _____

3. I complied with Section 3 by subcontracting 25% of the total dollar award to a qualified Section 3 Business. List the Contracts and HUD Funded Entity and Contact:

Initial here to select this option _____

4. I complied with Section 3 on a previous HUD funded contract by doing these things and with these entities: Describe:

Initial here to select this option _____

5. I completed HUD Section 3 covered contracts in the past three years but was not required to meet compliance.

Check the box of the corresponding reason below.

☐ I did not trigger the regulation by hiring any new employees on my previous contract(s) in violation of the Section 3 regulation.

☐ I did not trigger the regulation by hiring any contractors on my previous contract(s) in violation of the Section 3 regulation.

**ASSURANCE OF COMPLIANCE CERTIFICATION WITH THE HUDT ACT OF 1968 (12 U.S.C. 1701
U)**

Purpose: To ensure that regulations promulgated under 24 CFR Part 135 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects and the Section 3 Plan and Policy of RECIPIENT, its sub-recipients and contractors to the greatest extent feasible is adhered to, and to serve as the ‘assurance of compliance’ certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by RECIPIENT.

Description of the project’s work detail: The project work will be as listed in the final scope of work in the contract with RECIPIENT, its sub-recipients and contractors including any change orders.

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Use an additional sheet if required.

Preliminary Statement for Work Force Needs: RECIPIENT intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and concerns during the course of your contract funded by RECIPIENT via its subrecipients and contractors. Please list the status of all planned employment position and opportunities for this contract. **Preference for all opportunities must be given to low and very low-income residents if they qualify. If awarded a contract, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute new hires. You are hereby notified that you must notify RECIPIENT or contractor (Respectively) overseeing your contract of any new hire**

opportunities that arise during the life of your contract. *Anticipated workforce list may be provided on a separate sheet or in a different format.*

<u>Category</u>	<u># of Project Workforce Positions</u>	<u>Status of All Positions (Open or Filled)</u>
Skilled	_____	_____
Semi Skilled Labor	_____	_____
Trainee's	_____	_____
Laborers	_____	_____

“To the Greatest Extent Feasible”:

The Contractor has identified ____ # of **OPEN** positions with respect to this contract. The positions are filled by the _____ (Position title) of the Contractor. Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the

contractor shall put forth a reasonable effort to fill vacant positions with the area low and very low-income residents.

Documentation of “To the Greatest Extent Feasible”:

The contractor will work with RECIPIENT, its sub-recipients and contractors staff to notify residents of any opportunities afforded under our contract. The contractor will partner with RECIPIENT, its sub-recipients and contractors by giving preference of any employment opportunities to the Section 3 persons or concerns.

The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low-income and very low-income residents through documentation of their efforts and impediments to comply. RECIPIENT, its sub-recipients and contractors shall:

1. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.
2. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.

Review and determine if low-income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority-hiring list and offered positions upon the occurrence of the first available appropriate job opening.

Utilization of Businesses Located or Owned in Substantial Part by Persons Residing in the Area:

The contractor does ____ does not ____ intend to subcontract any of the work identified in the scope of work cited in the bid specifications, scope of work or General Conditions.

Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to business concerns within the Section 3 covered area, or to business concerns owned in the substantial part (at least 51%) by persons residing in the Section 3 covered area.

Record Keeping:

The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from sub-contractors, etc, in connection with this contract. If there is a report that is needed as part of the submission, you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records RECIPIENT, its sub-recipients and contractors, its staff, or agents.

Reports:

The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The contractor will certify that any vacant employment positions, including training positions that filled:

- 1) After the contractor is selected but before the contract is executed, and
- 2) With persons other than those to who the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor’s obligations under 24 CFR Part 135.

Grievance and Compliance:

The contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the above information is true and correct.

Signature

Print Name

Title

Date

STATE OF _____)

_____ COUNTY)

I, the undersigned a Notary Public in and for said authority and in said State, hereby certify that, _____, whose named as _____ (Title) of _____ (Company) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capacity, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

SECTION 3 RESIDENT SELF-CERTIFICATION FORM

FOR

HOUSING AUTHORITY OF THE CITY OF HAGERSTOWN

700 N. Jefferson Avenue, Hagerstown, NC 27530

This form is to be completed by:

1. All employees of a company if the company is claiming they meet the Section 3 low-income definition and the employer is claiming them as part of the company's full-time aggregate workforce.

2. All non-HACH residents or Section 8 Voucher Holders when seeking Section 3 Preference for any Employment, Training or Contracting opportunities
3. All Section 3 Residents/Contractors claiming 51% Resident Owned Business Preference in any HACH solicitation

THE FORM MUST BE SIGNED AND NOTORIZED WITH BOTH PAGES RETURNED TO HACH.

SECTION 3 SELF - CERTIFICATION AND SKILLS DATA FORM

The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

Certification for Section 3 Residents or other Low-Income Persons Seeking Employment, Training or Contracting

I, _____, am legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident as defined on the next page.

My home address is:

Must be a **Street** address not a P O Box # Apt Number

City State Zip Home # Cell #

Graduated High School or GED (month/year) _____ I Read and Speak English Fluently Yes or No

Attended College, Trade, or Technical School ____ Yes/No Graduated ____ Yes/No Year Graduated ____

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

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

I am certifying as a Section 3: ☐ **Person seeking Training** or ☐ **Person seeking employment**

(Check all that apply):

☐ I am a public housing or section 8 Leaseholder

☐ I live in the service area of the Authority

My total annual household income is \$_____ There are a total of _____ people living in my household

I certify that all of the information given above is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that my total household income annually, based on my total household size as listed above is at or below the income amount for that specific size at the time of this document is being signed and notarized. I understand that proof of this statement may be requested in the future.

Signature

Date

Acknowledgement on Next Page

STATE OF _____)

_____ COUNTY)

I, the undersigned a Notary Public in and for said authority and in said State, hereby certify that, _____, whose named as _____ (Title) of _____ (Company) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____ (Officer Title), and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

Purpose:

The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to the Authority Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to Residents and other low- and very low-income persons.

Section 3 resident means:





- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is:

I. A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

II. A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference. Service area means the geographical area in which the persons benefiting from the section 3-covered project reside.

The figures below represent very low-income families; bottom figures represent low-income families.

FY 2020 Income Income Limit Area	Median Family 	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Hagerstown, NC MSA	\$54,100	Very Low (50%) Income Limits (\$) 	20,350	23,250	26,150	29,050	31,400	33,700	36,050	38,350
		Extremely Low Income Limits (\$)* 	12,760	17,240	21,720	26,200	30,680	33,700*	36,050*	38,350*
		Low (80%) Income Limits (\$) 	32,550	37,200	41,850	46,500	50,250	53,950	57,700	61,400

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Note that one two unit building on Vanderbilt Circle was demolished due to a building fire.

