

# **REQUEST FOR PROPOSALS**

**Audit Services  
for  
Housing Authority of Covington  
Academy Flats Senior Housing Limited Partnership  
Eastside Revitalization I Limited Partnership**

**Due: September 7, 2023, at 3:00p.m.**

Housing Authority of Covington  
2300 Madison Avenue  
Covington, KY 41014  
Phone: 859-491-5311

Issue Date: August 22, 2023, at 10:00 a.m.

**Steve Arlinghaus  
Executive Director**

# REQUEST FOR PROPOSALS

## Audit Services

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## **I. INTRODUCTION**

Established in 1937, the Housing Authority of Covington provides affordable housing opportunities for low and moderate-income persons and fosters family self-sufficiency. With funding provided by the U.S. Department of Housing and Urban Development (HUD), and 40 dedicated employees, the Housing Authority of Covington manages approximately 500 rental housing units, which include public housing, low-income tax credits, project-based vouchers and market rate rentals scattered throughout the City of Covington.

The Housing Authority is governed by a Board of Commissioners, consisting of five members. The chief executive officer of HAC, responsible for the organization's general operations, is the Executive Director. HAC must follow the laws, policies and regulations as set forth by the U.S. Federal Government, including the U.S. Department of Housing and Urban Development, HAC procurement policy and applicable State and local government regulations.

## **II. INVITATION TO SUBMIT PROPOSAL**

The Housing Authority of Covington (HAC) is seeking sealed proposals to provide Audit Services from qualified, licensed Independent Public Accounting (IPA) firms for its portfolio of public housing and related programs which includes three entities: A) Housing Authority of Covington, B) Academy Flats Senior Housing Limited Partnership and C) Eastside Revitalization I Limited Partnership. The Agency's financial records and tenant records are maintained on the YARDI software system. The following pages provide a very brief outline of the programs to assist you in preparing your proposal.

The firm fixed price contract will be a three-year (3) term with the option to renewal at the end of year three for an additional two (2) years.

Please note: HAC reserves the right to reject any and all of the proposals submitted. HAC reserves the right to engage multiple service providers, as needed, based on area of expertise.

## **III. SCOPE OF SERVICES**

HAC anticipates three full-service audit processes for the Housing Authority of Covington, Academy Flats Senior Housing Limited Partnership and Eastside Revitalization I Limited Partnership. To that end, services are expected to include, at a minimum, the following:

1. The IPA selected may perform an on-site or digital review of HAC's records to determine the condition of the records, as well as to confirm the scope of the audit.
  2. The audit must comply with provisions of OMB Circular A-133, Government Auditing Standards issued by GAO (Government Accountability Office), GASB 68, GASB75 and the standards for financial and compliance audits contained in the Standards for Audit of Government Organizations, Program, Activities, and
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Functions, issued by the U. S. General Accounting Office. The HAC audit shall be performed in accordance with current Generally Accepted Auditing Standards at the end of each fiscal year.

3. It is expected that the audit services will be performed in accordance with Governmental Auditing Standards. The audit also must meet all requirements set forth in Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), or any successor issuance, and/or any HUD Requirements, which are in effect as of the date of the audit onsite fieldwork.
  4. The fee for audits must be a “not to exceed” figure. A fixed fee must be set for each audit period (year) and each entity.
  5. Failure to comply with above, or failure to submit a complete audit within the time set by the contract will result in termination of the agreement to perform audits for subsequent years unless agreed upon by HAC.
  6. The auditor will be responsible for the data entry of both unaudited and audited electronic submissions and attestation of the audited Financial Data Schedule (FDS) in compliance with all HUD requirements for FYE 06/30/23 (Audited only), FYE 6/30/24, FYE 6/30/25, FYE 6/30/26 and FYE 6/30/27 for Housing Authority of Covington, Academy Flats and Eastside Revitalization I.
  7. The auditor will be responsible for preparing the Management Discussion and Analysis.
  8. The auditor will annually prepare individually for the Housing Authority of Covington, Academy Flats and Eastside Revitalization I partnerships any applicable Federal, Kentucky, local and any other income tax returns for which the PHA notifies as such in writing, from the information provided by the PHA.
  9. Previous experience is preferred in the auditor successfully submitting unaudited and audited FDS in accordance with date’s set by the Housing and Urban Development office.
  10. The auditor will submit the unaudited FDS no later than sixty (60) days after the fiscal year end except in 2023 which will be performed by others.
  11. The auditor will submit the audited FDS no later than 9 months after the fiscal year end.
  12. The auditor will provide one (original unbound, one (1) electronic and 10 bound copies of the audited financial statement and audit report.
  13. The auditor shall retain work papers for a minimum of five (5) years after the date of issuance of the auditor’s report to the Agency.
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14. Audit work papers shall be made available upon request by the Agency, HUD, or any other governmental agency having jurisdiction to such request (i.e., Office of Inspector General), and are to be made available to the requested party within 10 days of receipt of such request. All reports rendered to the Agency by the auditor are the exclusive property of the Agency and is subject to the Agency's use and control, according to applicable laws and regulations.
15. The audit senior or manager will provide the Executive Director/Director of Finance with timely reports during field work should any questions, concerns, potential findings, questioned costs, reportable conditions, weaknesses, or deficiencies, which may be identified by the audit firm staff.
16. The auditor will inform HAC about the nature of the proposed management letter comments or audit exceptions prior to the completion of the audit field work.
17. The auditor will keep confidential the Agency data and information and such information will not be used for any purpose other than to perform the agreed-upon services.
18. The Housing Authority of Covington's Executive Director and/or Finance Director has the responsibility for the oversight of the audit and coordination with the Board of Commissioners as necessary. The Finance Director serves as the liaison with the auditors and has the responsibility for providing financial documents required by the auditors.

### **Requirements for Auditor's Report 1:**

The **Housing Authority of Covington (HAC)** is comprised of four developments which are Latonia Terrace, Golden Tower, New Site Properties and City Heights which is in Section 18 Disposition status. City Heights residents are projected to all be relocated by December 31, 2022, and then the property will be put up for sale.

The audit firms will examine the financial statements of the Housing Authority of Covington's General Fund, Capital Funds and various other grants and programs. The main funding is from the U.S. Department of Housing and Urban Development (HUD).

The last audit for the Authority of Covington was performed by Gilmore Jaison Mahler, LTD (joined CliftonLarsonAllen LLP), from 7/1/2021 to 6/30/22. **The new five (5) year audit period includes FYE June 30, 2023, 2024, 2025, 2026, and 2027.**

### **General Fund (FYE 06/30/2023):**

The Housing Authority of Covington has a Central Office Cost Center (COCC).

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<u>PROJECT NUMBER / DEVELOPMENT</u>	<u>NUMBER OF PH UNITS</u>
KY00200001 / Latonia Terrace	235
KY00200003 / City Heights (Original- 366 units)	109 @ 7/1/22 & 68 @ 6/30/23
KY00200005 / Golden Towers	155
KY002000015 / New Site Properties	19
 TOTAL subsidized public housing (PH) units	 477

Total expenditures for the one (1) year period ending June 30, 2022, were **\$10,986,750.00**.

Within the conventional housing programs, the Authority has one (1) Ross Family Grant, one (1) FSS Grant annually, (1) Jobs Plus Grant:

<u>GRANT</u>	<u>DISBURSEMENT END/ CLOSE-OUT</u>	<u>AMOUNT</u>
ROSS2411491	05/30/2024	\$230,175
FSS23KY5283	12/31/2023	\$68,511
KY002FJP000117 Jobs Plus	07/31/2022 / Closes in FYE23	\$2,203,270
Misc. Grants		\$80,000

HAC is annually awarded capital funds. The IPA will verify the cost certifications for Capital Fund Programs:

<u>DESCRIPTION</u>	<u>GRANT</u>	<u>DISBURSEMENT END / CLOSE-OUT</u>	<u>AMOUNT</u>
cf118	KY36P00250118	05/28/2024 / Closed in FYE23	\$1,862,688
cf119	KY36P00250119	04/15/2025	\$1,785,747
cf120	KY36P00250120	03/25/2026	\$2,083,305
cf121	KY36P00250121	02/22/2025 / Closed in FYE23	\$2,172,993
cfe121	KY36E00250121	09/09/2023 / Closed in FYE23	\$95,000
cf122	KY36P00250122	05/11/2026	\$2,443,018

The Housing Authority provides management services such as operating subsidy distribution to the entities listed below and receives a management fee for their efforts. Neighborhood Investment Partners manages Emery Drive, Eastside Revitalization II, and Eastside Revitalization III. Wallick Communities manages River's Edge at Eastside Pointe.

<u>PROJECT NUMBER / DEVELOPMENT</u>	<u>NUMBER OF PH UNITS</u>
KY002000010 / Emery Drive	12
KY002000012 / Eastside Revitalization II	8
KY002000013 / Eastside Revitalization III	6
KY002000014 / River's Edge at Eastside Pointe	43
 TOTAL for public housing (PH) units	 69

**Requirements for Auditor’s Reports 2 and 3:**

The Housing Authority provides financial, management, and maintenance/renovation services for Academy Flats Senior Housing Limited Partnership and Eastside Revitalization I Limited Partnership which are included in this request as separate audits.

The last audits performed for Academy Flats Senior Housing LP and Eastside Revitalization I LP were by Gilmore Jaison Mahler, LTD (joined CliftonLarsonAllen LLP), from January 1, 2022 to December 31, 2022. The new five (5) year audit periods include FYE December 31, 2023, 2024, 2025, 2026, and 2027.

<u>PROJECT NUMBER / DEVELOPMENT</u>	<u>NUMBER OF PH UNITS</u>
KY002000006 / Academy Flats	6 PH of 26
KY002000011 / Eastside Revitalization I	6 PH of 24
<b>TOTAL</b> for public housing (PH) units	12 PH of 50

Total Academy Flats expenditures for the one (1) year period ending December 31, 2022, were **\$307,585.00**.

Total Eastside Revitalization I expenditures for the one (1) year period ending December 31, 2022, were **\$255,855.00**.

**IV. BASIC REQUIRED COMPLIANCE**

- A. **Proposal Package-** The Proposal Package is available starting at 10:00 a.m. on August 22, 2023 from the Housing Authority of Covington, Covington, Kentucky 41014 by email or mail if a request is submitted in writing to [procurements@hacov.org](mailto:procurements@hacov.org).
  - B. **QUESTIONS:** Questions concerning this proposal package will need to be submitted in writing to the Procurement Officer via email to [procurements@hacov.org](mailto:procurements@hacov.org) no later than 12:00 p.m. August 30, 2023. All questions and clarifications will be answered in addendums to all prospective Offerors about this Solicitation who have been issued a hard copy or email copy of this Request for Proposal (RFP) from the Housing Authority. Include your email address with your query submission.
  - C. **Addenda-** In the event there are questions or clarifications to the Proposal, the HAC will issue an addendum. Addenda will only be sent to those parties who have been issued an official copy of the Proposal Package by the HAC, or who have specifically requested in writing to be notified of addenda. It is the responsibility of the prospective Offeror to email the HAC representative named for this Proposal prior to the submittal deadline to ensure that all addenda issued by the HAC have been received.
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- D. All work shall be completed in strict accordance with the procurement policies of the HAC and HUD. All work is subject to, and shall comply with, all Federal, State, and Local Government requirements, regulations, codes, guidelines, standards, and policies.
- E. **Minority-owned and Women-owned Business Enterprises-** The HAC strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this Request for Proposals.
- F. **Section 3 Requirements-** Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires the HAC to the greatest extent feasible to provide employment opportunities to the Section 3 residents. Section 3 residents include among others residents of the HAC communities and other low-income residents of Covington.
- G. **Payment Requirements-** Offerors should be aware that the HAC will only make payments after the work being billed has been completed and no advanced payments will be made to the contractor. The contractor must have the capacity to meet all project expenses in advance of payments by the HAC.
- H. **Approval of Sub-Contractors-** The HAC retains the right of final approval of any sub-contractors on this project.
- I. **Documents Produced-** All reports and other documents produced under contract to the HAC must be submitted in both hard copy and a digital format that meets the HAC requirements, using Microsoft Office, Auto Cad or other approved format.
- J. **Funding Availability-** By responding to this Request for Proposal, the Offeror acknowledges that for any contract signed as a result of this Proposal, the authority to proceed with the work is contingent upon the availability of funding.
- K. **Davis Bacon-** Payment of not less than the minimum salaries comprised of wages and fringes as set forth in the wage determination sheet attached.
- L. **Rights Reserved-** HAC reserves the right to waive as informality any irregularities in submissions, and/or reject any and all proposals.
- M. **Insurance-** The Offeror shall carry Commercial or Comprehensive General Liability Insurance and other insurance as required by law, all minimum amounts as set forth below. The contractor shall furnish the Owner certificates of insurance and they shall state that a thirty-day notice of prior cancellation or change will be provided to the Owner.

Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General Liability policies.

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This insurance shall be provided prior to contract award at the Contractor's expense and shall be in full force and effect during the full term of the contract.

Worker's Compensation: Coverage per Kentucky State Requirements.

General Public Liability Insurance:

\$500,000 in respect to injury or wrongful death for any one person, to a limit of not less than  
\$500,000 in respect to any one accident or incident and to the limit of not less than  
\$500,000 in respect to damage to property

Vehicle Liability:

\$500,000 Each Person Personal Injury  
\$500,000 Aggregate and Property Damage  
\$500,000 Combined Single Limit

Professional Liability Insurance: or Errors and Omissions Coverage

- N. **Licensing-** Prior to award, but not as part of the proposal submission, the successful contractor will be required to provide the following documents:

Evidence that the key personnel that will be reviewing all work performed under the engagement are licensed as a certified public accountant.

A copy of the contractor's business license allowing the entity to provide such services within the jurisdiction.

A copy of the contractor's license issued by the State of record allowing the contractor to provide the services provided in the RFP.

- O. **Change Orders-** All changes in the work, including any increase, decrease, or other equitable adjustment in the contract price or in the time for performing the contract, shall be authorized in writing by the Owner.
- P. Only proposals meeting the following Basic Qualifications will be considered. Any proposal not meeting these criteria will be deemed non-responsive.

Compliance with the following is required: *Davis-Bacon Act* and other Federal Labor Standards Provisions; the *Kentucky Prevailing Wage Law*; Title VI and other applicable provisions of the *Civil Rights Act of 1964*; the Department of Labor Opportunity Clause (41CFR 40-1.4); Section 109 of the *Housing and Community Development Act of 1974*; *Executive Order 11625* (Utilization of Minority Business Enterprise); *Executive Order 12138* (Utilization of Female Business Enterprise), which requires the Housing Authority to maximize minority and female business participation in all program activities; and Section 504 of the *Rehabilitation Act of 1973* and the *Americans With Disabilities Act of 1990*. Title VI of the *Civil Rights Act of 1964* prohibits denial of benefits and discrimination under federally assisted programs on the basis of race, color, or national origin. Section 109 of the *Community Development Act of 1974* prohibits discrimination in programs and activities.

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## V. PROPOSAL SUBMISSION PROCEDURES AND REQUIREMENTS

Submit all Proposals in response to this Request for Proposal to:

Procurement Officer  
Housing Authority of Covington,  
2300 Madison Avenue  
Covington, KY 41014

**NOTE: ALL ENVELOPES SHOULD BE CLEARLY MARKED:  
RFP- Audit Services  
DUE: September 7, 2023, at 3:00 p.m.**

A submission received after this time will be considered non-responsive.

Number of Copies:

Submit one (1) ORIGINAL (with signatures) labeled *Original* and four (4) DUPLICATES for a total of five (5).

Evaluation and selection of the Audit Firm will be in accordance with the evaluation criteria specified in this Request for Proposal (RFP)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired. Elaborate artwork, expensive paper and expensive visual and other presentation aids are neither necessary nor desired. Please respond to the questions in a brief and concise manner.

## VI. EVALUATION CRITERIA AND SELECTION PROCEDURES

The Housing Authority of Covington intends to retain the successful Offeror pursuant to a “best value” basis, not a “lowest bid” basis, i.e., the HAC will consider other technical factors than just cost in making the award decision.

Each Proposal submitted in response to this RFP will be evaluated by a (5) five-member Evaluation Panel convened by HAC. The Panel will review and rank all proposals and Offerors submitting responsive proposals that comply with the submission requirements specified below.

One or more Offerors will then be selected by the Panel for interviews and negotiations as necessary. The Offeror(s) will submit a “best and final” proposal if needed from which the Panel will select one Offeror to be recommended by resolution to the Housing Authority’s Board of Commissioners for final award approval. The contract will go to the competent, responsive, and responsible Offeror in accordance with the evaluation criteria.

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HAC reserves the right to request **Additional Information** or documentation from the company regarding its submission documents, personnel, financial viability, or other items in order to complete the selection process and later the contract process.

The Housing Authority reserves the right to sole and exclusive judgment in the determination of the qualifications of the Offerors. HAC reserves the right to waive as informality any irregularities in submissions. Further, the Housing Authority reserves the right to reject any or all proposals, or to accept or select any proposal as the Housing Authority in its sole and absolute discretion determines best meets its needs.

The Housing Authority will not be responsible or liable in any manner for costs incurred by Offerors in the preparation and submission of responses to this RFP. All information submitted to the Housing Authority by Offerors in response to the RFP becomes the property of the Authority regardless of award of the contract.

The Panel will evaluate proposals based upon the following criteria below:  
PROVIDE ITEMS 1-7 AS LISTED IN *SECTION VI of the EVALUATION CRITERIA AND SELECTION PROCEDURES* and number the binder tabs per question as such for ease of review. Please be brief & concise.

**1. Audit Firm information. (Tab 1 - 10 points)**

If more than one company/firm list the following information below for both entities.

Minimum requirements below:

- Firm (s) name, business address, and telephone number.
- Type of Organization: Individual or Sole Proprietorship, Partnership, Professional Corporation/Association, Joint Venture, Corporation or Other and give details.
- Names of principals
- Number of years in business
- Total number of staff
- Federal ID number of the firm
- Firm's license number with the State Board of Accountancy
- Copy of the most recent Peer Review
- Historic information on firm including parent company if applicable.
- Types of services offered by in-house staff. Offeror shall identify whether or not subcontractors will be used for this assignment.

**2. Project specific staffing and qualifications. (Tab 2 - 10 points)**

Minimum requirements below:

- Provide the name, title, phone number, and email address of the Respondent who will be the contact person for the RFP.
  - A brief narrative description of the team for this assignment who have worked on audits of similar nature and their roles and responsibilities. Include experience with public housing authorities and HUD program regulations. Include resume,
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providing title, length of time with firm, previous employment, total years of experience, professional registrations, awards, etc.

- Indicate the office location(s) where most of the work will be performed.

### 3. Management Plan (Tab 3 - 15 Points)

Minimum requirements

- Provide a management plan that describes the firms audit approach, including consideration of laws and procedures, process for review, and quality control and assurance.
- List experience with implementing GAAP and GAAS changes.

### 4. What sets your company(s) apart from your competition? (Tab 4 - 10 Points)

### 5. Current or former Professional references (Tab 5 - 10 points)

- Provide a list of five (5) references. The list must include the name, title, organization, address, and telephone number of the person most familiar with your work. Dates the services were provided.
- You ***must*** reference any previous work for HAC or other Public Housing Authorities. However, HAC should not be listed more than once as a reference.
- It is reasonable to assume that HAC will contact your references.
- See “Exhibit H.”

### 6. Submit the following Certifications (Tab 6 - 10 points)

K. *Certifications Representations of Offerors*, HUD 5369-C Form attached to RFP as “Exhibit B.”

L. *Certification Regarding Debarment & Suspension (HUD 2992)* Form Attached to RFP as “Exhibit D.”

M. *Affirmative Action Policy* - Form attached to RFP at “Exhibit E.”

N. *Non-Collusive Affidavit* - Form attached to RFP as “Exhibit F.”

O. *Section 3 Business Self-Certification Form* - Form attached to RFP as “Exhibit J.”

### 7. Pricing- (Tab 7 - 35 points)

- *Fee Submission Form*- All Forms attached to RFP as “Exhibit I”
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# **EXHIBIT A**

## **INSTRUCTIONS TO OFFERERS**

**(HUD 5369-B)**

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# Instructions to Offerors Non-Construction

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



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## 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:]

# **EXHIBIT B**

**CERTIFICATIONS AND REPRESENTATION OF OFFERORS**

**(HUD 5369-C)**

**CONTRACTOR TO FILL OUT FORM AND SIGN**

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# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

**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):

**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:  
\_\_\_\_\_

# **EXHIBIT C**

## **GENERAL CONDITIONS NON-CONSTRUCTION CONTRACTS**

**(HUD 5370- C, Section 1)**

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# 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 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (without maintenance) greater than \$250,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

proposal submitted before final payment of the contract.

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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



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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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



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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (v) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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



## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

## 17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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



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

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

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

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

#### 18. Dissemination or Disclosure of Information

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

#### 19. Contractor's Status

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

#### 20. Other Contractors

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

#### 21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### 23. Procurement of Recovered Materials

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

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

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

# **EXHIBIT D**

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**CONTRACTOR TO FILL OUT FORM AND SIGN**





# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

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

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

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

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

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

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

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

### Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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



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

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

**Instructions for Certification (B)**

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

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

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

# **EXHIBIT E**

## **AFFIRMATIVE ACTION POLICY**

**CONTRACTOR TO FILL OUT FORM AND SIGN**

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**ON COMPANY LETTERHEAD if you agree with the policy.**

**AFFIRMATIVE ACTION POLICY**

\_\_\_\_\_ is an Equal Opportunity and Affirmative Action Employer.

The policy of \_\_\_\_\_ is to assure all employment decisions made by this firm are in accordance with all applicable laws, rules and regulations, including, but not limited to, Executive Order 11246, Section 503 of the rehabilitation Act of 1973, as amended and the Vietnam Era Veterans' Readjustment Act of 1974, as amended.

\_\_\_\_\_ makes no employment decisions based on the race, color, religion, sex, or national origin of employment applications and employees.

In award of subcontract and material contracts, \_\_\_\_\_ will utilize the Certified Disadvantaged Business Enterprise Directory available from the Kentucky Department for Local Government to identify and contact area MBE, WBE and DBE firms who may wish to be made aware of subcontract and material supply opportunities with our company.

The undersigned certifies these are the Equal Employment and Affirmative Action Policies of

\_\_\_\_\_.

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

# **EXHIBIT F**

## **NON COLLUSIVE AFFIDAVIT**

**CONTRACTOR TO FILL OUT FORMS AND SIGN**



**ON COMPANY LETTERHEAD**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a bid or to refrain from bidding, and has not in any manner directly or indirectly, south by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost elements of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of Covington or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**PLEASE PRINT OR TYPE NAME OF UNDERSIGNED**

\_\_\_\_\_ (Seal)

By (signature): \_\_\_\_\_

Title \_\_\_\_\_

(If a Corporation, President or Vice President should Sign. If a Partnership, a Partner should sign. If some other Officer signs, evidence of authority must be submitted)

**Notary**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My commission expires \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_

# **EXHIBIT G**

## **MANDATORY CONTRACT CLAUSES**



## **Mandatory Contract Clauses – all purchases**

In addition to other provisions required by HUD, pursuant to 2 CFR Part 200, Appendix II, “Contract Provisions for non-Federal Entity Contracts Under Federal Awards” all PHA contracts expending Capital Funds must contain provisions covering the following, as applicable copied from Appendix II to Part 200 (requirement referenced at 2 CFR 200.326).

A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the PHA including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by PHAs must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The PHA must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The PHA must report all suspected or reported violations and must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The PHA must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the PHA in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or

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dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

I. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the 4/1/16 | 74 tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. K. See § 200.322 Procurement of recovered materials.

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# **EXHIBIT H**

## **PROFESSIONAL RESUME FORM**

**CONTRACTOR TO FILL OUT FORMS AND SIGN**



## PROFESSIONAL REFERENCES

The Housing Authority of Covington (HAC) must be referenced if previous work has been provided to HAC. References should be relevant to the scope of work for this solicitation.

1. Business Name	
Address	
Phone # & e-mail	
Individual's Name (if applicable)	
Description of Services	
Length of Contract	
2. Business Name	
Address	
Phone # & e-mail	
Individual's Name (if applicable)	
Description of Services	
Length of Contract	
3. Business Name	
Address	
Phone # & e-mail	
Individual's Name (if applicable)	
Description of Services	
Length of Contract	

## PROFESSIONAL REFERENCES

The Housing Authority of Covington (HAC) must be referenced if previous work has been provided to HAC. References should be relevant to the scope of work for this solicitation.

1. Business Name	
Address	
Phone # & e-mail	
Individual's Name (if applicable)	
Description of Services	
Length of Contract	
2. Business Name	
Address	
Phone # & e-mail	
Individual's Name (if applicable)	
Description of Services	
Length of Contract	
3. Business Name	
Address	
Phone # & e-mail	
Individual's Name (if applicable)	
Description of Services	
Length of Contract	

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# **EXHIBIT I**

## **FEE SUBMISSION FORM**

**CONTRACTOR TO FILL OUT FORMS AND SIGN**

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## FEE SUBMISSION FORM

The proposed fees on the attached pages are all-inclusive of all related costs that the successful Offeror will incur to provide the noted services. The Offeror is responsible for providing itemized firm, fixed costs for the services requested in the Statement of Work. In addition, the proposer must provide itemized fixed, firm cost for any relevant additional services.

*All costs related to this contract will be governed by federal regulations, HUD Handbook No. 7460.8 REV 2, and the HUD Litigation Handbook 1530.1 REV 5, issued May 18, 2004.*

Audit 2023 TOTAL: HAC \$ \_\_\_\_\_, AF \$ \_\_\_\_\_, & ESR I \$ \_\_\_\_\_

Audit 2024 TOTAL: HAC \$ \_\_\_\_\_, AF \$ \_\_\_\_\_, & ESR I \$ \_\_\_\_\_

Audit 2025 TOTAL: HAC \$ \_\_\_\_\_, AF \$ \_\_\_\_\_, & ESR I \$ \_\_\_\_\_

Audit 2026 TOTAL: HAC \$ \_\_\_\_\_, AF \$ \_\_\_\_\_, & ESR I \$ \_\_\_\_\_

Audit 2027 TOTAL: HAC \$ \_\_\_\_\_, AF \$ \_\_\_\_\_, & ESR I \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

If Contractor is awarded the contract for this solicitation, this Fee Submission Form may be used as an Attachment in the Contract. The completion of the form is no guarantee of a contract or the award of any services.

### PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HAC discovers that any information entered herein to be false, such shall entitle HAC to not consider or make award or to cancel any award with the undersigned party. Pursuant to all RFP Document including attachments, this Fee Submission Form, and pursuant to all documents submitted, the undersigned proposes to supply HAC with the services and/or products described herein for the fee(s) submitted pertaining to this RFP.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone(s): \_\_\_\_\_ Email: \_\_\_\_\_

By: \_\_\_\_\_

(Print Name)

(Title)

By: \_\_\_\_\_

(Signature of Offeror)

(Date)

Housing Authority of Covington (HAC)	Firm Fixed Price Lump Sum Amount
Audit Year 2023	\$ _____

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Housing Authority of Covington (HAC)	Firm Fixed Price Lump Sum Amount
Audit Year 2024	\$ _____

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_



Housing Authority of Covington (HAC)	Firm Fixed Price Lump Sum Amount
Audit Year 2025	\$ _____

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Housing Authority of Covington (HAC)	Firm Fixed Price Lump Sum Amount
Audit Year 2026	\$ _____

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Housing Authority of Covington (HAC)	Firm Fixed Price Lump Sum Amount
Audit Year 2027	\$ _____

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Academy Flats Senior Housing LP (AF)	Firm Fixed Price Lump Sum Amount
Audit Year 2023	\$

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Academy Flats Senior Housing LP (AF)	Firm Fixed Price Lump Sum Amount
Audit Year 2024	\$

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Academy Flats Senior Housing LP (AF)	Firm Fixed Price Lump Sum Amount
Audit Year 2025	\$ _____

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Academy Flats Senior Housing LP (AF)	Firm Fixed Price Lump Sum Amount
Audit Year 2026	\$ _____

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Academy Flats Senior Housing LP (AF)	Firm Fixed Price Lump Sum Amount
Audit Year 2027	\$ _____

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Eastside Revitalization I LP (ESR I)	Firm Fixed Price Lump Sum Amount
Audit Year 2023	\$ _____

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_  
Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_  
Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_  
Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_  
Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_  
Other: \$ \_\_\_\_\_  
Other: \$ \_\_\_\_\_  
Other: \$ \_\_\_\_\_  
  
Total: \$ \_\_\_\_\_

Eastside Revitalization I LP (ESR I)	Firm Fixed Price Lump Sum Amount
Audit Year 2024	\$ _____

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_  
Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_  
Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_  
Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_  
Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_  
Other: \$ \_\_\_\_\_  
Other: \$ \_\_\_\_\_  
Other: \$ \_\_\_\_\_  
  
Total: \$ \_\_\_\_\_



Eastside Revitalization I LP (ESR I)	Firm Fixed Price Lump Sum Amount
Audit Year 2025	\$

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Eastside Revitalization I LP (ESR I)	Firm Fixed Price Lump Sum Amount
Audit Year 2026	\$

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Eastside Revitalization I LP (ESR I)	Firm Fixed Price Lump Sum Amount
Audit Year 2027	\$ _____

The Firm Fixed Price Lump Sum Fee is based on the following:

Partner (Principal): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Senior (Manager): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Semi-Senior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Junior: \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_/hour; est. days \_\_\_\_\_ \$ \_\_\_\_\_

The total fee will be allocated as follows:

Public Housing: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

# **EXHIBIT J**

## **SECTION 3 REQUIREMENTS**

**CONTRACTOR TO FILL OUT SECTION 3 BUSINESS  
SELF- CERTIFICATION FORM AND SIGN**



HOUSING AUTHORITY OF THE CITY OF COVINGTON  
2300 MADISON AVENUE  
COVINGTON, KY 41014

P: (859)-292-2130  
[procurements@hacov.org](mailto:procurements@hacov.org)  
<https://www.hacov.org/>



## **SECTION 3 POLICY, PROCEDURES AND COMPLIANCE FORMS WITH INSTRUCTIONS**

This packet is designed to comply with the New HUD Section 3 Final Rule issued September 29, 2020, and became effective November 30, 2020. Therefore, these documents and instructions are related to the "Hours Worked Benchmarks" as called for in the 24 CFR Part 75 regulation. Every contractor and sub-contractor (with the exception of professional services) are required to work toward meeting the prescribed benchmarks as indicated on the bottom of page 6 of this packet. There are no specific hiring or contracting goals under this new rule.

Most importantly, the rule does not require the hiring or contracting of any person or business that is not fully qualified to perform the work as would be charged. However, the rule makes clear that HUD is intent on ensuring Section 3 persons employed under the new rule receive measurable and sustainable employment. Therefore, Section 3 employees can be counted for up to five full years from the date of certification or hire respectively. HUD is expected to issue continued guidance on the new rule in the future so these documents may change in accordance with the rule.

If you should have any questions on this packet, please contact:

Procurement Officer  
[procurements@hacov.org](mailto:procurements@hacov.org)

## SECTION 3 REQUIREMENTS

*Applicable to all contracts and agreements regardless of the dollar amount or contract duration*

**Background** - Section 3 of the Housing and Urban Development Act of 1968 (Public Law 90-448, approved August 1, 1968) (Section 3) was enacted to bring economic opportunities generated by certain HUD financial assistance expenditures, to the greatest extent feasible, to low- and very low-income persons residing in communities where the financial assistance is expended. Section 3 recognizes that HUD funds are often one of the largest sources of Federal funds expended in low- and very low-income communities and, where such funds are spent on activities such as construction and rehabilitation of housing and other public facilities, the expenditure results in economic opportunities. By directing HUD-funded economic opportunities to residents and businesses in the community where the funds are expended, the expenditure can have the dual benefit of creating new or rehabilitated housing and other facilities while providing opportunities for employment and training for the residents of these communities.

The Section 3 statute establishes priorities for employment and contracting for public housing programs and for other programs that provide housing and community development assistance. For example, the prioritization as it relates to public housing assistance places an emphasis on public housing residents, in contrast to the prioritization as it relates to housing and community development assistance, which places more emphasis on residents of the neighborhood or service area in which the investment is being made.

### Housing Authority of the City of Covington Internal Hiring Procedure

For all positions at the authority, the human resources staff will include the Section 3 Individual Low-Income Person Self Certification form with the applications (virtually and paper) allowing each applicant to identify themselves accordingly. The completion of the form will remain voluntary and at the applicants discretion.

Once all applications have been received and reviewed, the most desirous and qualified candidate will be progressed through the hiring process. The Section 3 status of the applicant will be considered only after the "Most Qualified" candidate has been determined.

If there are multiple and equally qualified persons, the Section 3 status and category of the applicant will be considered. The candidate with the highest Section 3 priority based on the 24CFR Part 75.9(a)(2) will be offered the position.

All advertisements for positions with the authority will carry this wording: *"This opportunity is covered under Section 3 of the HUD Act of 1968"*

### Housing Authority of the City of Covington Contracting Procedure

For all advertised contracts let by the authority, the responsible staff will include the Section 3 Business Self Certification form and the Section 3 Individual Low-Income Self Certification form with the bid package (virtually and paper) allowing each respondent to identify themselves and their business accordingly. The completion of the forms will remain voluntary and at the respondents discretion.

Once all responses have been received and reviewed, the most desirous and qualified business will be progressed through the contracting process. The Section 3 status of the respondent will be considered only after the "Most Qualified and Advantageous" respondent has been determined.

If there are multiple and equally qualified businesses, the Section 3 status and category of the business will be considered. The business with the highest Section 3 priority, based on the 24CFR Part 75.9 (6)(2) will be awarded the contract. All other applicable procurement laws will be adhered to relative to contracting amounts. All advertisements for contracts with the authority will carry this wording: *"This opportunity is covered under Section 3 of the HUD Act of 1968"*



## Housing Authority of the City of Covington Internal Resident Training Procedure

For all resident training offered by the authority and its contractors, the staff will include the Section 3 Individual Low-Income Person Self Certification form with the training notice or upon the first day of training (virtually and paper) allowing each prospective trainee to identify themselves accordingly. The completion of the form will NOT be voluntary as the prospective trainees will be allowed to attend based on their prioritization in the 24CFR Part 75.9(a)(2).

If the training is being paid for with HUD Public Housing financial assistance, the training will be limited to authority residents and voucher holders only. If the training include non-federalized dollars, an equal number of non-assisted persons will be allowed meeting the non-federalized dollars percentage.

All advertisements for training with the authority will carry this wording: *"This opportunity is covered under Section 3 of the HUD Act of 1968"*

### § 75.3 Applicability.

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) **Public housing financial assistance.** Public housing financial assistance means:

- (i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;
- (iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and
- (iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

**(2) NOT APPLICABLE - Section 3 projects.** (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead- Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead- Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

§ 75.5 Definitions.

The terms HUD, Public housing, and Public Housing Agency (PHA), are defined in 24 CFR part 5. They also apply to this part: 1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq. Contractor means any entity entering into a contract with:

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

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

**Low-income person** means a person as defined in Section 3(6)(2) of the 1937 Act.

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

**Professional services** means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services. *THESE SERVICES DO NOT NEED TO BE TRACKED FOR SECTION 3 IF YOU HAVE A PROFESSIONAL LICENSE.*

**Public housing financial assistance** means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

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

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

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
  - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
  - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

Public housing project

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

**Section 3 project** means a project defined in § 75.3(a)(2).

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

**Section 3 worker means:**

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

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

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

(iii) The worker is a YouthBuild participant.

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

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

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

Service Area or the Neighborhood of the project This definition

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

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

**Sub-recipient** has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

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

**§ 75.11 Targeted Section 3 worker for Public Housing Financial Assistance.**

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

(1) A worker employed by a Section 3 business concern; or

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

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant.

**Very low-income person** means the definition for this term set forth in section 3(6)(2) of the 1937 Act.

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

**§ 75.9 Requirements** - (a) Employment and Training.

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended;

(ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

(iii) To participants in YouthBuild programs; and

(iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) Contracting. (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (6)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;

(iii) To YouthBuild programs; and

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

**§ 75.11 Targeted Section 3 worker for Public Housing Financial Assistance.**

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

(1) A worker employed by a Section 3 business concern; or

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

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant.

**§ 75.13 Section 3 Safe Harbor.** *(See Benchmarks at the bottom of the next page)*

(a) General. Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in § 75.9; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.



**§ 75.15 Reporting.** *(See Benchmarks at the bottom of the next page)*

(a) Reporting of labor hours. (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

- (i) The total number of labor hours worked;
- (ii) The total number of labor hours worked by Section 3 workers; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

**(b) Additional reporting if Section 3 benchmarks are not met.**

If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in § 75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

§ 75.15 Continued - **(b) Additional reporting if Section 3 benchmarks are not met.**

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) Reporting frequency. Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

(d) Reporting by Small PHAs. Small PHAs may elect not to report under paragraph (a) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.17 **Contract provisions.**

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

§ 75.29 **Multiple Funding Sources.**

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to § 75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

**§ 75.31 Recordkeeping.**

(b) Recipients must maintain documentation, or ensure that a sub-recipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

- (1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:
  - (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
  - (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
  - (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
  - (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
  - (v) An employer's certification that the worker is employed by a Section 3 business concern.
  
- (2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:
  - (i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:
    - (A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
    - (B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
    - (C) An employer's certification that the worker is employed by a Section 3 business concern; or
    - (D) A worker's certification that the worker is a YouthBuild participant.

**Benchmarks** - For Section 3 projects, the proposed benchmark notification set the same benchmarks but with regards to the project itself rather than the recipient's fiscal year. The proposed benchmark notification provided that recipients would meet the safe harbor in the new § 75.13 by certifying to the prioritization of effort in the new § 75.9 and meeting or exceeding Section 3 benchmarks for total number of labor hours worked by Section 3 workers and by Targeted Section 3 workers. The benchmark for Section 3 workers was set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers was set at 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project.

Simply stated, the contract needs to meet these two benchmarks in order to be in compliance.

Section 3 Workers Labor Hours= 25%

Section 3 Targeted Workers Labor Hours= 5%

Total Labor Hours for the Project

Total Labor Hours for the Project

On March 25, 2021, HUD issued a Section 3 FAQ offering some clarity and changes to the Final Rule as quoted above. That FAQ stated it does not have the effect of binding law thus throwing a question mark over the entire document. HUD has been asked to confirm the status of the FAQ and its changes, but today has not released any formal determination. Once that confirmation is received, these documents will be updated to reflect the changes. Until then, the benchmarks and other core parts of the final rule issued September 29, 2020 will remain the focus of this recipient.

# SECTION 3 BUSINESS SELF-CERTIFICATION FORM

*(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)*

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

Section 3 Business Category	Additional Required Data	Initial Your Election
It is at least 51 percent owned by low- or very low-income persons; This business must be at least six months old	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing. This business must be at least six months old	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	
Not a Section 3 Business		

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

Signature:		Date Signed:
Print Name:	Title:	
Company Name:		Signers Email:
Address		
Telephone Number		
Type of Business: (Check One): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other		



SECTION 3 INDIVIDUAL LOW-INCOME PERSON

# Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year they are being confirmed as low-income.

Print Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

To qualify as a Section 3 Person, you must meet one of the standards in the brackets below and your individual annual income must not exceed the number in the box below.

Check only one box below that describes your situation:

- I am a low or very low-income person residing in the Housing Authority of Covington Metropolitan Area below (See below for all Counties)
- My employer will certify that I am employed by a Section 3 business
- I reside in a Housing Authority of Covington Public Housing property       Other Housing Authority
- I live in Section 8 housing
- I am a current YouthBuild participant

My Individual Annual Income Does Not Exceed: \$56,650\*

The **Cincinnati, OH-KY-IN HUD Metro Area** contains the following areas: Dearborn County, IN; Ohio County, IN; Boone County, KY; Bracken County, KY; Campbell County, KY; Gallatin County, KY; Kenton County, KY; Pendleton County, KY; Butler County, OH; Clermont County, OH; Hamilton County, OH; and Warren County, OH.

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income does not exceed the one shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 individual.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I do NOT qualify as a Section 3 Individual

Signature: \_\_\_\_\_

Date: \_\_\_\_\_