



PROCUREMENT THROUGH COMPETITIVE PROPOSAL REQUEST FOR PROPOSAL (RFP) #2008-21 Co-Developer – Fee or Merchant Developer Model

Released December 23, 2021

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- Acknowledgement of Addenda (*list all issued addenda, signature required*)
- HUD Form 5369b: Instructions to Offerors (Pre-award Terms)
- HUD Form 5369c: Representations, Certifications and other Statement (*signature required*)
- HUD Form 5370-C: General Conditions for Non-Construction Contracts (*contract value above 100,000*)
- HUD Form 50071: *Certification of Payments to Influence Federal Transactions (contract value above \$100,000)*
- Form SF-LLL (*contract value above \$100,000*)
- HACH Section 3 Plan
- Section 3 - Statement of Compliance (*signature required*)
- Section 3 – Contractor Compliance Commitments (*respondent must complete, signature required*)

SCHEDULE OF EVENTS:

- | | |
|--------------------------|--|
| Solicitation Issuance | Thursday, December 23, 2021 |
| Pre-Proposal Conference | Tuesday, January 11, 2022 @ 10:00 am |
| Last Day for Questions | Monday, January 24, 2022 @ 5:00 pm |
| Proposal Due Date | Thursday, February 3, 2022 @ 2:00 pm |
| Award/Contract Effective | On or around the last week of February, 2022 |

SECTION 1

INSTRUCTIONS TO RESPONDENTS

1.1. INTRODUCTION

The Housing Authority of the City of Hartford (the “Authority” or “HACH”) is seeking to contract through the competitive proposal process with one vendor (the “Contractor”) to serve as a Co-Developer under a Fee or Merchant Developer model in the redevelopment of an existing one hundred twenty-seven (127) unit multi-family low-income public housing development known as Mary Shepard Place (the “Development”). The redevelopment will include the demolition of all nine (9) residential buildings on the campus as well as the community center/maintenance building and the reconstruction of a similar development. The Authority reserves the right to make partial or full award of the services described below. Any obligations of Respondents in this RFP continue to be obligations of an awarded Contractor.

The Co-Developer is expected to exit the ownership of the structure upon attainment of stabilized operations at the property. For purposes of this RFP, the standards used to define “stabilized operations” are: construction must have been completed at the Development, the Development has achieved 100% tax credit qualified occupancy (i.e., when all of the tax credit units have been occupied by income-eligible tenants) and the Development has closed its permanent financing. The Co-Developer will cause the formation of a separate owner entity to manage the partnership. HACH or an affiliate of HACH will be a general partner or non-managing member of such owner entity. HACH or its affiliate will have the option to replace the Co-Developer or its affiliate as the managing general partner or managing member following attainment of stabilized operations. HACH or an affiliate of HACH will also have the option, but not the requirement, to become the management agent for the Development at any time following attainment of stabilized operations. The current intent of HACH is to manage the Development following attainment of stabilized operations. HACH envisions the Co-Developer taking the lead on initial lease-up and first year tax credit compliance with HACH or its affiliate assisting in those efforts and HACH or its affiliate taking the lead on maintenance of the Development immediately upon completion for the first phase of the Development with the subsequent phase structure to be determined. Such rights shall be set forth in the Partnership Agreement or Operating Agreement of each owner entity and perhaps in a Development Services Agreement between the parties.

Term Contract. The term of the contract resulting from this solicitation (the “Contract”) will be for three (3) years commencing on the date of award. Upon satisfactory completion of the initial term of the Contract, the Authority may extend the term of this Contract for two additional one-year terms at its sole option at the prices initially bid by each successful Contractor. The Authority shall provide Contractor with written notice of its intent to extend the Contract at least ninety (90) days prior to the expiration of the then current Contract term. Should the Authority elect not to extend the term of the Contract while Contractor is providing guarantees or other services, the Authority may elect to allow Contractor to continue to perform certain services or may elect to have those services performed by the Authority or an alternative contractor. In no case will the term of the Contract extend beyond five (5) years including all extensions.

Quantities. The Contract is an indefinite delivery, indefinite quantity contract. Services are required as and when needed. The Authority reserves the right to make partial or full award of the services described below.

Non-Exclusive. The Contract is not an exclusive contract and there is no guarantee as to the amount of work to be assigned for any particular period of time. The Authority reserves the right to go out to separate solicitation for major projects or for assignments not covered by the Scope of Services described in this RFP.

Funding. The Contract is contingent upon continued funding availability from one or more sources potentially including federal funds. In the event that funds are not available at any time during the Contract term, the Authority reserves the right to cancel the Contract.

Assignability. The Contract may be assigned to an affiliate of the Authority at the sole option of the Authority. Should such an assignment occur, the Authority will be released from all claims under the Contract and its affiliate shall assume all rights and obligations of the Authority.

1.2. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held in the Community Room of the Development at 15 Pavilion Street, Hartford, CT on Tuesday, January 11, 2022 at 10 AM. Respondents may participate in a site tour to avail themselves of the general conditions that exist for the Development following the presentation and question and answer periods. Failure to inspect will not be grounds to alter Contractor's responsibility to successfully perform the work without additional expense to the Authority.

The purpose of the conference is to answer questions concerning this RFP. An addendum will be issued following the conference which will summarize the topics addressed at the conference.

1.3 QUESTIONS AND COMMUNICATION

All questions must be in writing to the RFP Contact named below no later than the date **indicated on the cover of this RFP**. The intent of this requirement is to assure that all Respondents are in receipt of the same information and to allow the Authority sufficient time to post questions and answers in an Addendum to this RFP. The Authority reserves the right to use its discretion in issuing Addenda for questions and answers; only those questions and answers which might materially affect a vendor's response will result in an Addendum. It is the responsibility of each Respondent to check the Authority's website: www.hartfordhousing.org for a copy of all Addenda issued for this RFP.

NOTE: Any solicitation or lobbying directed to any Authority staff or the Board of Commissioners is prohibited and is grounds for disqualification of Respondent's proposal.

SOLE RFP CONTACT

Kim Cotharin
Contracting Officer
180 John D Wardlaw Way
Hartford, CT 06106
email: bids@hartfordhousing.org
www.hartfordhousing.org

1.4. PROPOSAL DEADLINE AND DELIVERY

Respondents must utilize on-line submission and submit by the date and time identified on the cover page of this solicitation. No mailed originals will be accepted.

Send all proposals to bids@hartfordhousing.org

1.5. PROPOSAL FORMAT

To assure proper electronic receipts and handling of responses, Respondents must utilize the following file naming convention. **Failure to utilize the proper naming convention may result in rejection of submissions.**

Naming Convention Example: ABC Company LLC- RFP 1938-20 MSP General Contractor Services

In addition to the documents marked as “signature required” on the cover of this solicitation, Respondents must submit an executed Qualification Form (included in Section 3 of this RFP).

Respondents must also include the following with their responses:

Letter of Interest: Respondent's submittals shall be accompanied by a Letter of Interest on the Respondent's letterhead. This letter should include the Respondent's statement of understanding for the scope of work outlined in this RFP, the commitment to perform the work expeditiously, a brief statement indicating why the Respondent believes itself to be best qualified to perform the engagement, and a statement that the response is firm and irrevocable for one hundred eighty (180) days.

Respondent's Qualifications: The Respondent shall submit the following information regarding its qualifications:

1. **Organizational Structure and Staffing:** Provide a detailed description of the organizational structure and staffing of the Respondent. List the members of the Respondent's team; indicate their areas of specialization and specific contribution to the team. Provide a brief description of previous collaboration among the members of the Respondent's team. Additionally, for each discipline represented on the Respondent's team, indicate if familiarity with state or local rules, practices or conditions is important to the effective accomplishment of the development and if so, indicate the extent of and basis for the team's familiarity. Firms that will be using subcontractors to meet qualifications must be specific as to whom has the experience on behalf of the team.
2. **Profile of Principals and Key Staff:** Provide profiles of the principals and key staff to be involved in the development effort. This information should specify their roles, their existing time commitments, their previous development experience, and whether the staff will be locally based. Identify the individual who will serve as the project manager and who will direct and coordinate the Project to completion. Fill out Profile of Firm form for each Prime Firm and Subcontracting Firm that the respondent is providing in its response to receive experience and scoring consideration of.
3. **Termination:** Indicate whether the Respondent or any Respondent team member has been terminated from a contract, and if so, describe the circumstances and outcome.
4. **Litigation:** Indicate whether the Respondent or any Respondent team member has ever sued or been sued by a public agency, and if so, describe the circumstances and outcome.
5. **Eligibility to Bid and Contract:** Any Respondent who has been suspended or disbarred from bidding on projects by any federal, state, or local government agency, must fully disclose to HACH the details of such suspension or disbarment.
6. **Previous Housing Development Experience:** Provide information on residential rental development projects in which the Respondent has participated in the attached Project Experience chart. Focus on the five most recently completed developments, particularly affordable partnerships with public housing authorities for which the Respondent was procured. Information should list the project name, location, project size, project completion date or current status, funding sources and amounts, ownership type, public programs utilized, income levels served (very low, low, moderate, market rate, or mixed), type of development (high, mid or low-rise, walk-ups, townhouses, etc.), extent of community and/or resident participation, and total development cost. In addition, complete the attached Exhibit for four projects most comparable to this RFP. Finally, include the name of a contact at each housing authority that you have prior experience with and their phone number and e-mail address.

7. **Financing Experience:** Describe new and innovative financing techniques for raising capital that the Respondent has employed. Describe strategies for leveraging the maximum tax credit equity and first mortgage debt for affordable subsidized projects. Describe Respondent's approach to managing the financial risk associated with affordable housing development. Demonstrate that the Respondent possesses an understanding of Connecticut specific state and local financing tools, requirements and procedures that will enable necessary equity to be raised and the effort to be efficiently completed. Describe the financing strategy of the Respondent and the proposed methods that will be utilized to identify and obtain the maximum financial funding needed to complete the development effort while minimizing the amount of HACH funds required to successfully complete the project. Describe what funds the Respondent will commit, what other private and public funds will likely be necessary, and from what sources and when these funds will likely be available. Respondent shall provide their approach to the division of work and responsibility between them and HACH, as well as their requirements with regard to advance funding, compensation and similar issues. HACH prefers a financial structure that allows it to participate in the financial benefits of the development including development fees, management fees, and operating cash flow, and other fees.

8. **Green Building Experience:** Provide information on all green building development projects in which the Respondent has participated. An important goal of HACH is to develop an environmentally responsible development on the site(s) that can serve as a model for residential construction in the State of Connecticut. It is the intent of HACH to implement financially feasible, technologically sound strategies to conserve energy and to surpass current norms for water conservation, waste management/recycling and the quality of the indoor environment. HACH will require that such strategies be fully explored in the development of the site(s).

9. **Capacity:** Respondent shall certify that the Respondent and all team members are available to start immediately. The Respondent should describe any existing time commitments of the proposed team members or their proposed staff which would impair the Respondent's ability to proceed expeditiously.

10. **Financial Statement:** Provide current financial statements of the Respondent prepared by a Certified Public Accountant.

11. **References:** Provide the name, mailing address, and telephone number of two community partner references, two housing authority references (if the Respondent has housing authority experience), two tax credit investor references, and one Housing Finance Agency reference. References must verify Respondent's representations. HACH reserves the right to check other references as well.

c. **Proposed Development Methods and Strategy:** Provide a narrative description of the Respondent's methods and strategy for the development of this project. Illustrate this approach with descriptions of up to four such developments, including one well established development and one recently completed development.

d. **Understanding Local Requirements:** Demonstrate that the Respondent possesses an understanding of local (requirements and procedures that will enable the effort to be efficiently completed.

1.6. RIGHT TO VERIFY INFORMATION

The Authority reserves the right to verify any and all information provided in the Proposal. If there is evidence of misleading or false information, the Authority may, in its discretion, reject the Respondent's submittal.

1.7. EVALUATION OF PROPOSALS

The Authority will assign personnel to review each proposal to determine if the proposal substantially complies with the requirements and procedures contained in this RFP. Respondents that are not in substantial compliance will not be considered further.

A selection committee will be convened to review responsive proposals.

1.8. EVALUATION CRITERIA

Firms shall submit proposals in accordance with the following outline to receive the maximum points (100) under this solicitation. Items which are not addressed within the proposal will be given a score of zero (0).

1. Evidence of the Respondent's ability to perform the work as indicated by profiles of the principles and staff and team members including development team subcontractors and explanation of their professional, technical competence and relevant experience with projects of similar size and scope. Size of Respondent and available resources to complete the Development will be considered here. Please identify which team members will be assigned to this project. **(30 points)**
2. **Evidence of the Respondent's history with financing and completing similar transactions in Connecticut (20 points)**
3. Firm's approach and ability to meet HACH's deadlines. **(10 points)**
4. Fee proposal, together with a demonstration of the Respondent's financial stability and ability to provide adequate assurances for completion of the development. **(20 points)**
5. References **(10 points)**
6. Provide evidence of demonstrated knowledge and familiarity of applicable governmental regulations and codes as required by the U.S. Department of Housing and Urban Development, State of Connecticut, City of Hartford and any other agencies having authority. **(10 points)**

Firms that will be relying on subcontractors to increase their point scores for specific expertise must provide a Profile of Firm form for each subcontractor. It is expected that these subcontractors will be a part of the team for the duration of the contract. This form is not applicable to the overall development team participants which include Property Management Companies, General Contractors, Attorneys, Architects or Engineering Firms unless that participant has explicit expertise that the respondent is wanting to acknowledge and receive consideration for.

1.9. INTERVIEWS

A selection panel may interview the highest scoring Respondents (typically the highest 3 unless it is in the Authority's best interest to interview more). Initial scores may be adjusted based upon the outcome of interviews. The Authority reserves the right to make award based solely upon written proposals, therefore, Respondents are urged to provide a complete initial response including their best and final offer.

1.10. AWARD

Award will be made to the Respondent(s) whose proposal is deemed most advantageous to the Authority. The Authority reserves the right to make award to one or more Respondents whichever is deemed to be most advantageous to the Authority. Further, the Authority reserves the right to administer the Contract in whatever way is most advantageous taking into consideration cost effectiveness, efficiency, and practicality. The Authority further reserves the right to make a "no award" on all or any part of this Request for Proposal and to negotiate the extent of services provided (upward or downward).

1.11. SOCIO ECONOMIC CONSIDERATION

Section 3: The Contract resulting from this solicitation will be subject to the terms of Section 3 as further described in the attached Section 3 Plan of the Housing Authority of the City of Hartford. All respondents must fill out and submit the attached Section 3 Compliance Commitments with their response.

1.12. CONDITIONS OF CONTRACT

This Request for Proposal, including all attachments, together with the Contractor's proposal response and any development services agreement negotiated between the parties will form the entire agreement between the Contractor and the Authority.

In the event additional services are required that have not been awarded but are within the scope of the services described in this RFP, the Authority will have the sole and exclusive right to allocate the service to a firm under contract or seek the services on the open market, whichever is deemed to be in its best interest.

The person signing the proposal on behalf of the Respondent shall be authorized to commit the Respondent in contractual matters and to conduct negotiations or on behalf of the Respondent.

1.13. PRICING

All offers shall be firm for a period of one hundred eighty (180) days following the response due date.

Pricing shall include all charges necessary to fulfilling the terms of the Contract.

1.14. SUBCONTRACTING

The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this Contract without the prior written consent of the Authority.

SECTION 2 SCOPE OF SERVICES

Mary Shepard Place was developed in 1941 and sits on approximately 12.65 acres. The Development is comprised of nine residential buildings housing 127 units and one community maintenance building. The Development was last renovated in 1998 and is mostly occupied. The residential mix consists of 13 one-bedroom units, 77 two-bedroom units, 33 three-bedroom units and 4 four-bedroom units. HACH is currently in the process of going through obsolescence testing to determine whether or not the Development would be eligible for Section 18. Should the Development not qualify as obsolete, HACH would expect to pursue a RAD/Section 18 blend.

HACH has engaged Amenta Emma Architects and their design team for the redevelopment of MSP (the "Architect").
About Amenta Emma Architects:

Design matters. This is the principle that guides all relationships between Amenta Emma and the firm's clients. With offices in Hartford, Boston, and New York, Amenta Emma is a mission-driven, design-forward architecture and interior design firm focused on the academic, mixed-use, multi-family, retail, senior living, and workplace markets. The firm has an extensive portfolio of work throughout the Northeast and across the United States.

More information may be found at: amentaemma.com Respondents must be willing to work with the Architect.

HACH's goal is to have development proceed as expeditiously as possible. Responses that demonstrate an ability to complete the Development on the earliest possible, realistic schedule will be favorably received by HACH. The Respondent shall certify its ability to start work immediately and should propose a staffing plan that describes the existing time commitments of the staff proposed to be assigned to the project and whether any of the staff will be locally based.

The selected Respondent will develop a comprehensive Master Plan in conjunction with the Architect and budget and submit same to HACH for review and approval.

THE CO-DEVELOPER'S ROLE

The selected Co-Developer will develop a community that improves and revitalizes the surrounding neighborhoods.

The following will be the responsibility of the selected Co-Developer, all subject to HACH approval:

- Work with the Architect on undertaking and conducting environmental and geotechnical testing and an analysis of the condition of existing utilities at the Development.
- Work with the Architect on a plan including street layout and common area facilities based on the Master Plan.
- Design and construction of all infrastructure and site improvements.
- Develop a construction strategy and a development implementation schedule.
- Work with HACH and its development & financial consultant ("TAG Associates, Inc.") to create detailed development and operating budgets. The selected Co-Developer will be required to expand and to update the budgets throughout the development process.
- Provide regular reports to HACH on a monthly or more frequent basis upon request of HACH on the progress of the development efforts, including work already completed, associated costs, schedule, and budgetary requirements.
- Work with HACH and its legal team to create an ownership structure for the development which will include an affiliate of HACH as a general partner or managing member.
- Provide timely payment for all pre-development costs. HACH will be compensated for qualified pre-development costs incurred prior to the selection of the Co-Developer as project costs.
- Obtain financing, through the use of Low-Income Housing Tax Credits ("LIHTC"), HOME Funds, Community Development Block Grant Funds, State Housing) program funds, and other public or private funding sources, to finance the Development.
- The Co-Developer shall provide all guarantees required by the LIHTC investor and any lender through the attainment of stabilized operations. Such guarantees include, but are not limited to, operating and financing guarantees.
- The Co-Developer shall be responsible for timely Project delivery and leasing of the Project upon completion.
- Oversee the design, construction, and quality control of the Development.
- Procure the construction contractor utilizing a competitive process developed collaboratively with and approved by HACH.
- Select subcontractors.
- Provide all required operating and financing guarantees to HACH and other lending institutions.

- Obtain all required building permits and zoning approvals.
- Work with HACH and its staff or its affiliate, as applicable, to undertake all marketing and lease up efforts.
- Attend meetings with residents, Local Government, and Community. Including the attendance at municipal approval meetings and meetings with local utility providers if required.
- The Co-Developer shall guarantee to HACH the lien free completion of construction of the Development in compliance with the Development Schedule and the Development Budget. The Co-Developer, and not HACH or any HACH affiliate, shall be responsible to the LIHTC investor for all construction cost overruns, timely completion of construction or the recapture of any LIHTCs which result from the Co-Developer's failure to perform.

Respondent should indicate its requirements with regard to advance funding, compensation, and similar issues. Respondent must provide a demonstration of the Respondent's financial stability and ability to provide adequate assurances for completion of the development.

As a Co-Developer, HACH expects to receive an appropriate share of all fees. At a minimum, HACH expects at least a 50% share of the developer fee.

Additionally, each Respondent must have, or within its team provide, the following:

- a. Experience in the development of neighborhoods;
- b. Experience in the development, construction, and operation of an affordable housing development;
- c. Experience in Green Building and Energy Modeling;
- d. Experience in site preparation and infrastructure development;
- e. Expertise in regulatory compliance issues;
- f. Expertise in Section 3, DBE, MBE, and WBE, compliance; and,
- g. Expertise with local government authorities which regulate the permits and utilities necessary for the Revitalization.

The Co-Developer is expected to exit the ownership of the structure upon attainment of stabilized operations at the property. For purposes of this RFP, the standards used to define "stabilized operations" are: construction must have been completed at the Development, the Development has achieved 100% tax credit qualified occupancy (i.e., when all of the tax credit units have been occupied by income-eligible tenants) and the Development has closed its permanent financing. The Co-Developer will cause the formation of a separate owner entity to manage the partnership. HACH or an affiliate of HACH will be a general partner or non-managing member of such owner entity. HACH or its affiliate will have the option to replace the Co-Developer or its affiliate as the managing general partner or managing member following attainment of stabilized operations. HACH or an affiliate of HACH will also have the option, but not the requirement, to become the management agent for the Development at any time following attainment of stabilized operations. HACH envisions the Co-Developer taking the lead on initial lease-up and first year tax credit compliance with HACH or its affiliate assisting in those efforts and HACH or its affiliate taking the lead on maintenance of the Development immediately upon completion for the first phase of the Development with the subsequent phase structure to be determined. Such rights shall be set forth in the

Partnership Agreement or Operating Agreement of each owner entity. The current intent of HACH is to manage the Development following completion of the Development.

Additionally, HACH or its affiliate shall have an option and right of first refusal to acquire the Development in the event a bona fide offer to purchase the Development is received by the owner entity or at any time after the expiration of the LIHTC compliance period. Such right and option shall be for a purchase price equal to the minimum required pursuant to Section 42 of the Internal Revenue Code.

SECTION 3 QUALIFICATION STATEMENT

1. Company/Individual Name and complete Mailing Address:

2. Structure: _____Sole Proprietor _____Partnership _____Corporation _____Other (_____)

3. Email Address and Phone Number _____

4. How many years have you been in business? _____

5. Specify your relevant registrations, certifications and licenses

6. Are there other expected engagements or vacations which would impede your ability to perform the services required for the duration of the Contract?

7. Describe your back up plan in the event you (if an individual) or the individual assigned by your firm is not available for any length of time. How will the services continue uninterrupted?

8. Debarred Statement:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a Federal, State or Local department or agency; and

(b) Have not, within a three (3) year period preceding this bid, 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; and

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

(d) Have not within a three (3) year period preceding this bid, had one or more public transactions (Federal, State or Local) terminated for cause of default.

If "Yes," to any of the above please attach a full detailed explanation, including dates, circumstances and current status.

(e) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of HACH? Yes No

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

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

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

DATE: _____

BY: _____

Signature of person signing proposal

Print Name _____

SECTION 4 PRICE PROPOSAL FORM

Respondents are required to provide a complete fee schedule inclusive of all costs associated with delivering the full range of services proposed. Any and all costs not specifically provided for in the proposal response will be borne by the Contractor. Cost plus pricing is absolutely prohibited. This prohibition includes all subcontractor price or administrative markups as well as any part or supply markups. The Authority will not reimburse for travel, mileage, hotel, meals or other related expenses and will not pay for travel time to and from Authority locations.

Pricing proposals must be in the form of a percentage of the following:

1. Developer Fee
2. Deferred Developer Fee
3. Earnable Fees (asset management, incentive management, construction cost savings, etc.)
4. Operating Revenues

The Undersigned agrees to hold its offer open for 90 days from the date of RFP opening.

Signed by: _____ Print Name _____

Name of Company or Title _____

Address _____

Telephone _____

SECTION 5 GENERAL TERMS AND CONDITIONS

1. **CONTRACT AGREEMENT:** This Request for Proposal, the Contractor's response to it and the any development services agreement negotiated between the parties will constitute the entire agreement between the Contractor and the Authority unless mutually amended in writing.
2. **SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal is considered a binding offer by the Respondent which shall remain firm for a period of 90 days from the due date for proposal delivery. In the event of withdrawal after proposal delivery, the Authority may take such action as it deems appropriate including legal action for damages or specific performance.
3. **PAYMENT TERMS:** Payment terms are NET 45 days following receipt of correct invoice. The Authority is responsible for all payments to Contractor under the Contract.
4. **CHANGES:** the Authority shall have the right, at any time, to increase or decrease the scope of work contained in this RFP to meet increased or decreased needs.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.

6. **NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State and Authority requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.
7. **GOVERNING LAWS:** The Contract is made under and shall be governed and construed in accordance with the laws of the State of Connecticut.
8. **ADVERTISING:** In submitting a proposal to the Authority, the Respondent agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of the Authority.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting a proposal the Respondent agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Authority until after the award of the Contract. Respondents not in compliance with the provision may, at the option of the Authority, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
10. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
11. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Respondents in preparing or submitting proposals are the Respondents' sole responsibility. The Authority will not reimburse any Respondent for any costs incurred prior to award of the Contract.
12. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Respondents shall become the property of the Authority when received.
13. **NO COLLUSION:** The Respondent's signature on the price proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible Respondents and without effort to preclude the Authority from obtaining the lowest possible competitive price.
14. **GENERAL INDEMNITY:** The Respondent shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the Authority for the entire responsibility and liability for losses, expenses, demands, actions and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Authority or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this RFP, by the Respondent or their employees, including losses, expenses or damages sustained by the Authority officials from any and all such losses, expenses, damages, demands and claims. The Respondent further agrees to defend any suit or action brought against the Authority, (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. The obligations of the Respondent pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Respondent.
15. **CONFLICT OF INTEREST:** All Respondents must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the Authority. All Respondents must also disclose in writing with their proposal the name of any employee of the Authority who owns, directly or

indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or subsidiaries. By submitting a proposal, the Respondent certifies that there is no relationship between the Respondent and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

16. **ERRORS AND OMISSIONS:** The Respondent shall not take advantage of any errors or omissions in this RFP. The Respondent shall promptly notify the Authority of any omissions or errors found in this document.
17. **INDEPENDENT INVESTIGATIONS:** The Authority reserves the right to make independent investigations as to the qualifications of the Respondent. Such investigations may include contacting existing customers. The Authority reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities or deficiencies as may be permitted by law when it is deemed that such action will be in the best interest of the Authority.
18. **REFERENCE TO OTHER DATA:** Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.
19. **NOTIFICATION OF AWARD:** After all prerequisites and specifications have been met by the Respondent and the award has been made, the successful Respondent will be notified within ten (10) working days of this award. The Authority will notify the successful Respondent in writing, either by a Letter of Award or a Purchase Order or both. **VERBAL NOTIFICATION OF THE AWARD OF THE CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.**
20. **TERMINATION FOR CAUSE:** The Authority reserves the right to terminate the Contract at any time for cause. The violation of any provision or condition contained in the Contract, or the refusal, failure, or inability to carry out any provisions of the Contract shall constitute sufficient grounds to terminate the Contract for cause. Should the Authority elect to terminate the Contract for cause, the Authority will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Authority.
21. **TERMINATION WITHOUT CAUSE:** The Authority may terminate the Contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.
22. **DRUG POLICY:** The Respondent certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. The Respondent further agrees their employees shall comply with the City of Hartford's Drug-Free Workplace Policy.
23. **STATE AND FEDERAL REGULATIONS:** The Contractor shall perform all work in accordance with State and Federal safety regulations in regard to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.
24. **PUBLIC SAFETY:** The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

25. **NO SMOKING:** The Authority is 100% smoke free. Smoking is absolutely forbidden on all Authority grounds and in all Authority facilities during the entire term of this Contract. This prohibition includes smoking in vehicles parked on Authority grounds.
26. **AUTHORIZED PERSONNEL:** While engaged in the performance of the services described herein, only authorized employees of the Contractor are allowed at the Authority locations where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.
27. **EMPLOYEE GUIDELINES:** The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring employees abide by all rules and regulations set forth for the buildings and grounds.
28. **SAFETY:** Contractor shall insure that its employees meet and maintain all applicable OSHA or other similar workplace safety and licensing requirements (i.e., asbestos certification, electrician licensing, OSHA 10 etc.) and adhere to all OSHA and other required safety standards and regulations that apply while performing their job duties. Contractor shall provide proof of licensure and compliance with all applicable safety requirements upon request by Authority.
29. **INSURANCE COVERAGE:** During the term of the Contract, the Contractor and the Contractor's subcontractors at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. The Authority will require proof of such insurance prior to Contract execution and during the term of the Contract.
30. **CONTINUANCE OF WORK:** In the event Contract term expires and Contractor has not completed assignments that are underway, the Authority may, at its discretion, allow Contractor to complete those assignments if the following conditions are met and evidenced in writing:
 - a. Contractor requests to complete the assignments that are underway.
 - b. The prices in Contract remain in effect until all work is completed.
 - c. All other contractual obligations and conditions remain the same, including insurance requirements.

This provision does not apply to any continuance of work which would extend the Contract term (inclusive of any extensions by the Authority) beyond five years from the date of Contract award.

HOUSING AUTHORITY OF THE CITY OF HARTFORD

ACKNOWLEDGEMENT OF ADDENDA FORM

Proposer has received the following Addenda, the receipt of which is hereby acknowledged:

Addendum Number _____ Date Received: _____

(Company Name)

(Signature)

PROJECT EXPERIENCE

For each project described your proposal. put an "x" in the box if the Respondent performed the function or utilized the described financing.

	Project 1	Project 2	Project 3	Project 4
NAME:				
Real Estate				
Development Feasibility Studies				
Sale of Real Estate				
Real Estate Redevelopment				
Zoning Approval				
Subdivision Approval				
Site Preparation Work				
Environmental Work				
Dedicated Infrastructure				
Other (specify)				
Financing Employed				
Financial Feasibility Studies				
LIHTC				
HOPE VI				
CDBG (also HOME, RHF, etc.)				
FHA Multi-Family Insurance				
Fannie Mae DUS				
Federal Home Loan Bank				
Other Insurance Programs				
County Financing Programs				
Bank Financing				
Bond Financing				
Bond Underwriting				
Tax Credit Syndicator				
Personal Guarantees				
Corporate Guarantees				
Construction Services				
Construction Contractor				
Construction Manager				
Infrastructure Construction				
Design Services				
Property Management				
Marketing Plans				
Property Manager				
Site Maintenance				
Site Security				

	Project 1	Project 2	Project 3	Project 4
Section 3				
Dollars Paid as % of Total Development Cost				
# Of Persons Employed				
Miscellaneous				
Mixed Finance Proposal				
Supportive Services				

- a) Describe new and innovative financing techniques for raising capital that the Respondent has employed.
- b) Describe the approach to managing the financial risk associated with each project.
- c) Describe how each project was kept on budget and on schedule. Describe any impediments that occurred and how they were handled.
- d) Provide a statement of how you will honor all financial guarantees, should the need arise. The statement should include more than a reference to the financial statements.
- e) Describe prior Public Housing Authority projects; inclusive of the financing structure and the developer fee structure for each.

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

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/offers 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)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach 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
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. 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.

18. 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.

19. 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.

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

22. Procurement of Recovered Materials

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

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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

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

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

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

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

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

Housing Authority of the City of Hartford

Section 3 Plan

PURPOSE

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended by the Housing and Community Development Act of 1992 (“Section 3”), is to ensure that employment and other economic opportunities generated by certain U.S. Department of Housing & Urban Development (HUD) financial assistance provided to the Housing Authority of the City of Hartford (HACH), *to the greatest extent feasible*, and consistent with existing Federal, State, and local laws and regulations, are directed to Low-Income and Very Low-Income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to Low-Income and Very Low-Income persons.

HACH has developed and adopted this Section 3 Plan (the “Plan”) to identify goals, objectives and actions that will be implemented to ensure compliance with the requirements of Section 3.

HACH hereby directs the Executive Director to change and update this plan from time to time to make technical corrections and clarifying changes in response to changing market/procurement conditions or Federal regulatory changes. No further board approval is necessary to carry out such revisions. The Executive Director may not make material changes to the Plan without prior approval of the Board of Commissioners. The Executive Director shall present these changes and updates to the Board of Commissioners at the next regular Board of Commissioner’s meeting.

APPLICABILITY

A. The requirements of Section 3 apply to:

1. Public Housing Financial Assistance (no threshold spending requirement):
 - a. Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
 - b. Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;
 - c. Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act; and

- d. 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 subsections (i) through (iii).
2. Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction.
3. RAD Projects to a certain extent.

B. The requirements of Section 3 do not apply to:

1. Section 8 Operations and HAP contracts;
2. Professional Services Contracts requiring a specialized degree or certification (i.e., legal services, engineering services, audit services); and
3. Contracts with no labor component (i.e., materials purchases for the warehouse)

DEFINITIONS

Any capitalized terms included herein and not defined have the meanings assigned to them in the Section 3 statutes and regulations.

“Best Efforts” and “Greatest Extent Feasible” are statutory terms, used in the statute in different contexts. As such, HUD uses both terms to track compliance, and there are many ways to interpret the language. Traditionally, HUD has used the terms interchangeably, as referenced in the statute, and will continue to be consistent with the statutory language. *See* 12 U.S.C. 1701u(b)-(d). These terms are integral to the statutory intent and provide flexibility, rather than administrative burden, to grantees or recipients of HUD funding.

“Section 3 Project” Section 3 Projects are 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/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*).

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

1. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or

3. The worker is a YouthBuild participant.

“Targeted Section 3 Worker” A Targeted Section 3 Worker for Public Housing Financial Assistance projects is a Section 3 Worker who:

1. is employed by a Section 3 Business Concern; or
2. currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. A resident of public housing or Section 8-assisted housing;
 - b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - c. A YouthBuild participant.

“Section 3 Business Concern” A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

“Low-income and very low-income” Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>

“YouthBuild” YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

BENCHMARKS

For public housing financial assistance, the benchmark for Section 3 Workers is set at 25 *percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in each HACH fiscal year. For purposes of these benchmarks workers employed with public housing financial assistance include not only HACH employees, but all employees of contractors and their subcontractors covered by Section 3. The benchmark for Targeted Section 3 Workers is set at 5 *percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in each HACH fiscal year. This means that the 5 *percent* is included as part of the 25 *percent* threshold.

For housing and community development financial assistance projects, the benchmark for Section 3 Workers is set at *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. For purposes of these benchmarks workers employed with public housing financial assistance include not only HACH employees, but all employees of vendors and contractors covered by Section 3. The benchmark for Targeted Section 3 Workers is set at *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 Project. This means that the *5 percent* is included as part of the *25 percent* threshold.

For HACH and contractors and their subcontractors Section 3 Workers and Targeted Section 3 Worker's labor hours may only be counted for five years from when their status as a Section 3 Worker is established.

These benchmarks are subject to periodic revision by HUD. The Plan will be updated as required to reflect current benchmarks. Benchmarking changes are considered administrative changes for purposes of the Plan and require Executive Director approval only.

QUALITATIVE EFFORTS TO ATTAIN BENCHMARKS OR SHOW BEST EFFORTS/GREATEST EXTENT FEASIBLE

HACH will pursue some combination of the following and undertake related efforts to meet the benchmarks described in this Plan. Should HACH meet the benchmarks on an annual basis as a result of these efforts and provide accurate reporting to HUD it will be in compliance with Section 3. Should HACH fail to meet the benchmarks after undertaking the following, HACH will provide evidence of its efforts to show that it has made its Best Efforts and worked to the Greatest Extent Feasible to comply with Section 3 requirements.

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
- Provide training or apprenticeship opportunities.
- Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
- Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Hold one or more job fairs.
- Facilitate award of contracts to Section 3 Business Concerns.
- Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assist Section 3 Workers to obtain financial literacy training and/or coaching.
- Engage in outreach efforts to identify and secure bids from Section 3 Business Concerns.

- Provide technical assistance to help Section 3 Business Concerns understand and bid on contracts.
- Divide contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses.
- Perform outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

In addition to the general efforts outlined above HACH will undertake the following to ensure compliance with Section 3.

HACH will provide not more than a 5% price preference in the form of a notional discount to Section 3 Business Concerns for contracts based on the provision of a definite quantity of labor or other service to the Authority. For example, the preference would apply to a roofing contract where the number of roofs to be replaced is a definite quantity set by the Authority and the cost of roofing is set by the Contractor in the form of a bid. The preference would not apply to an indefinite quantity contract (ie on-call emergency services, on-call housing consultant services, etc.). The actual percentage of preference will be determined on an individual contract basis. Contractors who fail to maintain their Section 3 Business Concern status during the term of the contract shall pay HACH for the value of the price differential between their adjusted base bid and the next lowest bid. Section 3 Business Concerns claiming the preference shall supply evidence of their continuing status as a Section 3 Business Concern prior to requesting payment for any retainage or for a final invoice if there is no retainage. Payment for any penalty will be made through a withholding of payment or retainage by HACH. Any moneys collected by HACH under this section will be used for Section 3 purposes. For example:

1. Bid for services.
 - a. Bidder 1 is not a Section 3 Business Concern and bids \$100 to provide a service.
 - b. Bidder 2 is a Section 3 Business Concern and bids \$102 to provide the same service.
 - c. Bidder 2 receives a 5% notional discount making its effective bid \$96.90.
 - d. Bidder 2 is awarded the contract.
2. Failure to meet Benchmarks
 - a. Same facts as number 1 for a-c
 - b. Bidder 2 fails to maintain Section 3 Business Concern status.
 - c. Bidder 2 must pay HACH the difference between its effective bid of \$96.90 and the next lowest bid of \$100 - \$3.10

HACH will certify potential Section 3 Workers and Section 3 Business Concerns utilizing the attached certification forms and make efforts to link certified workers with contractors and certified businesses with contractors as well.

- All persons who meet the Section 3 Worker or Targeted Worker eligibility guidelines can, by appointment, visit with the Section 3 Coordinator to self-certify and claim job readiness for a particular skill or trade. Any claim of job readiness by a particular individual is informational only and HACH makes no representation of job readiness to any contractor hiring such individual.
- The Section 3 Coordinator may make a referral to other agencies that are better equipped to provide job readiness training in a particular skill.
- Any business seeking to be a Section 3 Business Concern in the awarding of contracts or purchase agreements with HACH may apply by completing the Certification for Business Concerns form attached to this Plan. The Section 3 Coordinator will review applications and make a determinations or ask for additional information.
- Certifications for a Section 3 Business Concern must be submitted to the Section 3 Coordinator prior to the submission of bids or responses to HACH solicitations for approval. Certification must be submitted along with any responses.

HACH shall make its best efforts to provide training and employment opportunities generated from the expenditure of Section 3 covered assistance in the following order of priority.

- a. Residents of the housing development or developments for which the Section 3 covered assistance is expended;
- b. Residents of other housing developments managed by HACH;
- c. Participants in HUD YouthBuild programs;
- d. To low-and very low-income persons residing within the Hartford metropolitan area.

Consistent with existing Federal, state and local laws and regulations, HACH will make its best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

- a. To Section 3 Business Concerns that provide economic opportunities for residents of the public housing projects for which the Section 3 covered assistance is provided;
- b. To Section 3 Business Concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by HACH;
- c. To YouthBuild programs; and
- d. To Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the Hartford metropolitan area.

CONTRACTOR/VENDOR REQUIREMENTS

Contractors and their subcontractors shall make their best efforts to provide training and employment opportunities generated from the expenditure of Section 3 covered assistance in the following order of priority.

- a. Residents of the housing development or developments for which the Section 3 covered assistance is expended;
- b. Residents of other housing developments managed by HACH;
- c. Participants in HUD YouthBuild programs;
- d. To low-and very low-income persons residing within the Hartford metropolitan area.

Consistent with existing Federal, state and local laws and regulations Contractors and their subcontractors shall make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

- a. To Section 3 Business Concerns that provide economic opportunities for residents of the public housing projects for which the Section 3 covered assistance is provided;
- b. To Section 3 Business Concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by HACH;
- c. To YouthBuild programs; and
- d. To Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the Hartford metropolitan area.

Contractors shall submit a Section 3 plan with responses detailing how they and their subcontractors will comply with the requirements of Section 3. The plan should include but not be limited to:

- a. Specific information about the contractor's and subcontractor's current workforce including certification forms as attached to this Plan for current Section 3 Workers.
- b. A list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- c.
- d. Strategies and/or procedures for targeting Section 3 Workers, Section 3 Targeted Workers and Section 3 Business Concerns for new economic opportunities.
- e. Plans for facilitating self-certification of Section 3 Workers and Section 3 Business Concerns.
- f. A commitment to provide all reporting necessary for HACH to comply with Section 3 reporting requirements in a timely manner.

Contractors shall maintain records of any and all Section 3 activities, including:

- a. Section 3 education, training, and employment records, including a record of those potential Section 3 Workers that participated in training sessions as well as any residents or other potential Section 3 Workers who applied for employment opportunities.
- b. Records certifying the status of Section 3 Workers whose hours are claimed toward compliance with Section 3. Such certifications must follow the form of those laid out in Exhibit 2 to this Plan.
- c. Bidding documents, proposals, and Contractor's Section 3 plan.
- d. Records related to notification and outreach.
- e. Records of all hours worked in a manner consistent with HACH and HUD required Section 3 reporting. Note to contractors that the Section 3 Rule has specific requirements related to the number of years a worker may be considered for Section 3 compliance.

Contractors shall meet the benchmarks described in this Plan through their own hours or the hours worked by them and their subcontractors or shall provide the Section 3 Coordinator with a highly detailed description of the Best Efforts and Greatest Extent Feasible activities undertaken to attempt to meet the benchmarks. Should contractors fail to meet the benchmarks they shall also certify that their best efforts were utilized in accordance with the orders of priority for education, training and provision of job opportunities as such priorities are described in this Plan. Such reporting must be provided by contractors promptly upon contract initiation, following the end of each calendar year and at contract closeout as well as upon request or at intervals established by the Section 3 Coordinator. Failure to provide such reporting may be considered an event of default under any contract contractor holds with HACH.

PENALTIES FOR CONTRACTOR NON-COMPLIANCE

Any contractor found to be non-compliant with their obligations under Section 3 will be given a reasonable chance to cure such non-compliance and then will be subject to the following remedies at HACH's discretion:

- a. Withholding of future payments or retainage due under any contract with HACH until it is determined by the Section 3 Coordinator that the contractor is in compliance with such obligations.
- b. Rejection of all future bids on HACH projects or applications for financial assistance in any form from HACH until it is determined by the Section 3 Coordinator that the contractor is in compliance with such obligations.
- c. Declaration of contract default and pursuit of contract remedies.

SECTION 3 CLAUSE

All Section 3 covered contracts will include the following clause (referred to as the Section 3 Clause):

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 (“Section 3”).

B. The parties to this Contract agree to comply with HUD’s regulations in 24 CFR part 75, which implement Section 3. Such regulations include, but are not limited to the following:

Contractors and their subcontractors shall make their best efforts to provide training and employment opportunities generated from the expenditure of Section 3 covered assistance in the following order of priority.

- a. Residents of the housing development or developments for which the Section 3 covered assistance is expended;
- b. Residents of other housing developments managed by HACH;
- c. Participants in HUD YouthBuild programs;
- d. To low-and very low-income persons residing within the Hartford metropolitan area.

Consistent with existing Federal, state and local laws and regulations Contractors and their subcontractors shall make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

- a. To Section 3 Business Concerns that provide economic opportunities for residents of the public housing projects for which the Section 3 covered assistance is provided;
 - b. To Section 3 Business Concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by HACH;
 - c. To YouthBuild programs; and
 - d. To Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the Hartford metropolitan area.
- C. 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.
- D. The Contractor shall notify local labor unions of the applicability of Section 3 to this Contract and shall also post all potential job openings and their applicability to potential

Section 3 Workers prominently at each site as well. Contractors shall ensure that their subcontractors follow these requirements as well.

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. The HACH Section 3 Plan is incorporated in its entirety into this Contract. Any failure to comply with the provisions of the HACH Section 3 Plan may be deemed a default under this Contract or under any other contract between contractor and HACH.

INTERNAL SECTION 3 COMPLIANT PROCEDURE

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

- a. Complaints of non-compliance must be filed in writing and must contain the name of the complainant and a brief description of the alleged violation of 24 CFR 135.
- b. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- c. An investigation will be conducted if complaint is found to be valid. The Section 3 Coordinator will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- d. The Section 3 Coordinator will provide written documentation detailing the findings of the investigation of HACH. HACH will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint.

Written complaints are to be filed with:

Section 3 Coordinator
Housing Authority of the City of Hartford
180 John D. Wardlaw Way
Hartford, CT 06106

If complainants wish to have their concerns considered outside of the HACH a complaint may be filed with:

United States Department of Housing and Urban Development
Hartford Field Office
One Corporate Center
20 Church Street, 10th Floor
Hartford, CT 06103-3220

ADOPTION AND REVISION HISTORY

Board Adoption – November 9, 2021

Revisions Approved by Board – December 14, 2021

Section 3 Worker and Targeted Section 3 Worker Self-Certification

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)?
 YES NO
2. What City are you a resident of? _____
3. In the field below, select the amount of individual income you believe you earn on an annual basis.

<input type="checkbox"/> Less than \$10,000	<input type="checkbox"/> \$30,001 - \$40,000	<input type="checkbox"/> More than \$60,000
<input type="checkbox"/> \$10,001 - \$20,000	<input type="checkbox"/> \$40,001 - \$50,000	
<input type="checkbox"/> \$20,001 - \$30,000	<input type="checkbox"/> \$50,001 - \$60,000	

Select from **ONE** of the following two options below:

I qualify as a:

Section 3 Worker (as defined in this Section 3 Worker Certification Form)

Targeted Section 3 Worker (as defined in this Section 3 Worker Certification Form)

Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ___ YES ___ NO

Is the employee a Targeted Section 3 worker based upon their self-certification? ___ YES ___ NO

Was this an applicant who was hired as a result of the Section 3 project? ___ YES ___ NO

If Yes, what is the name of the company? _____

What was the date of hire? _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition (for public housing)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.

Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

Select from **ONE** of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).

If "Yes" to any options above, please submit the following noted documentation to verify this claim.

Mark "X" if Included	Description
	Authority resident lease
	Evidence of participation in a public assistance program
	Articles of Incorporation
	Fictitious or Assumed Business Name Certificate
	List of owners/stockholders and % of each
	Latest Board minutes appointing officers
	Organization chart with names and titles and brief functional statement
	Partnership Agreement
	Corporation Annual Report
	Other: Please Specify

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

YES **NO**

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.

Date: _____

Project No.: _____

STATEMENT OF COMPLIANCE
WITH SECTION 3, HOUSING AND URBAN DEVELOPMENT ACT OF 1968(Final Rule took
effect November 30th, 2020)

- A. The project assisted under this contract/agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain U.S. Department of Housing & Urban Development (HUD) financial assistance provided to the Housing Authority of the City of Hartford (HACH), *to the greatest extent feasible*, and consistent with existing Federal, State, and local laws and regulations, are directed to Low-Income and Very Low-Income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to Low-Income and Very Low-Income persons.
- B. Notwithstanding any other provisions of this contract/agreement/recipient shall carry-out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary as well as all applicable rules and orders of the Secretary issued there under prior to the execution of this contract/agreement. The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project and the making of best efforts to the greatest extent feasible, to provide training, employment and business opportunities required by Section 3. The applicant/recipient certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Applicant/Company Name: _____

Address: _____

Telephone No.: _____

By: _____

Printed Name:

Title:

Section 3 Contractor Compliance Commitments

Project Name/Number:

This Section 3 Contractor Compliance Commitments document is formulated to meet the standards detailed within the Section 3 Plan of the Housing Authority of the City of Hartford.

Section 1.0 - Current Status as a Section 3 Business Concern

Complete the following to verify your firm's current status as a "section 3 business concern" (as detailed within the Section 3 plan of the Housing Authority of the City of Hartford):

Yes__ No __: Is your firm claiming to be a Section 3 Business Concern?

If "Yes," please submit the noted documentation on the Business Certification form to verify this claim. If "No", proceed directly to the following Section 2.0.

Section 2.0 – Contractor Commitment to Meet Labor Hour Benchmark

2.1. General Benchmark

Yes__ No __: 25% or more of the total number of labor hours for this contract or project will be performed by Section 3 Workers and 5% or more of the total number of labor hours will be performed by Targeted Section 3 Workers. **If "Yes", please refer to the income limits of where the individual resides to confirm low-income eligibility and complete Table No. 1; if "No," proceed directly to the following Section 2.2. Contractors marking "No" here are still required to track all labor hours performed by Section 3 Workers**

Low- and very low-income workers: The worker's income for the previous or annualized calendar year is below the income limit established by HUD. Example- *in 2021, the single income limit for Hartford is \$55,950. John Johnson lives in Hartford and makes \$53,000/annually, which would consider him a low-income individual.*

[Table No. 1]

(1) Classification	(2) Total Number of Labor Hours to be Performed	Total Number of Labor Hours to be performed by Section 3 individuals
Professionals		
Technicians		
Office/Clerical		
Construction by Trade (List)		
Trade:		
Trade:		

Trade:		
Trade:		
Other (List)		

If there are quantities entered within the above Table No. 1, attached are HACH certification forms for each Section 3 Worker.

2.2. Subcontracted Section 3 Business Concerns

Yes_ No __: We hereby provide evidence of a commitment to subcontract in excess of 25 percent of the labor hours of all subcontracts to be performed by business concerns that meet the qualifications of a Section 3 Business Concern. **If "Yes" fill in Table 2, If "No," proceed directly to the following Section 2.3.**

[Table No. 2]

(1) Classifications	(2) Name of Section 3 Firm Receiving the Subcontract	(3) Total Amount of Subcontract(s)	(4) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
Professional		\$	%
Technicians		\$	%
Office/Clerical		\$	%
Construction by Trade (List)		\$	%
Trade:		\$	%
Trade:		\$	%
Trade:		\$	%
Other (List)		\$	%

Attach fully executed copies of any contracts noted above.

2.3. Contractor Commitment to Meet Labor Hour Benchmark through subcontractors

Yes__ No __: 25% or more of the total number of labor hours for this contract or project will be performed by Section 3 Workers and 5% or more of the total number of labor hours will be performed by Targeted Section 3 Workers employed by the Contractor and/or its subcontractors. **If "Yes", please refer to the income limits of where the individual resides to confirm low-income eligibility and complete Table No. 3; if "No," proceed directly to the following Section 3.0. Contractors marking "No" here are still required to track all labor hours performed by Section 3 Workers employed by subcontractors.**

Note that the percentage benchmarks are aggregated between the Contractors forces and subcontractors. For example, marking yes here could mean that 12% of the Contractors labor hours will be performed by Section 3 Workers and 13% of the labor hours will be performed by subcontractor Section 3 Workers with 5% of the hours being performed by Targeted Section 3 Workers.

[Table No. 3]

(3) Classification	(4) Total Number of Labor Hours to be Performed	Total Number of Labor Hours to be performed by Section 3 individuals
Professionals		
Technicians		
Office/Clerical		
Construction by Trade (List)		
Trade:		
Other (List)		

If there are quantities entered within the above Table No. 3, attached are HACH certification forms for each Section 3 Worker.

INSTRUCTIONS FROM THE AUTHORITY. If your firm is unable to meet the Section 3 benchmarks described above, please move on to and complete Section 3.0.

Section 3.0 - Additional Efforts to Satisfy the Requirements of Section 3 (Best Efforts/Greatest Extent Feasible)

3.1 Having marked "No" to each of the sections above our firm commits to carry out commitments marked with an "X" in the "Will" Column below and provides an attached narrative description describing how those commitments will be carried out.

[Table No. 3]

(1) Section	(2) Will	(3) Will	(4) Description of Commitment (if marked within the "Will" Column)
3.1.1			Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers
3.1.2			Provide training or apprenticeship opportunities.
3.1.3			Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
3.1.4			Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job

3.1.5			Hold one or more job fairs.
3.1.6			Facilitate award of contracts to Section 3 Business Concerns.
3.1.7			Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
3.1.8			Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical
3.1.9			Assist Section 3 Workers to obtain financial literacy training and/or coaching.
3.1.10			Engage in outreach efforts to identify and secure bids from Section 3 Business Concerns.
3.1.11			Provide technical assistance to help Section 3 Business Concerns understand and bid on contracts.
3.1.12			Divide contracts into smaller jobs to facilitate participation by Section 3 Business Concerns
3.1.13			Advertising the jobs to be filled through the local media, such as community television networks, newspapers, or general
3.1.14			Promote use of business registries designed to create opportunities for disadvantaged and small businesses
3.1.15			Perform outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
3.1.16			Other: Please Specify

3.2 Section 3 Training and Employment Opportunities. The undersigned shall make its best efforts to provide training and employment opportunities generated from the expenditure of Section 3 covered assistance in the following order of priority.

- a. Residents of the housing development or developments for which the Section 3 covered assistance is expended;
- b. Residents of other housing developments managed by HACH;
- c. Participants in HUD YouthBuild programs;
- d. To low-and very low-income persons residing within the Hartford metropolitan area.

3.3 Section 3 Business Concerns Opportunities. The undersigned shall make its best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

- a. To Section 3 Business Concerns that provide economic opportunities for residents of the public housing projects for which the Section 3 covered assistance is provided;

- b. To Section 3 Business Concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by HACH;
- c. To YouthBuild programs; and
- d. To Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the Hartford metropolitan area.

Section 4 - Reporting.

Contractor shall report on its labor hours performed and best efforts made promptly upon contract initiation through the execution of these compliance commitments, following the end of each calendar year and at contract closeout as well as upon request or at intervals established by the Section 3 Coordinator. Failure to provide such reporting may be considered an event of default under any contract contractor holds with HACH. HACH may dictate the form of report or may accept reports in a form agreeable to the Contractor and HACH.

The undersigned hereby certifies that it and its firm will abide by the terms and conditions of these Section 3 Compliance Commitments.

By: _____
Typed Name: _____
Title: _____
Date: _____