

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee** (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference** (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

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

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

## Section 3 Business Preference Explanation Attachment

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- 1.0 Introduction:** The purpose of this document is to, in simplified terms, explain to bidders/proposers major issues pertaining to the Section 3 Business Preference program required by the HA's funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as "Preference."
- 2.0 What is Section 3?**
- 2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- 2.2 For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development. Section 3 requirements do not apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.
- 2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.
- 3.0 What does the term "Section 3 Worker" mean?**
- 3.1 A "Section 3 worker" is any worker who currently fits, or when hired fit, at least one of the following categories, as documented within the past 5 years:
- 3.1.1 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 found at 3.1.1.1 and updated by HUD on the website below); or
- 3.1.2 Employed by a Section 3 business concern; or
- 3.1.3 A YouthBuild participant.
- 3.1.1.1 The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

## Section 3 Business Preference Explanation Attachment

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### Individual Income Limits for Vineland-Bridgeton, NJ MSA FY 2024

Income Limits Category	FY 2024 Income Limits
Extremely Low Income Limits (30%)	\$18,950
Very Low Income Limits (50%)	\$31,550
Low Income Limits (80%)	\$50,500

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

### 3.2 Targeted Section 3 Workers | [24 CFR § 75.5](#)

The final rule also defines “Targeted Section 3 worker” to implement the statutory requirement that recipients or contractors prioritize Section 3 workers in these selected categories for employment and training opportunities and to allow HUD to track these efforts.

For public housing financial assistance, the definition of a Targeted Section 3 worker is a Section 3 worker who is also:

- 3.2.1 A worker employed by a Section 3 business concern; or
- 3.2.2 A worker who currently is, or who was when hired, as documented within the past five years:
  - 3.2.2.1 A resident of public housing or Section 8-assisted housing;
  - 3.2.2.2 A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is expending assistance; or
  - 3.2.2.3 A YouthBuild participant.

### 4.0 What does the term "Section 3 business concern" mean?

- 4.1 A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:
  - 4.1.1 At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
  - 4.1.2 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; or

## Section 3 Business Preference Explanation Attachment

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- 4.1.3 Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

### 5.0 Is participation in Section 3 optional?

- 5.1 Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the HA will offer all bidders and proposers the option of a Preference.
- 5.2 In response to a competitive solicitation (quotes; bids; RFP's), bidders and proposers are not required to respond to the HA with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the bidder or proposer to be deemed non-responsive); however, if a bidder or proposer does claim a Preference, then the HA will consider, investigate, and determine the validity of each such claim for a Preference.
- 5.3 Regardless of whether or not a bidder or proposer claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

### 6.0 Prioritization

#### 6.1 Contracting

- 6.1.1 Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.
- 6.1.2 PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:
- (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
  - (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
  - (iii) To YouthBuild programs; and
  - (iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

## Section 3 Business Preference Explanation Attachment

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### 6.2 Employment and Training

6.2.1 PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers in the following order of priority:

- 6.2.1.1 To residents of the public housing projects for which the public housing financial assistance is expended
- 6.2.1.2 To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA
- 6.2.1.3 To participants in YouthBuild programs
- 6.2.1.4 To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended

7.0 **Be aware that,** A Section 3 Clause needs to be included in all contracts subject to Section 3 of the Housing and Urban Development Act of 1937, as amended and 24 CFR Part 75. See especially regulatory contracting provision requirements in 24 CFR sections 75.9, 75.17 and 5.27, as applicable. Sample language below will be included and when a contractor executes the contract he/she is thereby agreeing to comply with the following:

### SECTION 3 CLAUSE

A. **Authority.** 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) and 24 CFR Part 75. 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. **Contracting, Contract Certification and Compliance.** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations. Specifically, contracts must be: (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers. (2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts in the following order of priority: (a) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided; (b) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance; (c) To YouthBuild programs; and (d) To Section 3 business concerns that

## Section 3 Business Preference Explanation Attachment

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

**C. Notice.** 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 27 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. Subcontracts.** 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 finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

**E. Employment and Training Opportunities.** The contractor will certify that any vacant employment positions, including training positions, that are filled: after the contractor is selected but before the contract is executed, and with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75. Specifically, the contract shall be consistent with existing Federal, State, and local laws and regulations. PHAs or other recipients receiving public housing financial assistance, as well as their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers. These best efforts must apply to the Section 3 workers in the following order of priority: (1) To residents of the public housing projects for which the public housing financial assistance is expended; (2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA; (3) To participants in YouthBuild programs; and (4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

**F. 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.

### 8.0 Section 3 safe harbor.

## Section 3 Business Preference Explanation Attachment

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For meeting the safe harbor in [§ 75.13](#), PHAs and other recipients that certify to following the prioritization of effort in [§ 75.9](#) and meet or exceed the following Section 3 benchmarks will be considered to have complied with Section 3 requirements, absent evidence to the contrary:

1. 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year are Section 3 workers; and
2. 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year are Targeted Section 3 workers.

### 9.0 Qualitative Reporting

If the recipient's reporting indicates that the recipient has not met the Section 3 benchmarks, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued according to 24 CFR § 75.15 and 24 CFR § 75.25. Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provided training or apprenticeship opportunities
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services
- Held one or more job fairs
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training
- Assisted Section 3 workers to obtain financial literacy training and/or coaching
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act



**HARBOR BENCHMARKS. PLEASE OUTLINE YOUR PLAN TO ACHIEVE THE SAFE HARBOR BENCHMARKS IN SECTION 3 BELOW.**

**3. MHA QUALITATIVE EFFORTS AND OTHER ECONOMIC OPPORTUNITIES – THIS SECTION MUST BE COMPLETED BY ALL BIDDERS/PROPOSERS WHO ARE NOT A SECTION 3 BUSINESS OR A SECTION 3 BUSINESS CONCERN**

Vendors who are successfully awarded a contract with MHA are expected to make best efforts to achieve the Safe Harbor Benchmarks. If vendors are unable to meet the Section 3 Safe Harbor Benchmarks, MHA may consider vendors best attempt to meet Qualitative Efforts. They are required to plan for and conduct Qualitative Efforts to provide Other Economic Opportunities to Section 3 and Targeted Section 3 workers in the priority order listed below.

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

The following qualify as qualitative efforts to fulfill the requirements of not meeting MHA’s Safe Harbor Benchmarks. At least one option must be selected.

**\* Please note that the value of all Qualitative Efforts must be equal to a minimum of 3% of the contract spend amount.**

A. Will your business contribute to the Section 3 Fund that MHA will use for job training and development, continuing education, Section 3 business development?

- YES  NO

**If your answer is “Yes,” your business must contribute a minimum of 3% of the total contract invoice value. Please state the percent you will contribute \_\_\_\_\_%**

B. Will your business provide training or apprenticeship opportunities?

- YES  NO

**If “Yes”, please provide details:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Will your business connect Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)

- YES  NO

**If “Yes”, please provide details:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Will your business provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

YES  NO

If "Yes", please provide details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Provide technical training (workshops or one on one support) to help Section 3 business concerns understand and bid on contracts.

YES  NO

If "Yes", please provide details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Divide subcontracts into smaller jobs to facilitate participation by Section 3 business concerns.

YES  NO

If "Yes", please provide details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

YES  NO

If "Yes", please provide details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

H. Does your business plan to develop, stabilize or expand a Section 3 Business (es)?

YES  NO

If your answer is "Yes," please provide a detailed plan for review and approval by the MHA Section 3 Program for one of the following prior to execution of any agreement:

<input type="checkbox"/>	Assist with the formation of Section 3 Joint Business Venture
<input type="checkbox"/>	Hire or subcontract with a Section 3 Businesses for work unrelated to this contract, if successfully awarded
<input type="checkbox"/>	Provide mentorship, continuing education, and training opportunities that benefit Section 3 Businesses

By signing below, the vendor acknowledges and understands that it has reviewed MHA's Section 3 compliance requirements and agrees to comply with the selected commitments indicated above. Vendor attests that the proof supplied and representations made for Section 3 status are accurate, to the best of its knowledge and belief and understands that any intentional submission of false information shall be a material breach of the contract. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere in good faith to the MHA Section 3 compliance goals. The undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR TO AWARD of a contract and acknowledges that failure to submit this form may jeopardize the responsiveness of its submission.

Attested to by:

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Company/Business Name

\_\_\_\_\_  
Address  
Number

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email:

\_\_\_\_\_  
Proposal or Contract Number

**FOR ADMINISTRATIVE USE ONLY**

Form reviewed and approved by an RPP Section 3 Program Representative:  YES  NO

Name of RPP Representative:

\_\_\_\_\_

Signature of RPP Representative: \_\_\_\_\_ Date form reviewed:

\_\_\_\_\_

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE**

### SECTION 3 BUSINESS APPLICATION

Your business may qualify as a Section 3 business if it meets the criteria listed on Form 2 and you provide the required documentation. The benefits to qualifying as a Section 3 business are:

1. **Automatic Section 3 Compliance for your MHA Contract:** Qualifying as a Section 3 business satisfies all compliance obligations with Section 3 for any current contract it has with MHA.
2. **Potential Business Opportunities:** Section 3 businesses can apply for other contracting where Section 3 businesses may receive bonus review points.

Please review Form 2 and see if you qualify!

**SECTION 3 BUSINESS CERTIFICATION FORM**

**(FORM-2)**

**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 (the "Company") \_\_\_\_\_

Address \_\_\_\_\_

Name of Business Owner \_\_\_\_\_

Phone Number of Business Owner \_\_\_\_\_

Email Address of Business Owner \_\_\_\_\_

**Preferred Contact Information**

Name of Preferred Contact \_\_\_\_\_

Phone Number of Preferred Contact \_\_\_\_\_

Business Type:     Corporation     Partnership  Sole Proprietorship  
 Other: \_\_\_\_\_

**1. SELECT THE REASON(S) YOUR BUSINESS QUALIFIES AS A SECTION 3 BUSINESS**

- You are a Section 3 Business because at least 51% of the business ownership is owned by Section 3 Residents. Section 3 residents are individuals who are low or very-low income who live in Millville.**
- You are claiming a Section 3 Business because over 75 percent of the labor hours performed for the business over the prior three month period are performed by Section 3 Residents;**
- You are a Section 3 Business because 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.**

**2. ATTACH DOCUMENTATION NECESSARY TO QUALIFY AS A SECTION 3 BUSINESS**

- Section 3 Business because at least 51% of the business ownership is held by Section 3 Residents: Complete Forms 4 and 5. Note that Form 5 should only be completed by**

**the Section 3 resident listed on Form 4. Valid photo identification is required with each Form 5.**

- Section 3 business because over 75 percent of the labor hours performed for the business over the prior three month period are performed by Section 3 Residents; Complete Forms 3 and 5. Note that Form 5 should only be completed by the Section 3 resident listed on Form 3. Photo identification is required with each Form 5.**
  
- Section 3 Business because 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. You must provide: Complete Forms 4 and 5. Valid photo identification is required with each Form 5.** A list of subcontracted business(es), including Section 3 businesses, total anticipated spend for the contract, and subcontract amounts to be spent on each subcontractor (Proof of Section 3 qualification will be required for all claimed Section 3 subcontracted business(es) after the contract has been awarded).

I affirm that the above statements (on the front side 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.

---

**Authorized Officer Signature**

**Date**

---

**Print Name, Title, and Company Name**

**Proposal or Contract Number**

\*Certification expires within six months of the date of signature  
Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

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**FOR ADMINISTRATIVE USE ONLY**

Form reviewed and approved by a Section 3 Compliance Representative:  YES  NO

Name of Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_ Date form reviewed: \_\_\_\_\_

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILELIST OF ALL EXISTING FULL TIME EMPLOYEES (FORM 3)**

Instructions: Please provide the following information for **all** full time employees employed by the contractor/vendor, **regardless of whether the employee is or is not a MHA or Section 3 Resident.** (Add additional sheets if necessary)

DEVELOPER/CONTRACTOR: \_\_\_\_\_ PROPOSAL/CONTRACT #: \_\_\_\_\_

PROJECT NAME AND LOCATION: \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE NAME/ADDRESS	SOCIAL SECURITY #  (LAST 4 DIGITS)	DATE OF HIRE	JOB POSITION/ CATEGORY/TRADE	NUMBER OF HOURS WORKED OVER THE PAST 3 MONTHS	SECTION 3 RESIDENT (Y/N)

**SECTION 3 RESIDENT OWNED BUSINESS OWNERSHIP PROFILE**

**(FORM 4)**

Instructions: Please provide ownership information to establish 51% or more ownership is owned by Section 3 Residents. All owners, partners, proprietors, and the like, must be listed, **regardless of whether the individual is a Section 3 Resident.**

DEVELOPER/CONTRACTOR : \_\_\_\_\_ PROPOSAL/CONTRACT #: \_\_\_\_\_

PROJECT NAME AND LOCATION: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER NAME/ADDRESS	SOCIAL SECURITY # (LAST 4 DIGITS)	DATE OF BIRTH	JOB TITLE	% OWNERSHIP INTEREST	SECTION 3 RESIDENT (Y/N)

\_\_\_\_\_

**MILLVILLE HOUSING AUTHORITY**

**Section 3 Worker and Targeted Section 3 Worker Self-Certification Form (Form 5)**

**To be completed by Employee**

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

**Eligibility for Section 3 Worker or Targeted Section 3 Worker Status**

The below must be completed by an employee on a Section 3 project or Section 3 covered contract if they believe that they meet the below definition of a Section 3 Worker or a Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to determine your Section 3 Worker or Targeted Section 3 Worker status and return it to your employer.

Employee Name: \_\_\_\_\_

1. Are you a resident of the City of Millville  YES  NO
  
2. Are you a resident of Millville Housing Authority Public Housing or a Housing Choice Voucher Holder (Section 8)?  YES  NO If Yes, Please print Client ID# \_\_\_\_\_
  
3. I certify that my individual income earned on an annual basis is:  
 \$50,500 or less  
 Above \$50,500

**Employee Affirmation**

**I certify that all of the information given above and below is true and correct to the best of my information and belief. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that my total individual income annually is within the range as listed above. I understand that proof of this statement may be requested in the future.**

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

(Must be a street address and not a P.O. Box#) (Apt #), (City, State, Zip)

PHASite Name (if applicable): \_\_\_\_\_ Phone # \_\_\_\_\_

Last four digits of social security number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date Hired: \_\_\_\_\_

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

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**NOTE: EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS. ALL EMPLOYERS MUST SUBMIT THIS FORM FOR EVERY EMPLOYEE FOR WHOM SECTION 3 STATUS IS APPLICABLE ALONG WITH A COPY OF THE EMPLOYEE'S PHOTO IDENTIFICATION TO PHA'S LABOR STANDARDS OFFICER.**

**MILLVILLE HOUSING AUTHORITY**

**Section 3 Worker and Targeted Section 3 Worker Employer-Certification (Form 6)**

**To be completed by Employer**

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The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to individuals whose income is below certain thresholds, particularly those who are recipients of government assistance for housing or other public assistance programs. Your response is confidential.

**Employer Certification Requirements**

All employers must either: 1) submit this form, along with the complete information in the attached table for every full-time employee who will perform work on the Section 3 covered project or Section 3 covered contract with the Millville Housing Authority; or, 2) provide a completed Form 5 for each employee working on the Section 3 covered project or Section 3 covered contract for whom they believe meets the definition of a Section 3 Worker and/or a Targeted Section 3 Worker.

**Employer Affirmation**

**I acknowledge and understand the definition of Section 3 and Targeted Section 3 Workers and hereby certify that all employees listed in the attached table are believed to be Section 3 or Targeted Section 3 Workers.**

**I certify that all of the information given below is true and correct to the best of my information and belief. If found to contain intentional misrepresentations, I understand that I may be disqualified as an employer and/or a certified Section 3 Business Concern which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that the below is the income paid to employee by employer on an annual basis and is at or below the income amount as shown in the attached table at the time of this document is being signed. I understand that proof of this statement may be requested in the future.**

Name of Business (the "Company") \_\_\_\_\_

Name of Business Owner: \_\_\_\_\_

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

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

**LIST OF ALL EXISTING FULL TIME EMPLOYEES –FORM 6(CONTD.)**

**Instructions:** Please provide the following information for **full** time employees for whom Section 3 and Targeted Section 3 Worker status is sought. The below employees must be performing, or be anticipated to perform work on your PHA contract. **(Add additional sheets if necessary)**

Developer/Contractor: \_\_\_\_\_ Proposal/Contract #: \_\_\_\_\_

Project Name & Location: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Employee Name & Address	Last 4 of SSN	Date of Hire	Job Position/Category/Trade	Employee Salary as of 4/18/2022	Section 3 Worker? (Y/N)	Targeted Section 3 Worker? (Y/N)

\_\_\_\_\_

Updated: 12/8/2022

**APPENDIX B:**

**SECTION 3 COMPLIANCE REPORTING  
REQUIREMENTS**

## VENDOR ANNUAL ONLINE COMPLIANCE REPORT

Upon completion of all work on the contract or upon the expiration of the contract, whichever occurs first, all vendors are required to file a final Section 3 cumulative report.

### INFORMATION REQUIRED FOR HIRING AND SUBCONTRACTING REPORTS

#### HIRING REPORT

- Total Labor hours on project, Section 3 Worker and Target Section 3 Worker hours
- Contractor/Sub Contractor Name(s) (if applicable)
- Whether the Contractor/Subcontractor is a Section 3 Business
- Whether other efforts were made to achieve employment generated by HUD financial assistance for housing and community development programs (See Appendix C)

#### SUBCONTRACTOR REPORT

- All Subcontractors Names
- Whether the Contractor/Subcontractor is a Section 3 Business
- Contract amount expended for each subcontractor
- Which attempts were used to recruit Section 3 Businesses, for example, local advertising media, signs displayed prominently at the work site, contact community organizations or public and private agencies in Millville (See Appendix C)

#### IF THE VENDOR IS UNABLE TO FULFILL SAFE HARBOR BENCHMARKS AND PHA'S QUALITATIVE EFFORTS AT THE TIME OF THE MONTHLY COMPLIANCE REPORT

- Contact the Section 3 Program Representative at [kchiarello@millvillehousing.org](mailto:kchiarello@millvillehousing.org)
- Document the attempts used, for example, local advertising media, signs displayed prominently at the work site, contact community organizations or public and private agencies in Millville and describe why such efforts failed. (See Appendix C)

## **PHA'S QUALITATIVE EFFORTS AND OTHER ECONOMIC OPPORTUNITIES**

### **INFORMATION REQUIRED FOR OTHER ECONOMIC OPPORTUNITIES PROVIDED TO SECTION 3 RESIDENTS AND BUSINESSES**

- Contract dollar amount paid by MHA for the quarter
- Amount expended for the quarter on providing economic opportunities toward Section 3 Residents or Businesses (must also provide supporting documentation)
- Type of opportunity being provided
- Location where the opportunity is being provided
- Start/End Dates
- Names of Participating Section 3 Residents and Businesses
- Completed Form 5 (to be signed by Section 3 resident) and/or proof Section 3 Residents attended and were recruited
- Type of Certificate/License Awarded (If applicable)
- MHA Section 3 Business Certification forms from each business (see "Pre-Bid Section 3 Forms List" for forms to be completed)
- Sign-in Sheet/Attendance Record(s) names of all attendees, Client Numbers, trainer name, training location, date, and course name and description
- What attempts were used to recruit Section 3 Residents and businesses, such as local advertising media, signs displayed prominently at the work site, contact community organizations or public and private agencies in Millville (See Appendix C)
- Whether the contractor participated in a HUD program or other program which promotes the training or employment of Section 3 Residents or Section 3 Businesses.

**APPENDIX C:**

**EXAMPLES OF EFFORTS TO DEMONSTRATE SECTION 3  
COMPLIANCE**

## **SUGGESTED EXAMPLES OF HIRING EFFORTS FOR SECTION 3 COMPLIANCE**

The following are acceptable methods that, when documented, assist in demonstrating compliance with Section 3:

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

## **SUGGESTED EXAMPLES OF EFFORTS TO CONTRACT WITH SECTION 3 BUSINESSES FOR SECTION 3 COMPLIANCE**

The following are acceptable methods that, when documented, assist in demonstrating compliance with Section 3:

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