



REQUEST FOR PROPOSALS (RFP)
No. 05022025-01

Integrated Pest Management (IPM) Services

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REQUEST FOR PROPOSALS (RFP) No. 05022025-01, Integrated Pest Management (IPM) Services

INTRODUCTION

The Housing Authority of the City of Goldsboro (hereinafter, “the Agency”) requests proposals from experienced and qualified Integrated Pest Management firms (hereinafter, “the bidders”) to provide pest control services for its portfolio of assisted housing and related programs. It is expected that the pest control services will be performed in accordance with the North Carolina Department of Agriculture & Consumer Services (NCDA&CS, specifically its structural Pest Control and Pesticides Division.

The Agency is a public entity that was formed in 1950 to provide federally subsidized housing and housing assistance to low-income families, within the City of Goldsboro, N.C. The Agency is headed by an Chief Executive Officer (CEO) and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Goldsboro, it is a separate entity from the City.

Currently, the Agency owns and manages four developments totaling over 1225 public housing units as well as 298 housing choice vouchers units. The Agency currently has approximately 50 employees. The agency also owns and manages GEO Properties, LLC, a rental agency, with 25 rentals.

RFP INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Administered” shall be a reference to Jessica Goldman.)	Jessica Goldman, Director of Asset Management Telephone: (919)735-4226x1103 E-mail: jgoldman@hacg.org TDD/TTY: (202)708-1455
HOW TO OBTAIN THE RFP DOCUMENTS	<ol style="list-style-type: none">1. Go to: www.HACG.org2. Go to the “Doing Business” tab at the top of the page.3. Go to “Contract Opportunities”4. Input your contact information.5. If you have any problems obtaining the RFP documents, please contact (919)735-4226x1103
PRE-PROPOSAL CONFERENCE	NONE SCHEDULED
QUESTION SUBMITTAL DEADLINE	Monday, May 19, 2025, 4:00 PM ET All questions will be answered through an addendum.
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	The bidder will submit the proposal by email to jgoldman@hacg.org .
PROPOSAL SUBMITAL RETURN & DEADLINE	Monday June 2, 2025, 4:00 PM ET The bidder must submit the proposal in response to this RFP in accordance with the instructions and terms hereunder. By submitting a response, the bidder agrees to be bound by all terms and conditions of this RFP.

1.0 THE AGENCY'S RESERVATION OF RIGHTS. The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this RFP.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this RFP.
- 1.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Administrator.
- 1.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
- 1.7 Right to Award.** To make an award to the same bidder (aggregate) for all items; to make an award to multiple bidders (including joint venture proposals) for the same or different items; to select a respondent(s) for specific purposes or for any combination of specific purposes; or, to defer the selection and award of any respondent(s) to a time of the Agency's choosing.
- 1.8 Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.9 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
- 1.10 Right to Interview.** Request an oral interview with, and additional information from, companies prior to final selection of award. (Note - if an oral interview is requested, respondent will be given at least three (3) business days' notice, along with the date, time, and place for the interviews. Expenses will be the responsibility of the respondent.)
- 1.11 Right to Consider.** Consider information about a company in addition to the response or interview.
- 1.12 Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing and downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the contract administrator in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.

- 1.13 Right to Reject - Obtaining Competitive Solicitation Documents.** The Agency website is the only official and appropriate venue to obtain the RFP documents (and any other information pertaining to this RFP). Accordingly, by submitting a response to this RFP the respondent thereby affirms that he/she obtained all information on the Agency website. Any other group such as an association or a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Agency's website to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the Agency's website.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking proposals from experienced and qualified firms to provide the Agency with Integrated Pest Management (IPM) Services.

2.1 General Overview of Services. The bidder who is awarded the contract (hereinafter, “contractor”) will adhere to the general requirements provided below.

2.1.1 Background. The HACG owes and manages over 1225 units and administrative buildings located at 10 different housing development sites within the city limits of Goldsboro, NC. The locations are identified in the attached Site Map and Property Data. There is no guarantee minimum or maximum number of units or buildings as our portfolio may change during the term of the contract. The HACG manages and maintains the public housing units, administrative and community buildings, central office, maintenance buildings, and warehouses. The units consist of one-, two-, three-, four-, and five-bedroom row housing, single-family dwelling, duplex, and two-and-three level buildings. The agency is requesting to employ Integrated Pest Management (IPM) methods to achieve long-term environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices.

2.1.2 IPM. IPM Definition Integrated Pest Management (IPM) is a common-sense approach to pest management that utilizes a variety of different control methods. Conditions that introduce pests, sustain their existence and promote infestations are addressed first. By doing so, targeted pests are likely attacked from many different angles with less dependency on pesticides. Pesticide applications and procedures may still play a role in an IPM program, but are not the central focus of the overall plan. A successful IPM program requires the partnership of everyone involved in the management and maintenance of the building including the residents. The program is educational, participative, innovative, well planned, and precisely executed.

2.1.3 Initial Inspection. Conduct an initial inspection during the first month of the contract or when new properties have been assigned. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings with the HACG. The following specific points should be addressed:

- 2.1.3.1** Identification of problem areas in and around the building;
- 2.1.3.2** Discussions of effectiveness of previous efforts;
- 2.1.3.3** Contractor access and coordination to all necessary areas;
- 2.1.3.4** Establish location for routine monitoring in common areas.

2.1.4 Routine Inspection and Preventative Treatment. Conduct monthly, regularly scheduled inspection services and provide preventative treatment for pests and set out or collect monitoring traps. Inspections and preventative treatment will be monthly for all units. Preventative treatment will be completed for every room in the unit - not limited to the kitchen and bathroom. The expectation is that the contractor is responsible for the eradication of pests.

- 2.1.5 Emergency Inspection and Treatment.** Conduct inspections and necessary treatment in response to requests by the HACG for corrective action. Emergency Inspections, when requested, are to be performed within eight (8) hours during normal working hours.
- 2.1.6 Call-Back Service.** Conduct follow-up inspection in response to resident or the HACG personnel staff complaints. Routine call-back service shall be furnished within twenty-four (24) hours after receipt of notification by the HACG. If the Contractor fails to arrive at the HACG within one (1) workday after the request for call-back service, the HACG shall have the right to obtain the service elsewhere and the Contractor agrees that the actual cost of such service shall be deducted from the Contractor's invoice covering the period for which the outside service was obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere.
- 2.1.7 Unit Turnover Service.** Conduct inspection and necessary or preventative treatment as requested by the HACG when units are prepared for occupancy. Unit turnover service shall be furnished within twenty-four (24) hours after receipt of notification by the HACG. These units will typically be existing units changing residents. They may also be new units added to the scope of the contract. The HACG reserves the right to add or deduct units/buildings from service at any time.
- 2.1.8 Special Services.** Conduct inspection and pest control as agreed to by the contractor and the HACG for pests such as wood-boring insects, birds, bed bugs and snakes not covered by routine inspections as noted in the scope of work.
- 2.2 Integrated Pest Management (IPM) Plan.** The contractor shall submit with its proposal the IPM Plan. The contractor shall be responsible for carrying out work according to the approved IPM Plan.

 - 2.2.1 Materials and Equipment for Service.** The Contractor shall provide current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.
 - 2.2.2 Method for Monitoring and Surveillance.** The contractor shall describe the methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract. This information must include general locations of common are monitoring traps and responsibilities for routinely checking the traps.
 - 2.2.3 Service Schedule for Each Building or Site.** The Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. Contractor's proposal shall assume a monthly treatment per property. The HACG will

provide notice to the residents based on this service schedule. If more or less frequent visits may be needed based on inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday, and shall not interfere with daily HACG operations.

2.2.4 Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort. The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

2.2.5 Commercial Pesticide Applicator Certificates or Licenses. The Contractor shall identify the personnel providing pest control, including the pest management supervisor. The Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract. The Contractor must be able to provide sufficient number of service personnel to perform the scope of work. Contractor shall receive the concurrence of the HACG prior to implementing any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. The Contractor shall provide licenses for every contractor employee who will be performing on-site services before the employee begins work on the HACG's property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the HACG for approval.

2.3 Contract Personnel. Due to the volume and frequency required there should be multiple personnel assigned to perform the work. The contractor shall provide qualified, professional pest management personnel who:

2.3.1 Understand current practices in this field and have experience providing pest control services in a residential environment.

2.3.2 Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.

2.3.3 Cooperate with the building occupants to assure the progress of this work.

2.3.4 Maintain certification as Commercial Pesticide Applicators in the category of residential and institutional pest control services.

2.3.5 While working at the HACG-owned properties, shall wear distinctive uniform clothing that has the Contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.

2.3.6 Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.

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- 2.3.7 Use only Contractor vehicles identified in accordance with State and local regulations.
- 2.3.8 Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
- 2.3.9 Will comply with all government regulations as applicable during the time spend on government property.
- 2.3.10 The Contractor shall have access to a full-time entomologist who has demonstrated expertise in structural pest control, especially for rodents, bedbugs and cockroaches will be available for routine and emergency consultation.
- 2.3.11 The Contractor must have adequate personnel to be able to perform the scope of work.
- 2.4 **Reporting.** As part of the IPM services provided under this contract, the collection and transmittal of data collected by the contractor during the work is crucial to the effectiveness in managing the IPM program. Contractor must propose reporting and recordkeeping plans to enable the HACG to monitor the Contractor's work in a timely and efficient manner. As a minimum, contractor is required to collect and submit the reports detailed below. The HACG will review and approve report format prior to contract award.
 - 2.4.1 **Individual Property Reporting (within one week).** Upon completion of each treatment cycle at the HACG property, the Contractor must submit the extermination log with a spreadsheet summary highlighting troubled areas or units within one week after the treatment cycle. The Contractor must submit the report by email in electronic spreadsheet format. The HACG will not pay for work that is not documented by this report.
 - 2.4.2 **Required information.** After the completion of the treatment cycle within one week, the Contractor will deliver to the HACG a report documenting the level, types, and locations of infestations; treatment methods and materials used; and degree of unit preparation by resident. The Contractor shall be required to report to management any conditions he may discover while providing treatment under this Contract which might prove hazardous to public health and safety or which might affect the structural integrity of the property being services or might enhance conditions for pest investigation. The Contractor shall be required to provide the following items to each property for which it provides services prior to any payments being made:
 - 2.4.2.1 The pest control technician's name
 - 2.4.2.2 The specific areas services treated at the property by address
 - 2.4.2.3 The types, concentrations, and approximate amounts of pesticides and bait stations applied.
 - 2.4.2.4 The date

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- 2.4.2.5 The time of arrival
- 2.4.2.6 The time of departure
- 2.4.2.7 The pest control technician's signature
- 2.4.2.8 Accompany HACG staff signature
- 2.4.2.9 Any recommendations for maintenance or sanitation, which, in opinion of the pest control operator, would improve any pest problems.
- 2.4.2.10 Note whether occupant is home or not.
- 2.4.2.11 Note condition of pest infestation in each unit and if service was allowed (L) light; (LM) light/moderate; (H) heavy; (R) refused; (RM) refused medical; and (P) poor housekeeping.

2.5 Work Performance Evaluation. Should the contractor fail to satisfactorily perform these services during any month of the contract period, the HACG may terminate the contract upon written notice to the pest control firm. The HACG may terminate the contract by giving the Contractor a ten (10) day written notice. The pest control firm shall be deemed to have failed to satisfactorily perform the services under any of the following circumstances:

- 2.5.1 If a satisfactory service shall call to handle a complaint is not handled within the call-back days specified after being contacted by the HACG staff representative.
- 2.5.2 If it becomes evident in a sanitary environment that the pest control services being provided does not satisfactorily eradicate the facility of pests.
- 2.5.3 If the pest control firm fails to obtain renewal of its N.C. Structural Pest Control License at each renewal date during the contract period.

2.6 Other General Specifications. The following general specifications apply to any Contractor selected to do the work in this RFP.

- 2.6.1 It is the responsibility of the bidder to review the RFP in detail and set prices. Accordingly. Changes orders will not be issued due to Contractor's lack of attention to details.
- 2.6.2 The Contractor will supply all labor, tools, equipment, materials, water, light, heat, air conditioner, power, transportation, and supervision necessary for the satisfactory performance of the work subject to this RFP. Building utilities cannot be used.
- 2.6.3 The Contractor shall be responsible for any damage caused by their actions while onsite. Any damage shall be reported immediately to the HACG Contractor Administrator or on-site staff.
- 2.6.4 The Contractor shall carry all applicable insurances (i.e.: General Commercial Liability, Workers' Compensation Liability, Automobile Liability).
- 2.6.5 The Contractor shall abide by the HACG policies while on-premises, including the Smoke-Free Policy.
- 2.6.6 The Contractor must comply with Davis-Bacon Wage Rate Determinations.
- 2.6.7 Contractor/Sub Contractor/Vendor vehicles are not permitted on grass/sidewalk areas of the property due to shallow water/sewer lines. Any damages caused by vehicles is the responsibility of the Contractor.
- 2.6.8 The proposed fee should be a flat rate that is all-inclusive of any related costs that the Contractor will incur in the execution of the contract agreement by

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task. Respondents should provide a flat rate per bedroom size and per building.

- 2.6.9** All costs incurred, directly or indirectly by the Bidder including travel, preparation, submission and miscellaneous expenses in response to this RFP are the sole responsibility of the Bidder and, as such, shall be borne solely by the Bidder.

3.0 PROPOSAL FORMAT

- 3.2 Proposal Submittal.** All proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum. Any proposals which fails to include all of these items will be considered a non-responsive proposal and will not be considered for evaluation.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	Title Page	Title Page. The title page should include the proposal subject, the firm's name, address, phone, and fax numbers, email address and contact person, date of the proposal, Federal ID number of the firm.
3.1.2	1	Knowledge and Experience. (Maximum Page Limit: 5 Pages). This section should provide information on the size of the firm, experience with IPM and servicing public housing authorities or similar entities. Include information on the firm's client portfolio and the services offered by the firm. The bidder shall identify whether or not subcontractors will be used for the engagement, if awarded, and/or if the proposal is a joint venture with another firm. All information required from the bidder must be included for any major subcontractors or from any joint venture.
3.1.3	2	Integrated Pest Management and Staffing Plan. (Maximum Page Limit: 10 Pages). Provide a proposed Integrated Pest Management plan that describes the firm's approach. Provide a staffing plan that identifies key personnel and other staff who will be assigned to the project and duties to be performed.
3.1.4	3	References. Provide no more than five (5) references to include housing authorities currently under contract with the firm or client's served within the past three (3) years for whom the bidder has performed similar services to those described in the RFP. The list shall include the: Client's name, client's contact name, client's telephone number, the date the service(s) was provided, and a brief narrative description and scope of the service(s), including key personnel and contract value.

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3.1.6	5	Licensing and Insurance Requirements. The bidder will be required to provide the following documents. a. Evidence that the personnel is licensed. b. An original certificate evidencing the contractor's current industrial (worker's compensation) insurance carrier and coverage amount. c. An original certificate evidencing the contractor's General Liability coverage. d. A copy of the contractor's business license allowing the entity to provide such services within the jurisdiction.
3.1.7	6	Price Proposal Template. Submit a proposed fixed cost by bedroom size and by building all inclusive of the requirements set forth in this RFP.
3.1.8	7	Form HUD 5369-A, <i>Representations, Certifications, and Other Statements of Bidders</i>. Read and initial each page indicating that you have read and agree with the contents.
3.1.9	8	Form HUD 5369-B, <i>Instructions to Offerors, Non-Construction</i>. Read and initial each page indicating that you have read and agree with the contents.
3.1.10	9	Form HUD-5370-C Section I and II, <i>General Contract Conditions, Non-Construction</i>. Read and initial each page indicating that you have read and agree with the contents.
3.1.11	10	E-Verify, Non-Collusive, and Inclusion Policy.
3.1.15	14	Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.

3.2 **Exception to 4.2.5.** The Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

3.3 **Guaranteed Contract Minimum Amount and Not- to-exceed Maximum Amount.** As may be further detailed herein if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$200,000 (each shall be annual amounts).

3.4 **Review the Entry of Proposed Fees.** The Agency strongly recommends that each bidder,

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review the entry of proposed fees to ensure the proposed fees were input correctly and as the bidder intended to meet the requirements herein. The bidder will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to assign the points pertaining to Evaluation Factor No. 1 listed herein.

3.4.1 Determination of the Calculated Costs. After a bidder has entered where provided within the Price Proposal Template the proposed unit costs for services, the bidder will multiply the proposed unit costs by the listed quantities.

3.4.2 No Negotiation of Proposed Fees after the Submittal Deadline. The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for each bedroom size and building.

3.4.3 Potential Escalation of Rates. There will be no escalation of rates allowed during the ensuing term(s) of the contract.

3.4.4 No Deposit/No Retainer. The Agency will NOT pay any deposit or retainer fees as a result of award of the ensuing contract.

5.0 Invoicing and Payment. The contractor will submit invoicing monthly with net 30-day terms. Invoices must be itemized by property and/or address and date. The HACG will not pay for services not rendered (regardless of the reason including, but not limited to unable to enter) or pay incorrect invoices.

4.0 PROPOSAL EVALUATION

4.1 Objective/Subjective Evaluation Factors. The Agency intends to award the contract to the successful bidder pursuant to a “best value” basis. An evaluation committee will review and rank each proposal using the evaluation factor and point system shown. The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the bidder submits within his/her proposal submittal.

[Table No. 4]

#	Evaluation Factor	Maximum Points
1	Section A: Understanding and Approach <ul style="list-style-type: none"> Clearly demonstrated understanding of the service required (1-15 points). Responsiveness and thoroughness to the requirements as set forth within the specification contained in the RFP and its attachments (1-15 points). Proposed work plan details, staffing, materials used, and equipment plan (1-15 points). 	45
2	Section B: Qualifications and Experience of Company and Staff <ul style="list-style-type: none"> Competency of the company and/or the personnel assigned to the project as demonstrated by their qualifications (1-15 points). 	30

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#	Evaluation Factor	Maximum Points
	<ul style="list-style-type: none"> References from principles for whom similar services have been performed by the Contractor (1-10 points). Experience with public housing authorities or similar operation (1-5 points). 	
3	Section C: Required Documentation. Did the Respondent provide HUD Form 5369A, E-Verify form, Non-Collusive form, Insurance Requirements, Business certifications? (Note: Section 3 is no longer a preference)	10
4	Section D: Proposed Cost. This criterion considers the Respondents proposed cost and the benefit to the Housing Authority financially. In consideration of local conditions affecting the cost of work and with the specifications listed in the Scope of Services, Respondent shall provide a firm fixed-price cost by building using the provided bid form in accordance with their agreement to furnish all labor, materials, equipment and services required to provide such services as listed.	15
Total Points		100

4.2 Once each bidder's proposal has been evaluated and ranked, final negotiations will be scheduled for the top ranked offeror. If the final negotiation is successful, the Chief Executive Officer will make a recommendation to the Board of Commissioners to award a single contract to that offeror. The Board may require additional information or negotiations before the Board will approve an award of the contract. Should negotiations with the selected offeror become unsuccessful, the Agency reserves the right to cease negotiations with the offeror. In the event of cessation of negotiations with the first selected offeror, the Agency reserves the right to either enter into similar interviews and negotiations with the next highest ranked offeror, and so on or take other action as it deems most beneficial.

4.3 Evaluation Method.

4.3.1 Initial Evaluation for Responsiveness. Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements)..

4.3.2 Evaluation Committee. The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP. PLEASE NOTE: No bidder shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. **Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded.

4.3.3 Determination of Top-ranked Bidder. Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the contract administrator to determine the final rankings, which is typically forwarded by the contract administrator to the Chief Operating Officer for approval. If the evaluation was performed to the satisfaction of the contract administrator, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.

4..3.1 Minimum Evaluation Results. To be considered to receive an award a bidder must receive a total calculated average of at least 70 points.

4..3.2 Ties. In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

4.3.4 Notice of Results of Evaluation. If an award is completed, all bidders will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all bidders of:

4..4.1 Which bidder received the award;

4..4.2 Where each bidder placed in the process as a result of the evaluation of the proposals received;

4..4.3 The cost or financial offers received from each bidder;

4..4.4 Each bidder's right to a debriefing and to protest.

4.3.5 Restrictions. All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on the Agency evaluation committee.

5.0 CONTRACT AWARD

5.1 Contract Award Procedure. If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.2 Terms. By completing, executing and submitting a proposal, the "bidder is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.3 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

5.3.1 Contract Form. The Agency will not execute a contract on the Contractor's form—contracts will only be executed on the Agency form and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a proposal.

5.1.1.1 Mandatory HUD Forms. Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

5.1.1.2 E-Verify Affidavit. The Contractor must certify compliance with North Carolina E-Verify requirements, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This Form is attached to this RFP document. This 1-page Form will be fully completed and executed where provided thereon by the successful bidder and will be a part of the ensuing contract (NOTE: It is NOT necessary to complete and submit this form as a part of the proposal submittal—only the awarded bidder(s) will be required to do so as a part of the contract execution).

5.3.2 Assignment of Personnel. The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

5.3.3 Unauthorized Sub-contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the contract administrator. Any purported assignment of interest or delegation of duty, without the prior written consent of the contract administrator shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the contract administrator.

5.2 Contract Period. The Agency anticipates that it will initially award a contract for the period of Year 1 (Base Year), Year 2, and one (1) option period, at the Agency's discretion.

5.3 Licensing and Insurance Requirements. Prior to award the *Contractor* will be required to provide:

- 5.3.1 Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 5.3.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
- 5.3.3 Professional Liability Insurance.** An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
- 5.3.4 Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

- 5.3.5 **City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the City of Goldsboro, Wayne County, and/or the State of North Carolina.
- 5.3.6 **Certificates/Profile of Firm Form.** Pertaining to the aforementioned insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful bidder prior to contract execution).
- 5.4 **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated bidder may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated bidder. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated bidder. The Agency shall also retain the right to negotiate with and make an award to more than one bidder.
- 5.5 **Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.6 **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 workdays of notification by the Agency.



Property Data

Site	No. of Units	Building Type	No. of 0 bedrooms	No. of 1 bedrooms	No. of 2 bedrooms	No. of 3 bedrooms	No. of 4 bedrooms	No. of 5 bedrooms
Fairview*	249	Row	28	44	82	71	24	0
Trinity Court	22	Row	0	0	22	0	0	0
Park Court	48	Row	0	0	48	0	0	0
Oleander	2	Duplex	0	0	2	0	0	0
Lincoln	289	Row	0	37	130	86	36	0
Walnut	55	Multifamily	0	49	6	0	0	0
Elmwood	150	Row	0	14	74	44	14	4
Little Washington	49	Single Family	0	0	0	29	20	0
Woodcrest	75	Row	0	20	30	14	8	3
West Haven	298	Row	32	60	96	60	36	14

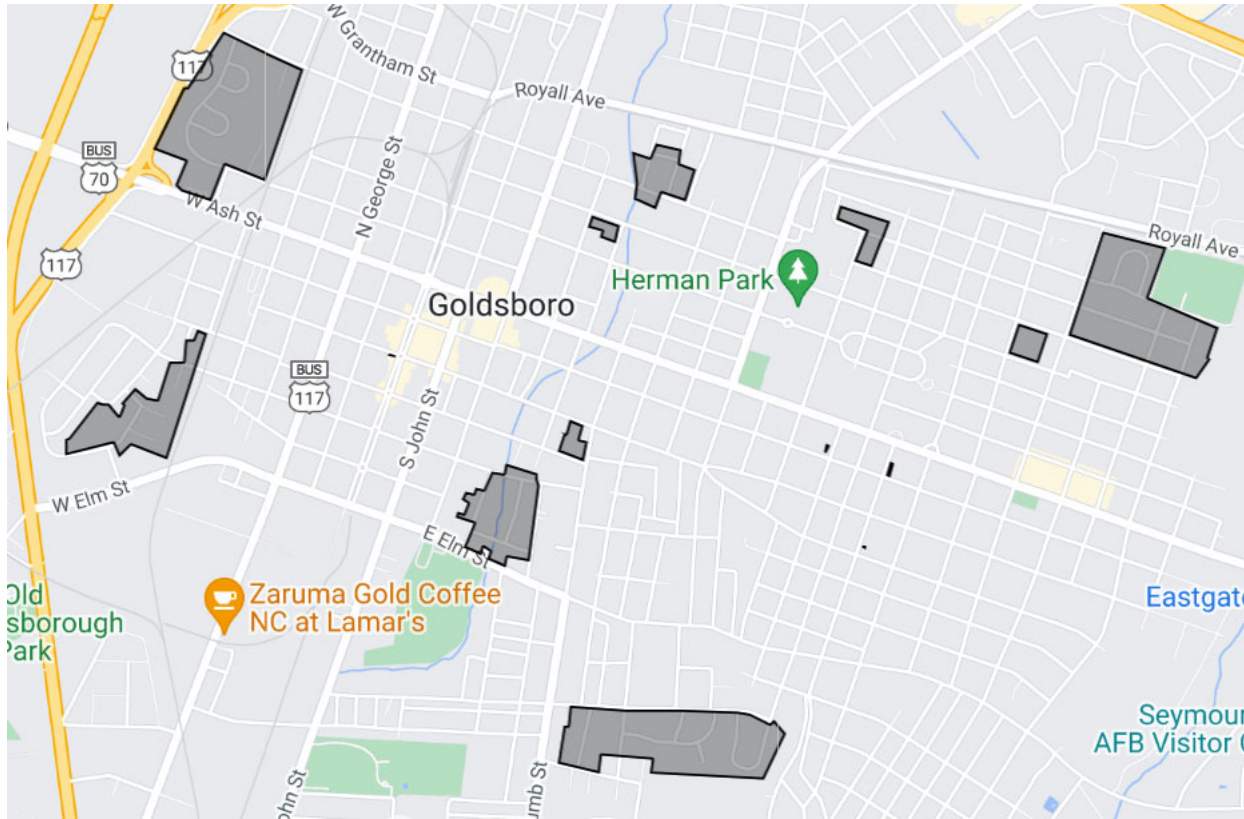
*Currently undergoing demolition phases

Bedroom Size	No. of Units	% of Total Units	Avg Sq. Ft.*	Total Avg Sq. Ft.*
Zero Bedroom	60	5%	809	48,540
One Bedroom	224	18%	828	185,472
Two Bedroom	490	40%	832	407,680
Three Bedroom	304	25%	833	253,232
Four Bedroom	138	11%	837	115,506
Five Bedroom	21	2%	831	17,451
Total	1237	100%	828	1,024,236

*This is only the average sq. ft. for a particular bedroom size.

Facility	Address	Physical Description	Est. Sq. Ft.*
Central Office Cost Center	700 N. Jefferson Ave	Two administrative buildings, warehouse, maintenance	19,037
Fairview Property Management	1729 Edgerton Street	Administrative, Maintenance	12,197
Fairview Community Building	1906 E. Edgerton Street	Administrative, Maintenance	5,495
Lincoln Community Building	1009 Slaughter Street	Administrative, Maintenance	5,793
Elmwood Property Management	508 E. Hinson Street	Administrative, Maintenance	3,223
Woodcrest Property Management	709 Waters Street	Administrative, Maintenance	2,265
Little Washington Property Management	600 Whitfield Drive	Administrative, Maintenance	3,398
West Haven Property Management	701 W. Oak Street	Administrative, Maintenance	2,482
Senior Building	N. Alabama	Administrative	2,091
Dupont Community Center	138 Dupont Circle	Administrative	4,530
Center Street	101 S. Center Street	Unoccupied Administrative	4,704
Mary Casey House	1113 E. Mulberry Street	Unoccupied Single Family	4,269
112 S. Oleander	112 S. Oleander	Unoccupied Single Family	1,699

*Based on Google Maps Measurements



ANTHONY GOODSON, JR., CEO
PO BOX 1403, GOLDSBORO, NC 27533-1403
(919) 735-4226 | (919) 731-4402

www.hacg.org



Price Proposal Template

All bidders must use this template to submit a proposed fixed cost by bedroom size/facility.

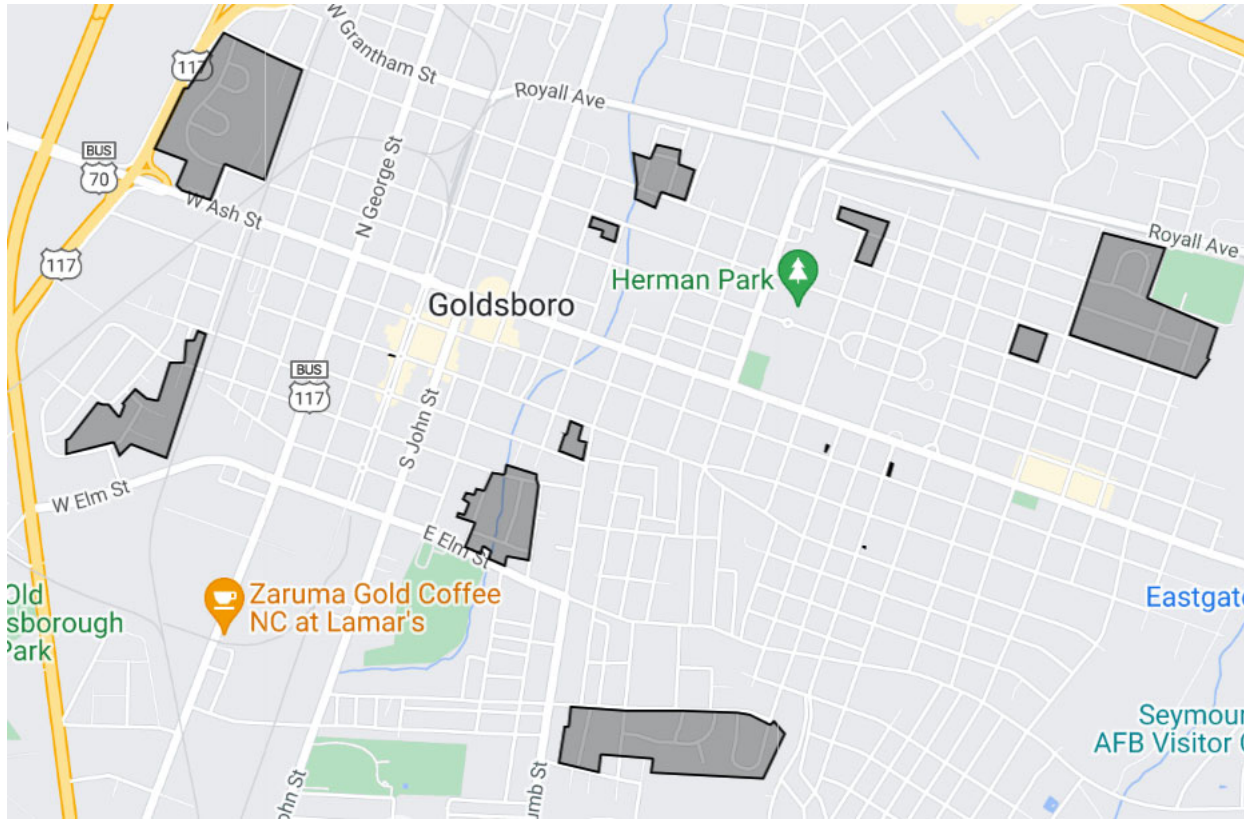
*Currently undergoing demolition phases

Bedroom Size	No. of Units	Cost \$
Zero Bedroom	60	
One Bedroom	224	
Two Bedroom	490	
Three Bedroom	304	
Four Bedroom	138	
Five Bedroom	21	
Total	1237*	

*This number of units is subject to change during the term of the contract. There is no guarantee of minimum or maximum number of units.

Facility/Building	Address	Cost \$
Central Office Cost Center	700 N. Jefferson Ave	
Fairview Property Management	1729 Edgerton Street	
Fairview Community Building	1906 E. Edgerton Street	
Lincoln Community Building	1009 Slaughter Street	
Elmwood Property Management	508 E. Hinson Street	
Woodcrest Property Management	709 Waters Street	
Little Washington Property Management	600 Whitfield Drive	
West Haven Property Management	701 W. Oak Street	
Senior Building	N. Alabama	
Dupont Community Center	138 Dupont Circle	
Center Street	101 S. Center Street	
Mary Casey House	1113 E. Mulberry Street	
112 S. Oleander	112 S. Oleander	

*This number of buildings is subject to change during the term of the contract.



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**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

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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)

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$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 thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the 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/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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) 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
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

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

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

**STATE OF NORTH CAROLINA
E-VERIFY AFFIDAVIT**

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

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

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

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

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

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

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

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

Specify subcontractor: _____

This the _____ day of _____, 20__.

Affiant

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

[OFFICIAL SEAL]

_____, Notary Public

My Commission Expires: _____

HOUSING AUTHORITY OF THE CITY OF
GOLDSBORO

NON-COLLUSIVE FORM

_____, being first duly sworn, deposes and states:
[Name]

I, have the authority as an authorized agent of _____
[Name of Company]
and attest to the following:

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

Signature

Date

State of _____

County of _____

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

Notary Public: _____

My Commission Expires: _____

Maintenance Wage Rate Determination		U.S. Department of Housing and Urban Development Office of Labor Relations		HUD FORM 52158 (04/2005)	
Agency Name: Goldsboro Housing Authority Wayne County		LR 2000 Agency ID No: NC028A		Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance	
		Effective Date: October 01, 2022		Expiration Date: September 30, 2024	
The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.					
Elisa Oliver, LRS		October 1, 2022			
HUD Labor Relations (Name, Title, Signature)		Date			
WORK CLASSIFICATION(S)		HOURLY WAGE RATES			
		BASIC WAGE		FRINGE BENEFIT(S) (if any)	
Maintenance Mechanic Maintenance Mechanic Electrician Maintenance Mechanic HVAC Maintenance Mechanic Plumber Lawn Maintenance Tree Trimmer and Pruner Brickmason and Blockmason Carpenter Plaster and Stucco Masons Roofer Fence Installer Unit Turnaround except Painting Power Washer Dumpster Sanitation Driver/Operator Carpet Installer Floor Layer (Except Carpet, Wood, and Hard Tiles) Tile and Stone Setter Cement Mason and Concrete Finisher Drywall and Ceiling Tile Installer Glazier Insulation Worker, Floor, Ceiling, and Wall Painter Pest Control/Exterminator		\$15.84 \$19.45 \$18.04 \$17.84 \$10.76 \$14.51 \$17.84 \$15.33 \$14.50 \$14.36 \$13.86 \$11.69 \$14.85 \$17.77 \$13.98 \$14.35 \$13.77 \$15.20 \$14.64 \$14.65 \$14.00 \$14.31 \$14.36			
				<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) LR Staff Initial	
				FOR HUD USE ONLY LR2000:	
				Log in:	
				Log out:	



September 23, 2021

Mr. Anthony Goodson, Jr., CEO
Goldsboro Housing Authority
700 North Jefferson Avenue
Goldsboro, NC 27530

This policy was written for The Housing Authority of the City of Goldsboro (HACG) at the request of Mr. Anthony Goodson, Jr., Chief Executive Officer, to ensure the equitable participation of all minority groups, small, emerging businesses, and Section 3 Resident Owned Businesses in HACG future contracting.

Recognizing that contracting goals have failed to meet the intended results of enhanced minority and women-owned businesses participating in the contracting of goods and services for HACG, Mr. Goodson is now focused on definite participation through the establishment of these contracting requirements. Beyond that, HACG desires to enhance those objectives by creating and expanding on the target groups who qualify for special consideration. Therefore, this Policy shall include:

- Minority and Women-owned Businesses
- Small and Emerging Local Businesses
- HUD Section 3 Policy (In compliance with the 24 CFR Part 75)
- Major Employer Status (Preference for Employing Local Residents)
- Veteran-owned Businesses
- Special Population Groups/Organizations

Contract Inclusion Participation Policy

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POLICY PURPOSE

The purpose of this inclusion policy is to ensure a minimum participation by minority and small businesses based in Goldsboro in the contracting of the Goldsboro Housing Authority. Furthermore, this policy is designed to protect those residents (low income and other) by ensuring they will receive priority in any new employment created by the contracting or other hiring by Goldsboro Housing Authority.

This policy shall set a precedent of prioritizing local businesses and residents as never before seen in any one local market. Through insight into the future, where technology continues to absorb jobs, the GHA leadership feels the time is now to protect as many employment opportunities as possible from outside interest.

The designated contact for all inclusion policy questions and concerns:

Thaddeus B. Washington
Section 3 Coordinator
(919) 735-4226 ext: 1402
twashington@hacg.org

Minority- and Women-Owned Businesses

Contract Inclusion Participation Policy

DEFINITIONS

Minority Business Enterprise (MBE) - A business concern that has been certified to be at least 51 percent owned, managed, operated and controlled by one or more minorities, or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minorities who are a member of any of the following groups:

(a) African American. All persons having origins in any of the black racial groups of African descent as well as those who identify as Jamaican, Trinidadian, and West Indian;

(b) Asian or Pacific Islander. All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa;

(c) Asian-Indian. All persons whose origins are from India, Pakistan, and Bangladesh;

(d) Hispanic. All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; and

(e) American Indian and Alaskan native. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community; to include Aleuts and Eskimo.

Please note, the federal government has stated that this designation is based on self-identification of the individual and not any other factor, such as birth records, drivers' licenses, or passports. That means, there may be times in which a person does not appear to meet an ethnic class but in fact is self-identifying accordingly.

Also, it must be stated that according to many native tribal customs, if a person or their family members name appears on the Dawes Census with proof of lineage, they can be considered 100% Native American. Slaves and Freedman along with white (male Irish) people were recorded as Native American because of the census records taken after the Trail of Tears and return of the indigenous people to their new lands.

Women-Owned Business Enterprise (WBE) - A business concern that is:

(1) At least 51 percent owned, managed, operated, and controlled by one or more women or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women. Because a WBE can also be counted under other designated categories within this policy, it will be an acceptable practice for any contractor/vendor to layer priority and preference categories and designations.; and

Contract Inclusion Participation Policy

(2) Whose daily business operations are managed and directed by one or more of the women owners.

REQUIREMENTS FOR M/WBE CONTRACTING

It is the intent of HACG to ensure minority- and women-owned businesses a place within the annual contracts issued by the authority without regard for the contracting level.

To this end, HACG is stipulating that effective November 1, 2021 minority and women shall make up Thirty percent respectively (30%) of the total contracting dollars issued by HACG in any one fiscal

Beyond the total for all annual contract values above, HACG is hereby requiring all contracts in excess of \$100,000 that minority- and women-owned businesses must be at a minimum Thirty-five percent (35%) of the total dollar value of all contracting for those specific projects.

These are minimum requirements only and every documented recruiting effort must be made to notify these target groups of the contracting opportunities and every consideration granted them in reviewing, assessing qualifications, and awarding contracts.

These required documents must include, but are not limited to:

- ☐ Notifying in writing all local (Goldsboro-based) minority contracting organizations feasible
- ☐ Hosting informational meetings before any contracts are let with all contractors including minority- and women-owned businesses
- ☐ Direct email invitations/notices of all meetings and bid opportunities well in advance of letting any contracts
- ☐ Providing the highest priority of contracting to qualified Goldsboro-based contractors with minority- and women-owned businesses
- ☐ Newspaper advertising for all projects over \$100,000 with specific language “Encouraging minority and women owned businesses to bid” the work
- ☐ Ensure a system of considering qualified minority- and women-owned businesses when rebidding any work must be completed, despite the response of such firms in any initial bidding responses
- ☐ Only expand outside of Goldsboro after a thorough and documented bidding outreach to provide notice and consideration for local minority- and women-owned businesses
- ☐ Ensure that minority- and women-owned businesses are being considered for all professional, trade, and other work so they are not limited to simply one category or trade level

Contract Inclusion Participation Policy

All efforts undertaken must be clearly documented, retained, and provided to HACG upon request. Such documents must be retained for a minimum of seven years beyond closeout of any contract despite the results and contract value.

Any HACG contract not meeting these requirements and contracting levels will be subject to termination by the CEO for non-compliance, unless sufficient documentation can be provided verifying outreach and bidding consideration efforts.

Such bidding consideration can include breaking large contracts into smaller components to allow small and emerging and existing businesses to participate at an economic level suitable to their qualifications of credit, capital, and experience. Large contractors should consider offering small contractors true daily mentorship in operational matters when such actions will not hinder project completion or cost schedules, but may provide important educational and capacity building for the small contractor.

These same considerations shall be provided to smaller minority- and women-owned businesses providing materials only for any contract. Such material and supply contracts will count toward the overall 30% and/or 35% requirement.

A list of all minority- and women-owned businesses with their contract value and percentage of the whole contract must be made available to HACG prior to contract start, with every pay application/invoice, draw meeting (where applicable) and at contract closeout. If at any time the required 30% and/or 35% is not met, HACG reserves the right to stop work, review the contracting and bidding status (including actual bids by all contractors), and take any action it deems appropriate to ensure this requirement has been met, up to termination of contract, if the efforts were not met or are acceptable to the CEO.

Contractors will remain in full control of the outreach process without hinderance from the HACG staff. Therefore, all of the outcomes are also exclusively tied to the contractor. Any assistance requested from the HACG staff is not intended to be assumed to remove or replace the contractors' responsibilities toward meeting or exceeding these contract requirements.

END OF THE MINORITY- AND WOMEN-OWNED BUSINESSES POLICY PORTION

Small and Emerging Businesses

Contract Inclusion Participation Policy

1.0 DEFINITIONS

As used herein the following terms shall have the following meanings:

Capital Project - A project set forth in the Capital Improvement Program funded by The Housing Authority of the City of Goldsboro.

Capital Improvement Program (CIP) - An annual list of specific construction projects to be completed by The Housing Authority of the City of Goldsboro.

Procurement - The Housing Authority of the City of Goldsboro requisitioning the work or services to be performed as part of an overall Capital Project or S&EB eligible project.

Requirement - Targeted outcome of the program also refers to the ratio or dollar amount of project potential for qualified, sub-contracting HACG- S&EB.

Independent Firm - A business which is owned, operated, controlled and managed by an individual with at least 51% ownership, and upon whom the success and/or failure of the firm depends.

Price Sharing - A form of collusion in which information is shared between two or more parties for a fraudulent, illegal, or deceitful purpose.

Prime Contractor - The principal contractor who has been awarded the contract for the capital project.

Prime Contracts - Contracts to perform on whole or principal capital projects.

Program - The components that comprise the S&EB requirement, including processes.

Request for Proposal (RFP) - A document issued by Goldsboro Housing Authority whereby the Purchasing Department outlines the intent to purchase a good or service inviting potential vendors to submit proposals for products, solutions and services.

Request for Qualifications (RFQ) - A competitive process conducted by Goldsboro Housing Authority whereby the Purchasing Department publicly advertises requests for businesses to submit a proposal outlining the entity's qualifications for the pre-qualification and procurement of professional services, service contracts, etc.

Small and Emerging Business(es) - See requirements in Section 3.0 below.

Contract Inclusion Participation Policy

Subcontractor - The one who takes a portion of contract from principal contractor or another subcontractor.

Goldsboro Housing Authority Service Area - The area composed of the legal boundaries of Goldsboro, NC. This may include the appropriate MSA area as applicable.

Goldsboro Housing Authority's Small and Emerging Business (S&EB) - All businesses who meet all of the criteria established under this resolution and is self-certified hereunder.

2.0 PURPOSE AND OVERVIEW OF THE PROGRAM

The purpose of the program is to provide opportunities for qualified Small and Emerging Businesses (S&EB), to conduct business with Goldsboro Housing Authority. Small and Emerging Businesses must meet a series of qualifications and self-certify they have adequately met those criteria as defined herein to qualify to participate in the program prior to gaining access to the program's bidding opportunities.

3.0 CRITERIA FOR CERTIFICATION

Self-certification shall be made by any business for which the owner has the ability and expertise to manage and control the firm's operations and work.

3.1 To self-certify as a S&EB, an individual owner must meet the following criteria:

3.1.1 reside in the city in the Goldsboro Housing Authority Service Area for a minimum of one year at the time the response to any solicitation is submitted; or have an established business headquartered for a minimum of six months in Goldsboro;

3.1.2 have a personal net worth less than \$250,000, excluding personal residence, including but not limited to business value and assets (measured as book value), ownership in other businesses and all other assets personally owned, held in trust for the individual owner's benefit, or held by a spouse;

3.1.3 have not received any contracts under this designation in the past two years from any other locale in NC;

3.1.4 own and control more than 51% of the business interest of the business entity being certified;

3.1.5 own any license required by local, state, or federal law;

Contract Inclusion Participation Policy

3.1.6 have expertise normally required by the industry for the field for which certification is being made;

3.1.7 be a for-profit small business concern;

3.1.8 not be a front, a broker, or a pass-through for others;

3.1.9 perform a commercially useful function typical of the field for which certification is being made;

3.1.10 not be controlled or operate as front by non-S&EB family owned, former or present employers;

3.1.11 not have familial relationships that may be in conflict with any other public housing regulations regarding contracts and procurement;

3.1.12 the S&EB owner(s) contributions of capital or expertise to acquire the ownership interest must be real and substantial; and

3.1.13 be a business, including a sole proprietorship, partnership, corporation, limited liability company, or any other business or professional entity;

3.1.13.1 Which is at least 51% owned by one or more of the individuals identified herein in paragraph (c)(1) the ownership of any such business that has been in existence for six months or over must have maintained such 51% ownership for at least six months; and

3.1.13.2 In the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more of such persons each of whom meets the personal net worth criteria set forth above; and

3.1.13.3 Be a citizen or lawfully admitted permanent resident of the United States and be compliant with the residency requirements of the S&EB program.

3.2 Only a firm that is managed and controlled by a S&EB may self-certify under the S&EB program. The S&EB owner(s) must actually exercise control over the firm's operations, work, management, and policy. Evidence of such controls are as follows:

3.2.1 A firm must not be subject to any formal or informal restrictions that limit the customary discretion of such owner. There can be no restrictions through corporate charter provisions, by-law provisions, contracts, or any other formal or informal devices that prevent the S&EB owner, without the cooperation or vote of a non-qualifying person or entity from making any business decision of the firm.

3.2.2 The S&EB owner may delegate various areas of the management or daily operations of the firm to persons, only if such delegation is typical in the industry for such businesses. Such delegations of authority must be revocable, and the S&EB must retain the power to hire and terminate any such person. The S&EB owner must have an overall understanding of the

Contract Inclusion Participation Policy

business, and managerial/technical competence, experience, and expertise, directly related to the firm's operations and work.

3.2.3 The S&EB owner cannot engage in outside employment or other business interests that conflicts with the management of the firm or prevents the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its activities unless such activities would be appropriate with commensurate businesses, in order to avoid fake or fraudulent certifications.

3.3 Only an independent firm may be certified as a S&EB. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of a self-certified entity as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent. In determining whether an entity is an independent business, the CEO or their designee over Contracts and Procurement will:

3.3.1 Scrutinize relationships with non-S&EB in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

3.3.2 Consider whether present or recent family, or employer/employee relationships between the entity compromises the entity's independence.

3.3.3 Examine the entity's relationships with non-S&EB prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the entity's independence.

3.3.4 Consider the consistency of relationships between the entity and non-S&EB with normal industry practices.

3.3.5 An owner shall self-certify only for specific types of work for which the owner(s) has the ability and expertise to manage and control the firm's operations and work.

4.0 PROGRAM ADMINISTRATION GUIDELINES

4.1 The Housing Authority of the City of Goldsboro's Small and Emerging Business Program

4.1.1 HACG and its prime contractors shall identify opportunities that can be isolated directly to these businesses annually. These goals are established for the first year of the S&EB program and may be revised based on measurable results after year one.

4.1.2 In implementing the program, the S&EB shall first provide opportunities for direct or prime contracting. Such opportunities should be created by breaking procurement/contracting opportunities packages into small components, and separating work that requires licenses from that which does not in separate bid or proposal requests where feasible.

Contract Inclusion Participation Policy

4.1.3 Subcontracting opportunities should be provided within vertical construction projects, and infrastructure project opportunities to the greatest extent possible, by prime or direct contracting. Nevertheless, the subcontracting opportunities shall be provided to those trades typically established as subcontractors.

4.1.4 HACG may issue joint checks upon the request of the S&EB in order to facilitate bonding, financing, or other requirements of contracting.

4.2 S&EB Program Administration

4.2.1 Ultimate program control shall fall with the CEO or their designee.

4.3 Access to Capital

4.3.1 HACG is not committing any access to capital as part of this program.

4.4. NUMERICAL REQUIREMENTS FOR ALL S&EB CONTRACTING

The percentages set forth below for S&EB are annual goals set to achieve participation levels commensurate with available businesses. The following goals shall pertain to all of the subsections as applicable: Construction (10%), Construction-Related Professional Services (10%), Contractual Services (10%) and Commodities Contracts (10%).

4.5 THE HOUSING AUTHORITY OF THE CITY OF GOLDSBORO SMALL AND EMERGING BUSINESS REQUIREMENT

The following requirements are for S&EB:

4.5.1 The overall small and emerging business goals is 10% of the total dollar amount of all eligible contracts on a project-by-project basis, such that HACG may award at least 10% of total contracts to HACG- S&EB; provided that such awards do not violate state or federal law and provided further that there are self-certified S&EB to perform the work.

4.6 Contract Pre-Award Compliance Procedures

4.6.1 For all solicitations, the bidder/proposer shall submit a Schedule of Participation detailing all S&EB and non-S&EB subcontractors from which the bidder/proposer solicited bids or quotations. The entities comprising the S&EB requirement of at least 10% as set forth shall be identified, or the basis for a waiver for greatest extent feasible efforts shall be provided with the bid or proposal. The list of S&EB posted on HACG's website establishes the group from which a bidder/proposer must solicit subcontractors under this requirement. The S&EB participation shall be due at the time established in the solicitation documents.

4.6.2 Any agreement between a bidder/proposer that prevents a S&EB from providing quotes to other bidders/proposers is prohibited.

4.6.3 Joint ventures shall only be allowed under this requirement in cases that demonstrate legitimate, detailed S&EB partnerships with non- S&EB, proof of which shall be provided to and approved by HACG.

Contract Inclusion Participation Policy

4.6.4 Where the bidder/proposer cannot achieve the Project Specific Requirement(s), HACG will determine whether acceptable efforts have been made. In making this determination, the staff will consider, at a minimum, a matrix to determine the bidder/proposer's efforts to:

4.6.4.1 Solicit certified subcontractors in the scopes of work of the contract. The bidder/proposer shall provide interested S&EB with timely, adequate information about the plans, specifications, and other such requirements of the contract to facilitate their quotation. The bidder/proposer must follow up initial solicitations with interested hacg-S&EB.

4.6.4.2 Identify a portion of the work available to S&EB consistent with their availability and capacity.

4.6.4.3 Negotiate in good faith with interested HACG- S&EB. Price sharing is prohibited in negotiations. Evidence of such negotiation includes the names, addresses, and telephone numbers of S&EB that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with them. The ability or desire of a bidder/proposer to perform the work of a contract with its own organization does not relieve it of the responsibility to make efforts on all scopes of work subject to subcontracting.

4.6.4.4 Facilitate the leasing of equipment-supplies, or equipment when they are of such a specialized nature that the S&EB could not readily and economically obtain them in the marketplace, where feasible.

4.7 GREATEST EXTENT FEASIBLE EFFORTS IN LIEU OF MEETING PROGRAM REQUIREMENTS

For a contract with S&EB subcontracting goals, a contractor must comply by either meeting the requirement or demonstrating to the greatest extent feasible that it tried to achieve subcontracting consistent with the requirements set forth in this part. In determining whether a bidder/proposer has made these efforts, in lieu of achieving the stated requirement, HACG, shall consider all relevant factors, which include:

4.7.1 The ability of other bidders/proposers in meeting the Project Specific requirement(s) may be considered.

4.7.1.1 A contact log showing the name, address, and contact (phone or email) used to contact the proposed self-certified subcontractors, nature of work requested for quote, date of contact, person making the effort;

4.7.1.2 The description of work for which a quote was requested;

4.7.1.3 The amount of the quote given, if one was obtained;

Contract Inclusion Participation Policy

4.7.2 For contracts other than for construction related professional services, a signed letter of intent from all listed S&EB describing the work, materials, equipment, or services to be performed or provided by the S&EB and the agreed upon dollar value shall usually be due with the bid documents but in no event after the expiration of forty-eight hours after the submission of the bid.

4.7.3 For construction related professional services contracts, the highest ranked proposer must deliver at the time of fee and contract negotiations, signed letters of intent between itself and the S&EB to be utilized. If the Procurement department finds that a bidder/proposer did not make sufficient efforts, HACG shall recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to HACG's existing bid protest procedures.

4.8 CONTINUING OBLIGATIONS OF S&EB AND GRADUATION

The certification status of all S&EB shall be reviewed annually by the Program Coordinator through re-certification application.

4.8.1 It is the responsibility of the S&EB to notify the HACG of any change in its circumstances affecting its continued eligibility.

4.8.2 The S&EB that no longer meets certification may be terminated at any time.

4.8.3 A firm, or qualifying individuals, who have participated in the S&EB requirement for a total of four years shall cease to qualify.

4.9 CONTRACT PERFORMANCE COMPLIANCE PROCEDURES

4.9.1 Upon award of a contract by HACG that includes Project Specific Requirement(s), the contractor shall provide a listing of all S&EB and any other subcontractors to be used in the performance of the contract, and subcontractor payment information to HACG with each request for payment submitted.

4.9.2 The contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the prior written approval of HACG. Unauthorized changes or substitutions shall be a violation of this chapter, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the contractor to contract penalties or other sanctions.

4.9.2.1 All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made in writing, and shall clearly and fully set forth the basis for the request. A contractor shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until HACG approves

Contract Inclusion Participation Policy

such substitution in writing. A contractor shall not allow a substituted subcontractor to begin work until HACG have approved the substitution.

4.9.2.2 The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited. The contractor must bring this dispute to HACG for resolution.

4.9.2.3 HACG's final decision whether to permit or deny the proposed substitution, and the basis therefore, will be communicated to the parties in writing.

4.9.2.4 If HACG requires the substitution of a subcontractor listed in the Schedule of Participation, the contractor shall undertake reasonable efforts to fulfill the Schedule of Participation if the Project Specific Requirements would not otherwise be met. If the requirement(s) cannot be achieved after reasonable efforts have been made, the contractor may substitute with non- S&EB.

4.9.3 If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the contractor shall obtain the approval of HACG to modify the Schedule of Participation and must make reasonable efforts to ensure that S&EB have a fair opportunity to bid on the new scope of work.

4.9.4 Changes to the scopes of work shall be documented at the time they arise, to establish the reasons for the change and the effect on achievement of the Project Specific Requirement(s).

4.10 S&EB AND PROGRAM ELIGIBILITY

4.10.1 Only businesses that meet the criteria of S&EB may self-certify for recognition. The entity has the burden of persuasion.

4.10.2 Only an independent firm may self-certified as a S&EB. An independent business is one whose viability does not depend on its relationship with another firm. Recognition of an entity as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent. HACG must determine that an owner has an independent business in order to self-certify the business as a S&EB. In doing so, HACG will take into account all reasonable criteria for reviewing control of a business.

4.10.3 S&EB's must self-certify their status annually.

4.10.4 It is the responsibility of the S&EB to notify HACG of any change in its circumstances affecting its continued eligibility for the self-certification as a S&EB. Failure to do so may result in the firm's termination from any contract.

4.10.5 HACG reserves the right to terminate all contracts with a firm that does not meet the eligibility criteria.

Contract Inclusion Participation Policy

4.10.6 There shall be no limit to the number of S&EB contracts awarded in one year to a self-certified firm provided the firm has the capacity to complete the work timely and on budget.

4.10.7 Joint ventures between S&EB and non- S&EB are not eligible for the Program, unless they provide structured, detailed, mentoring opportunities, proof of which shall be provided to the HACG.

5.0 COUNTING SUBCONTRACTING PARTICIPATION OF HACG- S&EB

5.1 The entire amount of that portion of a construction subcontract that is performed by the S&EB own forces shall be counted, including the cost of supplies and materials.

5.2 If a firm ceases to self-certify, it will no longer qualify for the 10% S&EB contracting requirement.

6.0. PROJECT REQUIREMENTS

Project Specific Requirement(s) shall not be set on emergency contracts as defined by the HACG, although S&EB shall be considered for such sole-source or emergency procurements if qualified.

END OF SMALL AND EMERGING BUSINESSES POLICY PORTION

Section 3 Policy Package (NEW RULE ONLY 24 CFR PART 75)

Contract Inclusion Participation Policy



THE HOUSING AUTHORITY OF THE CITY OF GOLDSBORO

O:(919)-735-4226 | TDD/TTY: 919-587-9507 | F: 919-731-4402 [HTTPS://WWW.HACG.ORG](https://www.hacg.org)

700 NORTH JEFFERSON AVENUE

GOLDSBORO, NC 27530

PREPARED: AUGUST 23, 2021

SECTION 3 COMPLIANCE POLICY, PROCEDURES, INSTRUCTIONS, AND FORMS

This packet is designed to comply with the New HUD Section 3 Final Rule issued September 29, 2020, and became effective November 30, 2020. Therefore, these documents and instructions are related to the “Hours Worked Benchmarks” as called for in the 24 CFR Part 75 regulation.

Every contractor and sub-contractor (with the exception of professional services) are required to work toward meeting the prescribed benchmarks as indicated on page 29 of this packet. There are no specific hiring or contracting goals under this new rule.

Most importantly, the rule does not require the hiring or contracting of any person or business that is not fully qualified to perform the work. However, the rule makes clear that HUD is intent on ensuring Section 3 persons employed under the new rule receive measurable and sustainable employment. Therefore, Section 3 employees can be counted for up to five full years from the date of certification or hire respectively.

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

Thaddeus B. Washington
Section 3 Coordinator
(919) 735-4226 ext: 1402
twashington@hacg.org

Contract Inclusion Participation Policy

GOVERNING PARTS OF THE SECTION 3 FINAL RULE TO THIS RECIPIENT

Subpart A—General Provisions

§ 75.1 Purpose

§ 75.3 Applicability

§ 75.5 Definitions

Subpart B—Additional Provisions for Public Housing Financial Assistance

75.9 Requirements.

75.11 Targeted Section 3 worker for public housing financial assistance.

75.13 Section 3 safe harbor.

75.15 Reporting.

75.17 Contract provisions.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping and Compliance

75.31 Recordkeeping

• Benchmarks

• Contractor Acknowledgement

SECTION 3 REQUIREMENTS

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

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

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

Contract Inclusion Participation Policy

Goldsboro Housing Authority Internal Hiring Procedure

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

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

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

All advertisements for positions with the authority will carry this wording:

“This opportunity is covered under Section 3 of the HUD Act of 1968”

The Housing Authority of Goldsboro's Contractor Hiring Notice

The new final rule makes HUD's intentions very clear that a substantial number of hours worked by Section 3 and YouthBuild participants up to five years is the primary objective. In an effort to meet these benchmarks, every contractor and sub-contractor is required to provide adequate and reasonable notice of all opportunities to HACG staff of all employment, training, and contracting opportunities that arise in connection with the HACG contract. That notice must be prepared and provided by the hiring entity to HACG before any position or contract is awarded, so HACG can disburse the notice timely to its residents and other contractors covered under its full Contract Inclusion Participation Policy.

Please keep in mind, there are other requirements related to contracting with HACG far beyond the requirements of Section 3. Every contractor and sub-contractor must familiarize themselves with these other elements of contracting to ensure full compliance adherence. In some cases, a Section 3 Business, may also be a Minority- or Woman-Owned Business, small and emerging business, or Veteran-Owned business. Contractors will be allowed to layer these requirements in committing to, and fulfilling their full requirements.

Please familiarize yourself with the attached certification forms for Section 3 Businesses and Individual Employees. These forms must accompany your bids if counting these businesses/people respectively. Otherwise, the proper form must be attached with the Monthly Hours Worked Reporting form to convey new Section 3 contractors or employees added after the contract starts.

Every advertisement, flyer, posting, etc., must contain the following language:

“This opportunity is covered under Section 3 of the HUD Act of 1968”

Contract Inclusion Participation Policy

The Housing Authority of the City of Goldsboro's Contracting Procedure

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

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

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

"This opportunity is covered under Section 3 of the HUD Act of 1968"

The Housing Authority of the City of Goldsboro's Internal Resident Training Procedure

For all resident training offered by the authority and its contractors, the staff will include the Section 3 Individual Low-Income Person Self Certification form with the training notice or upon the first day of training (virtually and paper) allowing each prospective trainee to identify themselves accordingly as public housing or Section 8. The completion of the form will NOT be voluntary as the prospective trainees will be allowed to attend based on their prioritization in the 24 CFR Part 75.9(a)(2).

If the training is being paid for with HUD Public Housing financial assistance, the training will be limited to authority residents and potentially voucher holders only.

All advertisements for training with the authority will carry this wording:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

§ 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Contract Inclusion Participation Policy

§ 75.3 Applicability

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

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

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

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

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

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Continued on Next Page

Contract Inclusion Participation Policy

§ 75.5 Definitions

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

Contractor means any entity entering into a contract with:

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

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

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

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

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

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

Public housing project is defined in 24 CFR 905.108.

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

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

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

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

Contract Inclusion Participation Policy

§ 75.5 Definitions Continued

Section 3 worker means:

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

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

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

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

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

Service Area or the Neighborhood of the project refers to The Housing Authority of the City of Goldsboro's Service Area or the area composed of the legal boundaries of Goldsboro, NC. This may include the appropriate MSA area as applicable.

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

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

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

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

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

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

Contract Inclusion Participation Policy

§ 75.9 Requirements - (a) Employment and Training.

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

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

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

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

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (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.

Contract Inclusion Participation Policy

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

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

- (1) A worker employed by a Section 3 business concern; or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.

§ 75.15 Reporting. [\(See Benchmarks on page 29\)](#)

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

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

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

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

If other mechanisms are needed toward awarding contracts or employing Section 3 persons, contact the person listed at the top of this document for suggestions.

§ 75.17 Contract provisions

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

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

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

Contract Inclusion Participation Policy

§ 75.31 Recordkeeping

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

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

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

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

- (A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (C) An employer's certification that the worker is employed by a Section 3 business concern; or
- (D) A worker's certification that the worker is a YouthBuild participant.

Benchmarks - For Section 3 projects, the proposed benchmark notification set the same benchmarks but with regards to the project itself rather than the recipient's fiscal year. The proposed benchmark notification provided that recipients would meet the safe harbor in the new §75.13 by certifying to the prioritization of effort in the new §75.9 and meeting or exceeding Section 3 benchmarks for total number of labor hours worked by Section 3 workers and by Targeted Section 3 workers. **Simply stated, the agency needs to meet these two benchmarks annually in order to be in compliance.**

$\frac{\text{Section 3 Workers Labor Hours}}{\text{Total Labor Hours for the Project}} = 20\%$	$\frac{\text{Section 3 Targeted Workers Labor Hours}}{\text{Total Labor Hours for the Project}} = 5\%$
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Contract Inclusion Participation Policy

SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM

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

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

Printed Name: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

To qualify as a Section 3 Person, you must meet one of the standards in the left side box and your total annual income does not exceed the number in the right side box below.

Check only one line below that describes your housing situation: ____ I reside in Public Housing, or Section 8 housing managed by the HACG ____ My employer will certify that I am employed by a Section 3 business ____ I am a current YouthBuild participant ____ I am a low or very low-income person that resides in the GHA MSA	My Individual Annual Income does not exceed: \$42,800*
NOTE: The Goldsboro, NC MSA contains the following areas: Wayne County, NC	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

Signature _____

Date _____

*Income limit must be changed annually to reflect the project state/county for one person at 80%. Search income limits here: <https://www.huduser.gov/portal/datasets/il.html>

Contract Inclusion Participation Policy

THE HOUSING AUTHORITY OF THE CITY OF GOLDSBORO'S SECTION 3 BUSINESS SELF-CERTIFICATION FORM

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

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

Section 3 Business Category	Additional Required Data	"X" Your Election
It is at least 51 percent owned by low- or very low-income persons. This business must be in existence for a minimum of six months.	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing. This business must be in existence for a minimum of six months.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	

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

Signature

Print Name

Title

Date

Contract Inclusion Participation Policy

THE HOUSING AUTHORITY OF THE CITY OF GOLDSBORO'S SECTION 3 HOURS WORKED REPORTING FORM

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

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all persons employed by _____ (company name) on the _____ contract including those meeting the Section 3 income requirements as low- or very low-income. To count as a Section 3 individual, any legal resident of the United States’ annual income must not exceed the HUD income limits for the year before they were hired, or, the individual’s current year income annualized for the year you are confirming they are low-income. If your company employs any person you believe is low income now or was when they were hired within the past five years, please have them complete the “SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM” and return it immediately. Please keep in mind the annual benchmark requirements for this agency are:

- 20% of the total labor hours worked by everyone employed under the project must be worked by Section 3 Workers (Defined as the low and very low-income people in your project service area)

And

- 5% of the total labor hours worked by everyone employed under the project must be worked by Targeted Section 3 Workers (Defined as Public Housing and Section 8 Assisted persons in your project service area)

Therefore, we are interested in identifying as many people Section 3 workers as possible that will allow us to count their hours toward the benchmarks. However, all hours worked by everyone on the project must be reported monthly by the 10th day to:

Thaddeus B. Washington, Section 3 Coordinator
(919) 735-4226 ext: 1402
twashington@hacg.org

Official Hours Worked for the Period of _____ 20____ - _____ 20____

1. Total Hours Worked by all NON-Section 3 contract/project staff (Not Back-office) _____
2. Total Hours Worked by All Section 3 staff *Non-Targeted* _____ (Low Income person residing in the MSA)
3. Total Hours Worked by All Section 3 staff *Targeted* _____ (Public Housing, Section 8, and YouthBuild)

Please list the names and hours worked by each Section 3 Worker individually below or on a separate sheet.

First Name	Last Name	Total Hours This Period Only
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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Contractor Acknowledgement and Affidavit

I hereby certify to the US Department of Housing and Urban Development (HUD) and The Housing Authority of the City of Goldsboro that I have read all of the information in this policy package and agree to follow the requirements for complying with the order of prioritization in 75.9 and reporting of all labor hours associated with my contract as required. I further understand that failure to comply with these requirements will cause my payments to be held and not processed or not released until I come into full compliance with this policy.

Monthly, I will be required to provide these data points for all contract staff working directly on the contract not including any back-office staff:

- ☐ Total Hours Worked by all employees (Section 3 and regular)
- ☐ Total Hours Worked by All Targeted Section 3 employees (Public Housing, Section 8, and YouthBuild)
- ☐ Total Hours Worked by All Non-Targeted Section 3 employees (Low Income persons residing in the MSA)

You will be required to list the names and hours worked by each Section 3 employee individually.

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

END OF SECTION 3 POLICY PORTION

Major Employer Status

- Tier One-75% HACG Residents Employed Company-wide by Contractor
- Tier Two-50% HACG Residents Employed on one contract

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MAJOR EMPLOYER STATUS

(Preference for Employing Local HACG Residents)

Enhancing Local Hiring Preferences – Unlike MBE, WBE, and VOB requirements, Section 3 goals are based on geographic and income requirements. Therefore, if the real objective is to strengthen the local economy, it is recommended that the HACG consider and institute a policy greater than that of Section 3.

Because Section 3 clearly states it cannot conflict with any other federal, state, or local requirements/laws, or ordinances, it is best to have the HACG Board of Commissioners pass a Policy requirement that better meets the objectives of Local Hiring. The Policy below is modeled after that of the Cherokee Nation Indian Tribe of Oklahoma (The “Nation”). After considering the realities that Section 3 does not go far enough in achieving real preference for employers that hire and retain their tribal people, the Principle Chief developed and passed a Major Employer tier rule that gives local hiring Preference to its people under all contracting and training the “Nation” funds.

THE MAJOR EMPLOYER STATUS FOR ALL CONTRACTING AND TRAINING

This policy is based on two simple and easy to follow Tiers for top Priority in awarding contracts.

Tier One (Highest Tier Achievable over all other requirements in this Contract Inclusion Participation Policy)

Any contractor or vendor that employs a minimum of *75% of its total employment workforce* of HACG residents, *MUST* receive the highest consideration, and if qualified, contract awarded for any contract in which it issues a qualified bid/proposal/requirements response to on any solicitation issued by HACG.

This contractor or vendor must maintain the minimum 75% HACG resident employee ratio throughout the entire issued and awarded contract or risk being terminated for breach of contract. All new hiring of the HACG residents must be completed within 5 business days of contract award notice. No work shall proceed until all 75% of the workforce are in place and verified by the HACG staff.

The successful respondent must provide the HACG a list of all employees in the company with current names, addresses, and contact information for periodic, unannounced, verification.

This status must be restated and verified with all new responses prior to contract award.

Tier Two (Second Highest Tier Achievable over all other requirements in this Contract Inclusion Participation Policy)

Any contractor or vendor that employs a minimum of *50% of its total project-employment workforce* of HACG residents, *MUST* receive the second-highest consideration, and if qualified, contract awarded for

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any contract in which it issues a qualified bid/proposal/requirements response to any solicitation issued by the HACG.

If there is no Tier One respondent in any solicitation by the HACG, this shall become the highest tier for contract awards.

This contractor or vendor must maintain the minimum 50% HACG resident project-specific employee ratio throughout the entire issued and awarded contract or risk being terminated for breach of contract. All new hiring of the HACG residents must be completed within 5 business days of contract award notice. No work shall proceed until all 50% of the project workforce are in place and verified by the HACG staff.

The successful respondent must provide the HACG a list of all employees for the project with current names, addresses, and contact information for periodic, unnoticed, verification. If any project staff are removed or leave for any reason, the contractor/vendor will have five working days to replace them to maintain the required 50% the HACG resident employee status.

This status must be restated and verified with all new responses prior to contract award.

PENALTIES FOR LOCAL HIRING NON-COMPLIANCE

It is best to demonstrate the seriousness of this Priority Preference by also ensuring against fraud and misrepresentation by contractors and vendors seeking this designation. Therefore, any time a contractor knowingly or unknowingly misrepresents, falsifies, or otherwise is deceitful in the representations of its qualification for either Tier One or Tier Two Major Employer Status, the penalty will be immediate termination of contract and a three (3) year suspension from being awarded any direct prime contract or performing any sub-contract funded whole or in part by the HACG. Beyond the termination and suspension, the contractor or vendor will not be eligible to work on any project the HACG is partnered in regardless of the financial investment made by the HACG in the project for the same three (3) year period following the contract termination. This includes all affiliates created by the HACG for the purpose of reinvesting in or redeveloping housing owned whole or in part by the HACG.

END OF THE MAJOR EMPLOYER STATUS POLICY PORTION

Veteran-owned Businesses

The state of North Carolina boasts it is the most veteran friendly state and the HACG recognizes and respects the men and women who have given so much to our country and community. Therefore, HACG is excited to establish a solid and initial 10% of our total contracting dollars annually as a goal just for Veteran- Owned Businesses.

A veteran-owned business (VOB) is any legally formed business that is owned, operated and controlled at a minimum of 51% by a United States Veteran of any of the Armed Services including the National Guard. Verification of such status will be requested by way of the DD 214 paperwork from the contractor or other such verifying data or document(s) provided by the contractor. All documents are subject to third party verification at the discretion of the HACG.

This means that for every \$100 contracted annually by the HACG, \$10 needs to awarded to a VOB to the greatest extent feasible. Because VOB's can also be counted under other designated categories within this policy, it will be an acceptable practice for any contractor/vendor to layer priority and preference categories and designations.

Example: A Woman Veteran which also owns her business may be counted as a VOB and WBE simultaneously for dollars awarded under any contract or contracts. If the woman is also a minority, her business could be triple counted accordingly as VOV, WBE, and MBE. Depending on the business size and years in business, her business may meet several categories which demonstrates a greater success rate for the HACG and that business.

Special Population Employers/Contractors/ Vendor Groups and Organizations

Every community in America is experiencing similar challenges with drug addiction, criminal activity, and mental health crisis. To that end, and to combat these challenges, many non-profit businesses and groups have risen to the challenge of working with these populations to help them find employment, and job training as part of their reconditioning and reintroduction into society.

The HACG recognizes these non-profits and their missions as many residents have been touched by these issues. So as a means of providing impact and priority to the businesses operated by these groups, the HACG is creating a special category of contracting priority and requirements to ensure their viable participation in the normal HACG contracting universe.

The HACG is hereby establishing an annual goal of 5% of total contract awards requirement for all contracts in excess of \$50,000 where a service that is provided by a locally based qualified non-profit organization performs services or offers materials meeting normal acceptable tolerances for the purpose intended.

To the extent the non-profit is not a 501(c)3 recognized by the IRS, it must submit a complete statement of the organizations purpose and accounting of grant dollars received and other funds paid for services within the past twelve months. To the extent the organization cannot provide any of the above, the HACG CEO will make a written determination of the entity's viability as a true community-based group/organization supporting one of the core concerns listed:

- Drug Rehabilitation and Treatment
- Employment, Employment Readiness/Skills Training and/or Housing of persons recently released from incarceration (*Non-Sexual Offenders only will be allowed to work on the HACG contracts due to HUD restrictions and resident safety*).
- All Mental Health/Vocational Rehabilitation

This will include all institutions of higher education for persons of color where at-risk youth are being served.