



Invitations for Bid (IFB)

AGENCY-WIDE
APARTMENT TURN SERVICES
(PRE-LEASE UNIT PREPARATION)

MULTIPLE AWARD CONTRACTOR POOL

#07022026-01

ISSUE DATE
July 13, 2026

*ALL BIDS ARE DUE NO LATER THAN August 13, 2026 AT 4:00PM EST.

The Housing Authority of the City of Goldsboro encourages participation by small businesses, minority-owned businesses, women-owned businesses, veteran owned businesses, and Section 3 Business Concerns. The agency is committed to providing contracting opportunities in accordance with 2 CFR § 200.321 and complies with Section 3 of the Housing and Urban Development Act of 1968, as amended, and HUD's implementing regulations at 24 CFR Part 75.

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Attachments/Necessary Forms – Forms to be completed/included with bid packet

- a) HUD-5369 B Form (acknowledgment only)
- b) HUD-5369 C Form
- c) HUD-5370 C, Section I-II
- d) Bid Form
- e) Non-Collusive Form
- f) HUD-52158 Form - (Maintenance Wage Rate Determination) (acknowledgment only)
- g) Payroll Certification Form (acknowledgement only)
- h) E-Verify Form
- i) Certificates of Insurance and W-9 from Bidder
- j) Contracts Inclusion Policy

INTRODUCTION

The Housing Authority of the City of Goldsboro (hereinafter, “HACG” or “the Agency”) is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within the City of Goldsboro, North Carolina. HACG is governed by a seven (7) member Board of Commissioners appointed by the Mayor of the City of Goldsboro and is subject to the requirements of Title 2 part 200 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. The Board employs a Chief Executive Officer to administer the HACG operations.

The HACG is comprised of ten separate public housing developments sites totaling approximately 1,225 housing units. In addition, HACG has a nonprofit 501(c)(3) organization to provide affordable housing opportunities for low and moderate income persons. The nonprofit organization owns and manages 25 rental units. HACG employs approximately 50 regular and temporary employees.

HACG is seeking bids from qualified contractors to establish a pool of pre-qualified firms to provide apartment turn (pre-lease unit preparation) services on an as-needed basis throughout its public housing and non-profit portfolio. The purpose of this solicitation is to establish multiple contracts with qualified contractors capable of performing timely, high-quality apartment turn services. Contractors selected for the award pool will be eligible to receive work assignments during the contract term; however, selection into the contractor pool does not guarantee any minimum amount of work. Units are turned each time a unit is vacated prior to the next resident moving in. HACG is scored and monitored by HUD on the timeliness of such turns; therefore, time is of the essence for delivering units back to HACG for re-renting.

GENERAL INFORMATION AND AGENCY’S RIGHTS

Agency Contact Person:

Jessica Goldman

Telephone: 919-735-4226 Ext. 1103

Email: jgoldman@hacg.org

Agency Rights:

The Agency reserves the right to

a. Right to Reject, Waive, or Terminate the IFB. Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.

b. Right to Not Award. Not to award a contract pursuant to this IFB.

- c. Right to Terminate. Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days' written notice to the successful bidder.
- d. Right to Determine Time and Location. Determine the days, hours, and locations that the Contractor shall provide for the services called for in this IFB.
- e. Right to Retain Bids. Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contact Person.
- f. Right to Clarify Minor Informalities. HACG reserves the right to request clarification of minor informalities or apparent clerical errors that do not affect the responsiveness of a bid, consistent with applicable procurement requirements. HACG will not negotiate price or material terms of any bid.
- g. Right to Award. To make an award to the same bidder (aggregate) for all items; to make an award to multiple bidders (including joint venture bids) for the same or different items; to select a bidder(s) for specific purposes or for any combination of specific purposes; or, to defer the selection and award of any bidder(s) to a time of the HACG's choosing.
- h. Right to Award Next Bidder. Award the contract to the next successful Contractor, who is responsive and responsible, if the contract is not finalized with the initial successful Contractor, or the initial contract is terminated for cause.
- i. Right to Reject any Bid. Reject and not consider any bid that does not, in the opinion of HACG, meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- j. No Obligation to Compensate. Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- k. Right to Verify Responsibility. HACG reserves the right to request additional documentation reasonably necessary to determine a bidder's responsibility, including verification of licensing, insurance, references, financial capacity, and other responsibility factors permitted under applicable procurement requirements.
- l. Right to Consider. Consider information about a company in addition to the information submitted in the response or interview.
- m. Right to Prohibit. At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By downloading this document, or by contacting the Agency Contact Person and requesting a bid packet, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the Agency Contact

Person in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.

IFB Requirements and Conditions:

a. Minimum Requirements. This IFB sets forth the minimum requirements that all submissions meet. Failure to submit bids in accordance with this request may render the bid unacceptable. To be considered, Bidder must provide their sealed bid and documentation requested to assist in ascertaining responsibility and responsiveness of the Contractor. See Section IV.A for additional information regarding responsible bidders.

b. Cost of the Bid. All costs incurred, directly or indirectly, by the Bidder in response to and in preparation of this IFB shall be the sole responsibility of the Bidder and shall be borne by the Bidder. Bidders shall not include any such expenses as part of their bids.

c. Clarification to Bids. The HACG reserves the right to obtain clarifications of any point in a company's bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a bidder to respond to such a request for additional information or clarification could result in rejection of the company's response or responses. HACG may conduct interviews with one or more agencies for such purposes.

d. Cancellation of the IFB. The HACG reserves the right to cancel this IFB at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACG. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

e. Collusion. Bidder, by submitting a bid, hereby certifies that no officer, agent, or employee of the HACG has a pecuniary interest in this Bid; that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder; and that the bidder is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

f. Insurance Requirements

1. All contractors and/or professional firms must submit verification of coverage for \$1,000,000 General Liability and applicable Workmen's Compensation coverage with HACG designated as loss payee for said project prior to the award of Contract.

2. Proof of Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors or sub-consultants used in the performance of this contract to name HACG as an additional insured. Following are the standard types and minimum amounts.

3. The contractor shall carry all necessary, and required Insurances, as required by the state of North Carolina, including but not limited to:

- i. Commercial General Liability, with a single occurrence limit of not less than \$1,000,000 per occurrence.
- ii. Commercial Automobile Liability, with a single occurrence limit of not less than \$750,000, in accordance with North Carolina Financial Responsibility laws.
- iii. Worker's Compensation Insurance, in accordance with North Carolina Workers' Compensation laws.

4. Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law. The Contractor shall provide a certification of Liability Insurance and Workers Compensation.

g. Indemnification. The Contractor agrees to indemnify, defend and hold harmless HACG and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this IFB or subsequent contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HACG on account of any claim therefore, except where such indemnification is prohibited by law.

h. Suspension/Debarment. The Contractor shall provide a certification statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency.

i. Americans with Disabilities Act. Bidder must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

j. Choice of Law. The resulting contract will be entered into within the State of North Carolina and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within Wayne County and the state of North Carolina shall be followed with respect to the contract.

k. Payment of contractor/consultant fees. Upon award and execution of contract, the successful Bidder shall submit timely invoices to HACG. Payments shall be made to the contractor in accordance with the policies and procedures of the Agency.

DESCRIPTION/SCOPE OF SERVICES REQUESTED

HACG intends to establish a contractor pool for unit turn services. The Agency may assign work to any contractor within the pool based on one or more of the following factors. Assignments shall be made solely at HACG's discretion, and no minimum amount of work is guaranteed.

1. Availability
2. Capacity
3. Past Performance
4. Quality of previous work
5. Ability to meet required completion dates
6. Geographic Location
7. Specialty Services Required
8. Contractor Workload
9. Pricing
10. Contract Unit Pricing

The Contractor shall provide all necessary labor, tools, equipment, materials, storage of materials, transportation, utilities (typically on in the unit already), and supplies necessary to prepare units for lease, in conformity with the HACG Standards for Unit Preparation. The awarded contract agreement shall be in accordance with the following specifications:

Units to Be Served:

1. The following properties will be subject to this service. The number of units, bedroom sizes, and square footage are subject to change pending new construction activities during the contract. Each development floor plans are unique. Addresses listed below are approximate:

a) Fairview Housing Development, 1906 Edgerton Street, Goldsboro, NC, which includes 50 (up to 300 pending new development) units ranging from efficiency units (approx. 477 sq. ft.) to one bedroom units (approx. 600 sq. ft.). The unit breakdowns are as follows: 28 – efficiency units; 22 – one bedroom units.

b) Lincoln Housing Development, 1009 Slaughter Street, Goldsboro, NC, which includes 289 units (pending demolition and new development) ranging from one bedroom units (approx. 579 sq. ft.) to four bedroom units (approx. 1,374 sq. ft.). The unit breakdowns are as follows: 37 – one bedroom units; 130 – two bedroom units; 86 – three bedroom (approx. 975 sq. ft.); 36 – four bedroom units.

c) Elmwood Housing Development, 409 East Hinson Street, Goldsboro, NC, which includes 142 units ranging from one bedroom units (approx. 650 sq. ft.) to five bedroom units (approx. 1,656 sq. ft.). The unit breakdowns are as follows: 14 – one bedroom units; 70 – two bedroom units; 42 – three bedroom units; 12 – four bedroom units; 4 – five bedroom units.

d) Woodcrest Housing Development, 709 North Waters Street, Goldsboro, NC, which includes 75 units ranging from one bedroom units (approx. 650 sq. ft.) to five bedroom units (approx. 1,080 sq. ft.). The unit breakdowns are as follows: 20 – one bedroom units; 30 – two bedroom units; 14 – three bedroom units; 8 – four bedroom units; 3 – five bedroom units.

e) Little Washington Housing Development, 600 Whitfield Drive, Goldsboro, NC, which includes 49 units ranging from three bedroom units (approx. 1,080 sq. ft.) to four bedroom units (approx. 1,476 sq. ft.). The unit breakdowns are as follows: 29 – three bedroom units; 20 – four bedroom units.

f) West Haven Housing Development, 701 West Oak Street, Goldsboro, NC, which includes 298 units ranging from efficiency units (approx. 440 sq. ft.) to five bedroom units (approx. 1,589 sq. ft.). The unit breakdowns are as follows: 32 – efficiency units; 60 – one bedroom units; 96 – two bedroom units; 60 – three bedroom units; 36 – four bedroom units; 14 – five bedroom units.

g) Oleander Duplex Housing Development, 200 Oleander Avenue, Goldsboro, NC, which includes 2 units (approx. 1,170 sq. ft.). The unit breakdowns are as follows: 2 – two bedroom units.

h) Trinity Court Housing Development, on the corner of Daisy Street and Beech Street, Goldsboro, NC, which includes 22 units (approx. 840 sq. ft.). The unit breakdowns are as follows: 22 – two bedroom units. Stainless steel appliances.

i) Walnut Street School Housing Development, 508 E. Walnut Street (Building A), Goldsboro, NC, and 509 E. Chestnut Street (Building B), which includes 55 units ranging from one bedroom units (approx. 570 sq. ft. to 796 sq. ft.) to 2 bedroom units (approx. 815 sq. ft.). The unit breakdowns are as follows: 49 – one bedroom units; 6 – two bedroom units. Building A has two floors with stairs. Building B has three floors with stairs and elevator. Stainless steel appliances.

j) Park Court Housing Development, 1123 Maple Street, Goldsboro, NC, which includes 48 units (approx. 900 sq. ft.) The unit breakdowns are as follows: 48– two bedroom units.

h) Goldsboro Development Corporation is HACG's non-profit organization that owns and manages 25 single family homes within the Goldsboro City Limits.

i) From time to time, HACG may acquire or dispossess certain properties. All existing public housing properties are intended to be included in this solicitation.

HACG Standards for Unit Preparation:

- a) The Contractor shall prepare each dwelling unit in a clean, sanitary, safe and move-in ready condition. Work shall be performed in accordance with industry standards, applicable federal, state, and local laws, manufacturers recommendations, HACG standards, and HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE), as applicable to vacant units.
- b) The Contractor is responsible only for work specifically identified within this solicitation.

c) General Cleaning Requirements-

- a. Upon completion of the work, each unit shall be in a clean sanitary and move-in ready condition.
- b. All interior and exterior surfaces included within the Scope of Work shall be thoroughly clean and free of dirt, dust, debris, cobwebs, grease, food residue, soap residue, adhesive residue, paint splatter, construction debris, mold and mildew, offensive odors. Major mold and mildew that require remediation above standard cleaning should be referred back to HACG to assess.
- c. Cleaning shall be performed using products and methods appropriate for the surface being cleaned in accordance with manufactures recommendations. Cleaning methods shall not damage finished surfaces, remove protective coatings, or void manufacturer warranties.
- d. Upon completion, all fixtures, appliances, cabinets, countertops, windows, floors, walls, ceilings, trim, doors, and other finished surfaces included within this Scope of Work shall present a clean, uniform, and professional appearance suitable for immediate occupancy.

d) Floors-

- a. Floors shall be clean and free of dirt, dust, grease, debris, excessive wax buildup, adhesive residue, and stains to the extent reasonably achievable through standard cleaning methods. All corners, edges, and areas beneath removable appliances. Upon completion, floors shall present a clean, uniform, and move-in ready appearance.
- b. Vinyl Composition Tile (VCT)
 - i. VCT flooring must be stripped of all excessive wax and cleaned prior to refinishing. Use of chemical floor stripper and a mop is acceptable where it achieves the desired result. If excessive wax buildup cannot be removed by this method, mechanical buffing or other appropriate floor equipment shall be used.
 - ii. Following preparation, an even finish coat of floor wax shall be applied to achieve a uniform, slight gloss appearance. Additional coats shall be applied only as necessary to achieve a consistent finish.
- c. Luxury Vinyl Plank (LVP)
 - i. LVP flooring shall be cleaned using manufactured recommended cleaning products and methods.
 - ii. LVP flooring shall not be stripped, waxed, or cleaned with abrasive materials or chemicals that may damage the finish.
- d. Original Hardwood Flooring
 - i. Original hardwood flooring shall be swept or vacuumed and cleaned using recommended cleaning products specifically designed for sealed hardwood flooring.
 - 1. Hardwood floors shall not be stripped, waxed, sanded, refinished, or saturated with water.

- e. Where existing floor-to-baseboard sealant is damaged, cracked, missing, or deteriorated, the Contractor shall replace the sealant with a neat, continuous bead of paintable latex caulk or HACG-approved equivalent to provide a finished appearance and eliminate gaps.
- f. Upon completion of the apartment turn, all flooring surfaces shall be clean, dry, free of dust and debris, and free of conditions that present a slipping or tripping hazard.
- g. Any broken, cracked or excessively worn tile must be replaced. Contractor shall be responsible for replacing up to 10 pieces of VCT or LVP tiles per unit. Flooring is provided as requested by the Contractor for such replacements.
- h. *HACG will provide the flooring to the Contractor for such replacements.*

e) Baseboards-

- a. Baseboards shall be cleaned and free of dirt, dust, grease, wax buildup, adhesive residue, and paint splatter prior to painting.
- b. "Baseboards" refer to cove and wood type boards and include quarter round if they are present in the unit.
- c. Paint shall be applied in a smooth, even finish with clean, straight cut lines between the wall, baseboard, and finished floor. Any nicks, scuffs, chips, or damage to the baseboard resulting from the Contractor's work shall be repaired and touch-up painted to match the adjacent finish.
- d. All painted baseboards shall receive a uniform finish coat during apartment preparation.
- e. Where the baseboard is determined by the Contractor to be damaged, then the Contractor shall replace the baseboard. *HACG will provide baseboard to the Contractor for such replacements.*
- f. Baseboards shall be securely fastened with no loose sections. Baseboards shall fit tightly against the wall with no visible gaps that would detract from the finished appearance.
- g. The sealant or caulk joint between the baseboard and finished floor shall be smooth, continuous, and neatly tooled to provide a finished appearance. Loose, cracked, deteriorated, or missing sealant shall be removed and replaced with a paintable latex caulk or other HACG-approved sealant where directed. Excess caulk shall be removed, and the finished joint shall be free of gaps, voids, or smears.

f) Walls-

- a. Walls shall be cleaned and free of grease, dirt, dust, adhesive residue, cobwebs, and other foreign materials such as wallpaper and stickers prior to painting.
- b. Contractor shall repair minor wall damage by patching and sanding holes, dents, and surface imperfections to blend with the existing wall finish. Contractor shall be responsible for repairing any single hole measuring two (2) inches or less in diameter, or multiple holes that collectively do not exceed six (6) inches by six (6) inches within a single repair area. Damage exceeding these limits shall be reported to HACG for repair.

- c. All patched areas shall be properly primed before painting. Units with smoke residue shall be properly primed before painting. Finished repairs shall blend with adjacent wall surfaces and shall not exhibit visible depressions, ridges, rough texture, flashing, or dry spots.
- d. Exterior corners, including hallway entrances and other high-traffic areas, shall be properly formed and finished. Corner bead shall be securely covered with drywall compound and sanded smooth to provide a uniform finished appearance.
- e. Drywall tape shall not be visible after completion. All taped joints, patches, and corner repairs shall be smooth, properly feathered, and free of cracks, blisters, or raised edges.
- f. Paint shall be applied in a smooth, uniform finish free of runs, drips, roller marks, lap marks, overspray, flashing, visible patching, bleed-through, or other application defects. The finished surface shall present a consistent color and sheen.
- g. Receptacle covers, switch plates, light fixture trim, smoke alarms, carbon monoxide alarms, appliances, cabinets, countertops, tile, door hardware, ADA devices, and other removable accessories shall be removed or adequately protected prior to painting. Paint on these items is unacceptable and shall be removed or the affected item replaced at the Contractor's expense.
- h. *HACG will provide primer and paint to the Contractor.*

g) Ceilings-

- a. Ceilings shall be cleaned and free of grease, dirt, dust, cobwebs, stains, and other foreign materials prior to painting.
- b. Contractor shall repair minor ceiling damage by patching and sanding holes, dents, and surface imperfections to blend with the existing ceiling finish. Contractor shall be responsible for repairing any single hole measuring two (2) inches or less in diameter, or multiple holes that collectively do not exceed six (6) inches by six (6) inches within a single repair area. Damage exceeding these limits shall be reported to HACG for repair.
- c. All patched areas shall be properly primed before painting. Finished repairs shall blend with adjacent ceiling surfaces and shall not exhibit visible depressions, ridges, rough texture, flashing, or dry spots.
- d. Drywall tape shall not be visible after completion. All taped joints and ceiling patches shall be smooth, properly feathered, and free of cracks, blisters, raised edges, or other visible defects.
- e. Paint shall be applied in a smooth, uniform finish free of runs, drips, roller marks, lap marks, overspray, flashing, visible patching, bleed-through, or other application defects. The finished surface shall present a consistent color and sheen.
- f. The transition between walls and ceilings shall have clean, straight cut lines and be free of paint bleed, uneven edges, or other visible blemishes.
- g. Where suspended (drop) ceilings exist, damaged ceiling tiles shall be reported to HACG for replacement unless otherwise directed. Ceiling grid

systems shall be clean, securely fastened, free of paint buildup, and present a neat, uniform appearance.

- h. Light fixtures, smoke alarms, carbon monoxide alarms, sprinkler heads, HVAC diffusers, exhaust fans, ADA devices, and other building components shall be removed, masked, or otherwise protected prior to painting. Paint on these items is unacceptable and shall be removed, or the affected item replaced at the Contractor's expense.
- i. *HACG will provide paint to the Contractor.*

h) Doors-

- a. Doors, including both sides, the top edge, and all exposed edges, shall be painted or stained as applicable to match the existing finish. Entrance and exit doors shall receive a uniform finish unless otherwise directed by HACG. Paint on door hardware, hinges, locks, latch sets, deadbolts, strike plates, door closers, weatherstripping, peepholes, kick plates, or other hardware is unacceptable.
- b. Contractor shall repair minor door damage by patching and sanding holes measuring three (3) inches or less in diameter using an appropriate wood filler or wood repair compound. Drywall compounds shall not be used to repair doors. Repaired areas shall be smooth and blended with the surrounding surface after painting. Doors with holes exceeding three (3) inches in diameter or requiring structural repair shall be reported to HACG for replacement.
- c. Door frames, jambs, casings, and trim shall be clean, free of damage within the Contractor's scope, and finished with a smooth, uniform coat of paint or stain. Finished surfaces shall be free of runs, drips, overspray, flashing, visible repairs, or other application defects.
- d. All doors shall operate smoothly, open and close freely, and latch securely without excessive force or binding. Entry doors shall properly engage all locking hardware and provide a secure closure. Interior bedroom doors shall not be equipped with locking hardware that prevent emergency access from outside the room.
- e. Doors shall be free of splits, delamination, broken panels, excessive warping, or other structural defects. Contractor shall immediately notify HACG of any door requiring repair or replacement outside the scope of this contract.
- f. Doorstops shall be securely installed and functional. Missing or damaged doorstops shall be replaced.

i) Windows-

- a. Window frames, sashes, tracks, glass, and window locks shall be cleaned on both the interior and exterior surfaces where safely accessible from the dwelling unit. Glass shall be free of dirt, paint overspray, adhesive residue, excessive streaking, and other foreign materials.
- b. Windowsills, stools, aprons, jambs, and side framing shall be clean and free of dirt, dust, cobwebs, debris, and peeling paint within the Contractor's scope of work.

- c. Windows shall operate smoothly where designed to be operable and shall close and latch securely. Contractor shall notify HACG of broken glass, damaged window balances, defective locking hardware, deteriorated glazing, or windows that do not operate properly.
- d. Window coverings, including roller shades, mini-blinds, vertical blinds, and wood blinds, shall be clean, properly installed, and in good working order. Roller shades shall operate properly, be the correct length, and include the bottom support rod. Shade brackets shall be securely fastened and free of damage.
- e. Damaged window coverings, including torn, stained, faded, yellowed, bent, or otherwise inoperable shades or blinds, shall be replaced with HACG-approved replacement blinds or shades as directed by HACG. *HACG will provide replacement window coverings to the Contractor.*
- f. Non-security window screens shall be clean, securely installed, and free of holes, tears, bent frames, or other damage that would allow insects to enter the dwelling. Contractor will replace the mesh if damaged.
- g. Security screens shall be cleaned on both sides and shall be free of dirt, grease, grime, and debris. Any repairs to security screens will be completed by HACG.
- h. Paint on window glass, hardware, locks, weatherstripping, screens, or window coverings is unacceptable.

j) Shelving-

- a. Shelving, closet shelves, pantry shelves, and other fixed shelving shall be clean and free of dirt, dust, grease, adhesive residue, and paint buildup prior to painting.
- b. Shelving shall be removed only as necessary to properly prepare and paint all exposed surfaces. Where removed, shelving shall be reinstalled securely in its original location.
- c. Shelving shall be painted on all exposed surfaces to provide a smooth, uniform finish free of runs, drips, overspray, flashing, or visible brush marks.
- d. Shelf brackets, supports, standards, and associated hardware shall be cleaned and painted as applicable. Paint shall not interfere with the proper operation or adjustment of shelving hardware.
- e. Shelving shall be securely fastened to shelf brackets and wall support. Shelves shall be level, stable, and free of loose or unsafe conditions.
- f. Damaged, broken, warped, missing, or otherwise unserviceable shelving or hardware shall be reported to HACG for repair or replacement. Unless specifically authorized in writing by HACG, replacement of shelving is not included within the scope of this contract.

k) Closets-

- a. Closets shall be clean, free of dirt, dust, cobwebs, debris, adhesive residue, and other foreign materials and shall present a clean, uniform, and move-in ready appearance.

- b. Closet doors shall comply with the requirements of the Doors section of this Scope of Work and shall operate smoothly, latch properly where applicable, and present a clean, finished appearance.
- c. All painted closet surfaces, including walls, ceilings, shelving, trim, and door frames, shall receive a uniform finish coat free of runs, drips, flashing, overspray, visible patching, or other application defects.
- d. Closet shelving shall comply with the requirements of the Shelving section of this Scope of Work. Shelving shall be securely fastened, level, stable, and properly reinstalled if removed during preparation.
- e. Minor holes, dents, and surface imperfections within closets shall be patched, sanded smooth, primed, and painted in accordance with the Walls section of this Scope of Work. Finished repairs shall blend with adjacent surfaces and shall not exhibit visible tape, ridges, depressions, or rough areas.
- f. Clothes rods shall be the proper length, securely mounted, and capable of supporting normal residential use. Loose, damaged, bent, missing, or improperly installed clothes rods or mounting hardware shall be reported to HACG for repair or replacement unless specifically authorized in writing by HACG.

I) Cabinetry-

- a. Cabinets, drawers, countertops, shelving, and associated hardware shall be thoroughly cleaned and free of grease, food residue, dust, dirt, adhesive residue, and debris. All interior and exterior surfaces shall be cleaned to present a sanitary, move-in ready appearance.
- b. Cabinet interiors, shelves, drawers, drawer slides, hinges, pulls, and handles shall be clean and free of food residue, excessive grease, and other foreign materials. Cabinet doors and drawers shall be properly reinstalled and operated smoothly.
- c. The wall surfaces visible behind and beneath cabinets shall be clean and in good condition within the Contractor's scope of work. Contractor shall notify HACG of excessive wall damage, water intrusion, mold, soft or deteriorated surfaces, or other conditions requiring repair.
- d. Where cabinets are painted, all exposed painted cabinet surfaces shall receive a smooth, uniform finish with consistent color and sheen. Finished surfaces shall be free of runs, drips, overspray, flashing, visible brush marks, peeling paint, or other application defects. Paint on hinges, drawer slides, pulls, knobs, latches, or other cabinet hardware is unacceptable.
- e. Laminate, solid surface, and granite countertops shall be cleaned using products appropriate for the countertop material. Granite countertops shall be cleaned using a non-abrasive cleaner specifically designed for natural stone. Granite sealer shall be applied to granite countertops.
- f. Countertops shall be free of grease, food residue, stains, adhesive residue, excessive caulk residue, and other foreign materials. Existing countertop-to-backsplash and countertop-to-wall caulk shall be clean and intact. Deteriorated or missing caulk shall be reported to HACG unless replacement is specifically authorized.

- g. *All counter tops that require replacement will be replaced by the HACG Maintenance Department.

m) Pantry-

- a. Pantries shall be cleaned and free of dirt, dust, grease, cobwebs, debris, adhesive residue, food residue, and other foreign materials. Upon completion, pantries shall present a clean, sanitary, and move-in ready appearance.
- b. Pantries shall conform to the requirements of the applicable sections of this Scope of Work, including Ceilings, Walls, Shelving, Electrical Devices and Cover Plates, Lighting Fixtures, and Painting. All painted surfaces shall present a smooth, uniform finish free of runs, drips, flashing, visible patching, or other application defects.
- c. Shelving shall be securely fastened, level, and capable of supporting normal residential use. Electrical cover plates, lighting fixtures, and associated hardware shall be clean, securely installed, and free of paint. Contractor shall report any damaged, missing, or unsafe conditions requiring repair by HACG.

n) Stove-

- a. Stoves shall be thoroughly cleaned inside and out, including the cooktop, oven cavity, broiler compartment (if applicable), control panel, front, sides, back, drawer compartment, and all accessible surfaces. Appliances shall be free of grease, food residue, dust, dirt, adhesive residue, and offensive odors.
- b. Stainless steel appliances shall be cleaned using products specifically designed for stainless steel finishes. Abrasive cleaners or tools that may scratch or damage the finish shall not be used.
- c. Glass cooktops shall be cleaned using manufacturer-recommended cleaning products and non-abrasive scrapers or pads designed for glass cooking surfaces. Cooktops shall be free of burned-on residue, grease, and staining to the extent reasonably achievable through standard cleaning methods.
- d. Electric coil drip pans shall be clean, properly seated, and free of excessive rust, grease, or food buildup. Contractor shall report damaged or deteriorated drip pans requiring replacement by HACG.
- e. The area beneath lift-up cooktops, removable burner pans, and accessible components shall be cleaned and free of grease, food residue, and debris.
- f. Exterior appliance surfaces shall present a clean, uniform appearance. Contractor shall report excessive rust, damaged finishes, missing components, broken knobs, damaged burner elements, broken glass, or other conditions requiring repair or replacement by HACG. Minor cosmetic touch-up using appliance paint shall be performed by HACG.

o) Refrigerator-

- a. Refrigerators shall be thoroughly cleaned inside and out, including the top, sides, front, back, door gaskets, and all accessible interior surfaces. Appliances shall be free of dirt, dust, grease, food residue, spills, stains, adhesive residue, mold, mildew, and offensive odors.

- b. Stainless steel refrigerators shall be cleaned using products specifically designed for stainless steel finishes. Abrasive cleaners or tools that may scratch or damage the finish shall not be used.
- c. All shelves, drawers, bins, crisper drawers, and door racks shall be removed as necessary, thoroughly cleaned, sanitized, and properly reinstalled. Components shall be free of food residue, stains, mold, mildew, and other foreign materials.
- d. The freezer compartment shall be completely defrosted, cleaned, and free of ice accumulation. Air passages and vents between the freezer and refrigerator compartments shall be free of obstructions to allow proper airflow.
- e. Refrigerator shelves, racks, bins, and drawers shall be in good condition and properly installed. Contractor shall notify HACG of cracked, broken, missing, or excessively rusted components requiring repair or replacement.
- f. The refrigerator shall be level, stable, and positioned so that it does not rock during normal use. Doors shall open and close properly, and gaskets shall be clean and free of excessive buildup. Contractor shall report damaged gaskets, broken hinges, missing hardware, or other operational deficiencies requiring repair by HACG.
- g. Minor cosmetic touch-up using appliance paint shall be performed when needed.
- h. Accessible condenser coils and ventilation openings shall be free of excessive dust and debris where they can be cleaned without moving the appliance or disassembling manufacturer-installed components. Conditions requiring maintenance beyond normal cleaning shall be reported to HACG.

p) Sinks/Basins-

- a. Sinks, lavatories, and associated fixtures shall be thoroughly cleaned, sanitized, and free of dirt, grease, soap residue, stains, mildew, mold, mineral deposits, adhesive residue, and other foreign materials to the extent reasonably achievable through standard cleaning methods.
- b. The sink basin, countertop surrounding the sink, backsplash, drain, overflow opening (where applicable), and all exposed surfaces shall be clean and present a sanitary, move-in ready appearance.
- c. Exposed drain lines, supply lines, shut-off valves, P-traps, and the area beneath sinks and basins shall be cleaned and free of dust, dirt, grease, water stains, and debris. Contractor shall notify HACG of any active leaks, corrosion, damaged piping, or other plumbing deficiencies requiring repair.
- d. Faucets, handles, spouts, aerators, escutcheons, and exposed plumbing trim shall be clean and free of mildew, mold, mineral buildup, soap residue, and water spots. Contractor shall report leaking faucets, damaged fixtures, loose components, or missing hardware requiring repair by HACG.
- e. Caulking around sinks, countertops, and backsplashes shall be clean and intact or redone as needed.
- f. Paint on faucets, supply lines, drains, shut-off valves, escutcheons, or other plumbing fixtures is unacceptable.

q) Bathtub/Shower-

- a. Bathtubs, shower stalls, shower inserts, and surrounding surfaces shall be thoroughly cleaned, sanitized, and free of dirt, soap residue, mildew, mold, mineral deposits, adhesive residue, stickers, decals, and other foreign materials to the extent reasonably achievable through standard cleaning methods.
- b. Bathtub and shower surfaces shall present a clean, sanitary, and move-in ready appearance. All stickers, decals, tape, adhesive residue, and similar materials shall be completely removed without damaging the finished surface.
- c. Where ceramic tile or other tiled surfaces exist, tile and grout shall be thoroughly cleaned and free of soap residue, mildew, mold, mineral deposits, and excessive staining. Contractor shall notify HACG of cracked, loose, missing, or deteriorated tile or grout requiring repair.
- d. Drain covers and drain stoppers shall be clean, properly installed, and operational. Missing or damaged drain stoppers shall be replaced.
- e. Caulking at tubs, showers, and wall joints shall be clean and intact or redone as needed.
- f. Showerheads, faucet assemblies, valves, tub spouts, and handles shall be clean and free of mildew, mold, soap residue, and mineral buildup. Contractor shall notify HACG of leaking, damaged, loose, or inoperable plumbing fixtures requiring repair or replacement.
- g. Shower rods shall be clean, securely mounted, and free of excessive rust or damage. Contractor shall report bent, loose, rusted, or damaged shower rods requiring repair or replacement by HACG.
- h. Paint on plumbing fixtures, showerheads, valves, drains, trim, shower rods, or other bathroom hardware is unacceptable.

r) Commode-

- a. Toilets (commodes), including the bowl, tank, tank lid, seat, base, and all exposed surfaces, shall be thoroughly cleaned, sanitized, and free of dirt, stains, mold, mildew, mineral deposits, adhesive residue, and other foreign materials to the extent reasonably achievable through standard cleaning methods.
- b. The floor surrounding the base of the toilet shall be clean and free of dirt, dust, grease, wax buildup, caulk residue, and other debris. No buildup shall remain around the base of the toilet.
- c. Toilet seats and lids shall be securely attached, clean, and free of cracks, discoloration, or excessive wear. Contractor shall notify HACG of damaged, loose, leaking, or otherwise defective toilet components requiring repair or replacement.
- d. Missing or damaged toilet bolt caps (screw covers) at the base of the toilet shall be replaced by the HACG as part of the apartment turn preparation to eliminate sharp edges and provide a finished appearance.
- e. The toilet shall be securely mounted and shall not rock or shift during normal use. Contractor shall immediately notify HACG of loose toilets, active leaks,

damaged wax seals, cracked porcelain, or other plumbing deficiencies requiring repair.

- f. Paint on toilets, seats, flush handles, supply lines, shut-off valves, escutcheons, or other plumbing fixtures is unacceptable.

s) Water Heater-

- a. The water heater closet, enclosure, or designated mechanical space shall be clean and free of dirt, dust, cobwebs, debris, and stored materials.
- b. The exterior surfaces and top of the water heater shall be free of excessive dirt, dust, grease, and debris. Cleaning shall not disturb venting, gas piping, plumbing connections, electrical components, pressure relief valves, or manufacturer-installed labels.
- c. The floor surrounding the water heater shall be clean and free of debris, combustible materials, and other obstructions that may interfere with safe access or operation.
- d. Contractor shall immediately notify HACG of any observed deficiencies requiring maintenance, including but not limited to active leaks, excessive corrosion, missing drain pans where existing, damaged venting, missing insulation, missing or damaged pressure relief discharge piping, or other visible conditions that may affect the safe operation of the water heater.
- e. Contractor shall not perform repairs, adjustments, servicing, or maintenance on water heaters unless specifically authorized in writing by HACG.

t) Space Heater/Inside Heat Pump/Furnace-

- a. Heating equipment, including space heaters, furnace cabinets, air handlers, heat pumps, and other HVAC equipment located within the dwelling unit, shall be clean and free of dirt, dust, cobwebs, and debris on all accessible exterior surfaces only.
- b. The floor and surrounding area adjacent to HVAC equipment shall be clean and free of dirt, dust, debris, stored materials, and other obstructions that may interfere with safe access or operation.
- c. Supply registers, return air grilles, heat vents, and vent covers shall be clean and free of excessive dirt, dust, debris, grease, and paint buildup that may restrict airflow. Registers and grilles shall be securely fastened and free of visible damage including rust. Contractor shall paint HVAC registers, grilles, or return air covers as needed.
- d. Accessible air return grilles and vent covers shall be cleaned using methods that do not damage the finish or restrict airflow.
- e. Contractor shall immediately notify HACG of any visible deficiencies requiring maintenance, including but not limited to damaged registers or grilles, missing vent covers, excessive rust, active water leaks, unusual odors, damaged insulation, or other conditions affecting the safe or proper operation of the HVAC system.

- f. Contractor shall not perform HVAC servicing, filter replacement, repairs, adjustments, or maintenance unless specifically authorized in writing by HACG.

u) Porches /Entryways-

- a. Entrance doorways, porches, stoops, landings, patios, and entryways immediately adjacent to the dwelling unit shall be swept and cleaned. These areas shall be free of dirt, dust, cobwebs, leaves, trash, construction debris, and other foreign materials.
- b. Concrete, wood, or other finished porch and patio surfaces shall present a clean, neat, and move-in ready appearance. Contractors are not responsible for pressure washing.
- c. Security screen doors, storm doors, and associated frames shall be cleaned on both interior and exterior surfaces and shall be free of dirt, grease, cobwebs, adhesive residue, and other buildup. Contractor shall notify HACG of damaged, loose, or inoperable screen or storm doors requiring repair or replacement.
- d. Exterior entry door thresholds shall be clean and free of dirt and debris. Contractor shall report damaged thresholds, weatherstripping, or trip hazards requiring maintenance.
- e. For dwelling units without porches, including Walnut Street School Apartments, the covered entry vestibule or area immediately outside the front entrance shall be included within the scope of work. Walls, ceilings, floors, doors, and adjacent trim within the entry area shall be cleaned and free of dirt, dust, cobwebs, debris, and other foreign materials.

v) Other:

- a. The area immediately surrounding the dwelling unit, including the front, rear, side yard (where applicable), patios, porches, walkways, and landscaped beds directly adjacent to the unit, shall be free of litter, construction debris, discarded personal property, and other trash resulting from the apartment turn.
- b. All trash, debris, and discarded materials generated during the apartment turn shall be collected and disposed of in HACG-designated dumpsters. Contractor shall not use resident trash containers or leave debris on HACG property.
- c. Exterior trash containers assigned to the dwelling unit shall be emptied of trash, debris, standing water, and other foreign materials and returned to their designated location with lids securely closed.
- d. Contractor shall notify HACG of abandoned personal property, illegal dumping, hazardous materials, dead animals, or conditions requiring specialized cleanup. Removal of hazardous materials, biohazards, or regulated waste is not included within the scope of this contract.

w) Method of Execution:

- a. Materials

- i. All materials needed for unit preparation are the sole responsibility of the Contractor, with the following exceptions:
 - 1. Interior paint, primer, and approved paint colors;
 - 2. Vinyl Composition Tile (VCT), Luxury Vinyl Plank (LVP), transition strips, and other flooring materials designated by HACG for minor flooring repairs;
 - 3. Window blinds, roller shades, and associated installation hardware;
 - 4. Baseboard materials when replacement has been authorized by HACG;
 - 5. Countertops, doors, shelving, appliances, plumbing fixtures, and other building components specifically identified within this Scope of Work as the responsibility of HACG Maintenance.
 - 6. The Contractor shall be responsible for the proper delivery, storage, handling, security, and protection of all tools, equipment, and materials, whether Contractor-furnished or HACG-furnished, while in the Contractor's possession. Any HACG-furnished materials that are lost, damaged, or wasted due to the Contractor's negligence shall be repaired or replaced at the Contractor's expense.
- b. Cleaning Up-
 - i. The Contractor shall maintain the work area in a clean, safe, and orderly condition at all times. Waste materials, rubbish, empty containers, packaging, and debris generated by the Contractor's operations shall be collected and removed from the work area on a continual basis to prevent unsafe conditions and maintain a professional appearance.
 - ii. Upon completion of each unit, the Contractor shall remove all construction debris, discarded materials, tools, equipment, and temporary protection materials from the premises. The dwelling unit and surrounding work area shall be left in a clean, broom-swept, and move-in ready condition.
 - iii. HACG will designate a location for disposal of construction and cleaning debris, including HACG-owned dumpsters. Contractor shall dispose of all waste materials only in HACG-designated containers or disposal locations.
 - iv. Resident trash containers (brown, green, or other resident-assigned containers) shall not be used for construction debris, demolition materials, paint, cleaning waste, or other Contractor-generated refuse.
 - v. Hazardous materials, liquid waste, paint, solvents, chemicals, oils, asbestos-containing materials, lead-containing waste, biohazardous materials, or other regulated waste shall not be disposed of in HACG dumpsters.
 - vi. Contractor shall protect existing landscaping, sidewalks, curbs, driveways, lawns, buildings, utilities, and other HACG property from

damage resulting from its operations. Any damage caused by the Contractor shall be repaired or restored at the Contractor's expense.

- vii. Service provider vehicles, trailers, and equipment shall remain on paved or designated parking surfaces and shall not be driven or parked on lawns, landscaped areas, sidewalks, or other non-designated areas without prior authorization from an HACG representative.

c. Project Conditions-

- i. HACG will provide available utility service, including water and electricity, as necessary to perform the work. Heating or cooling will be provided by HACG when reasonably required to achieve proper curing of paint and other finish materials.
- ii. Contractor shall verify that environmental conditions are suitable before applying paint, primer, caulk, or other finish materials. Paint shall not be applied when the ambient air or surface temperature is below 65°F (18°C) or when environmental conditions are outside the manufacturer's recommended application requirements. Required temperatures shall be maintained until coatings have properly cured in accordance with the manufacturer's recommendations.
- iii. All surfaces to be painted shall be properly prepared prior to the application of primer or paint. Surface preparation shall include cleaning, sanding, scraping, patching, and priming as necessary to produce a smooth, sound, and uniform finish. Surfaces shall be clean, dry, and free of grease, dirt, dust, mildew, loose paint, chalking, adhesive residue, and other contaminants that may affect paint adhesion.
- iv. Finished painted surfaces shall be free of bleed-through, flashing, lap marks, roller marks, brush marks, runs, drips, overspray, peeling, blistering, or other application defects. Surfaces exhibiting these conditions shall not be accepted and shall be corrected by the Contractor at no additional cost to HACG.
- v. Contractor shall protect floors, cabinets, countertops, appliances, plumbing fixtures, electrical devices, HVAC components, windows, doors, hardware, smoke alarms, carbon monoxide alarms, and other building finishes from damage during the performance of the work. Any damage caused by the Contractor shall be repaired or replaced at the Contractor's expense.
- vi. Pest control services, including treatment for insects, rodents, and other pests, shall be the responsibility of HACG. Contractor shall promptly notify HACG of any evidence of pest infestation discovered during the performance of the work.

d. Security-

- i. The Contractor shall be responsible for securing each dwelling unit while work is in progress and upon completion of each workday.
- ii. Whenever the unit is unattended, all exterior doors, windows, window security screen latches shall be closed, secured, and locked, as

- applicable. The Contractor shall not leave a vacant unit unsecured for any period of time.
- iii. Keys issued by HACG shall remain in the possession of authorized Contractor personnel at all times and shall not be duplicated, transferred, or loaned to any unauthorized individual. Lost or unaccounted-for keys shall be reported to HACG immediately.
 - iv. The Contractor shall not permit unauthorized persons to enter or occupy the dwelling unit and shall take reasonable precautions to protect HACG property, fixtures, appliances, materials, and equipment from theft, vandalism, or damage during the performance of the work.
- e. Safety-
- i. The Contractor shall be solely responsible for initiating, implementing, maintaining, and supervising all safety precautions and programs necessary for the performance of the work. All work shall be performed in accordance with applicable Occupational Safety and Health Administration (OSHA) regulations, federal, state, and local safety laws, manufacturer recommendations, and industry best practices.
 - ii. The Contractor shall provide all required personal protective equipment (PPE), safety devices, barricades, warning signs, and other protective measures necessary to safeguard Contractor personnel, HACG employees, residents, visitors, and property during the performance of the work.
 - iii. Work areas shall be maintained in a safe condition at all times. Tools, equipment, extension cords, ladders, materials, and debris shall be stored or secured to prevent trip hazards and unauthorized access.
 - iv. The Contractor shall comply with all applicable safety requirements regarding ladders, scaffolding, electrical equipment, hazardous materials, and the proper handling, storage, and disposal of chemicals and cleaning products.
 - v. The Contractor shall be responsible for the safety of its employees, subcontractors, equipment, and work operations and shall take all reasonable precautions to prevent injury, property damage, or interruption of HACG operations.

MINIMUM QUALIFICATIONS AND CONTRACTOR RESPONSIBILITIES

Minimum Qualifications:

- a) Bidders shall demonstrate that they possess the experience, qualifications, personnel, equipment, and financial capacity necessary to successfully perform apartment turn services under this solicitation.
- b) At a minimum, the successful Bidder shall:
 - a. Demonstrate a minimum of three (3) years of experience performing apartment turn services, residential maintenance, unit rehabilitation, property maintenance, or substantially similar work. Experience with public

- housing, multifamily housing, or other occupied residential properties is preferred.
- b. Demonstrate the ability to complete apartment turn services within required timeframes while maintaining quality workmanship and compliance with HACG standards.
 - c. Maintain sufficient staffing, supervision, equipment, and resources necessary to perform multiple work orders simultaneously, when requested by HACG.
 - d. Possess and maintain all licenses, registrations, certifications, and permits required to legally perform the work within the State of North Carolina and all applicable local jurisdictions.
 - e. Maintain all required insurance throughout the term of the Contract.
 - f. If any required license, registration, certification, or permit held by the Contractor, its employees, or subcontractors is suspended, revoked, expired, or otherwise becomes invalid during the Contract term, the affected individual shall immediately cease performing work under this Contract until the deficiency has been corrected. Failure to maintain required licensing may constitute grounds for suspension, removal from the Contractor Pool, or termination of the Contract.

Responsive and Responsible Bidder:

- a) To be considered for award, Bidder must be determined to be responsive and responsible in accordance with applicable federal, state, and local procurement requirements.
 - a. Can comply with required schedules and performance standards;
 - b. Has a satisfactory record of performance;
 - c. Has a satisfactory record of integrity and business ethics;
 - d. Possesses the necessary organization, experience, technical knowledge, personnel, equipment, and operational controls to successfully perform the work;
 - e. Has the financial resources necessary to perform the Contract or the ability to obtain such resources;
 - f. Is properly licensed and qualified to perform the work;
 - g. Is not suspended, debarred, proposed for debarment, subject to a HUD Limited Denial of Participation (LDP), or otherwise ineligible to receive federal contract awards.
- b) Evidence of Responsibility:
- c) Bidders shall submit sufficient information demonstrating their qualifications and ability to successfully perform the services described in this solicitation.
 - a. Company Profile - Provide a brief description of the firm, including:
 - b. Years in business;
 - c. Business structure;
 - d. Office location(s);
 - e. Number of full-time and part-time employees;
 - f. Number of field personnel;
 - g. Areas of specialization;

- h. Current workload and available capacity.
- i. Relevant Experience - Describe the firm's experience performing apartment turn services, residential maintenance, or similar work during the past five (5) years.
- j. Property types served;
- k. Number of units serviced annually;
- l. Average unit turn completion times;
- m. Experience with public housing, multifamily housing, affordable housing, or federally funded projects;
- n. Experience complying with Section 3, Maintenance Wage Rates, Davis-Bacon (when applicable), or other federal contracting requirements.
- o. References - Provide a minimum of three (3) client references for contracts of similar size and scope completed within the past five (5) years.
 - i. Client name;
 - ii. Contact person;
 - iii. Telephone number;
 - iv. Email address;
 - v. Description of services provided;
 - vi. Contract value;
 - vii. Contract dates.
- d) By submitting a bid, the Bidder authorizes HACG to contact listed references and any other available references regarding the firm's performance.
- e) Fiscal Responsibility - Provide evidence demonstrating the firm's financial capability to perform the Contract. Acceptable documentation may include:
 - a. A statement from the firm's owner;
 - b. A statement from the firm's CPA;
 - c. Current financial statements;
 - d. Banking reference; or
 - e. Other documentation demonstrating financial stability and the ability to meet payroll, purchase materials, and successfully perform the work.
 - f. HACG reserves the right to request additional financial information if necessary to determine responsibility.
- g. Litigation and Contract History – provide a list of any of the following within the past five (5) years. If none exists, provide a statement indicating “none”.
 - i. Contract terminations for default;
 - ii. Contract disputes resulting in litigation;
 - iii. Debarments;
 - iv. Suspensions;
 - v. HUD Limited Denials of Participation;
 - vi. OSHA citations involving willful or repeat violations;
 - vii. Bankruptcy filings
 - viii. Staffing: Identify the proposed Point of Contact and describe:
 - ix. Organizational structure;
 - x. Number of available crews;

- xi. Estimated response times;
 - xii. Subcontractors proposed for use, if any.
 - xiii. Maintenance Wage Rate - The Contractor must provide a complete list of all employees working under the contract. The Contractor is responsible for maintaining the employee list up to date. The employee list must contain the following information: Name of employee; Identifying employee number (ex: last four of social security number); and work classification.
- h. The Contractor must comply with the Maintenance Wage Rate Determination (see attached).
- i. Failure to comply with the Maintenance Wage Rate requirement is considered a breach of contract and will result in the termination of the Contract. Additionally, it may also result in the HACG filing a complaint against the Contractor to the Department of Labor, HUD, and/or any other relevant parties for further investigation.
 - ii. The Contractor MUST pay all employees who perform work under this contract, no less than bi-weekly.
 - iii. Contractor is responsible for paying employees for the work performed, as outlined in the Maintenance Wage Requirement (see attached).
 - iv. The Contractor must certify that they are paying all employees subject to the Maintenance Wage Requirement.
 - v. Payroll certification is required with each invoice (see attached).
 - vi. Payment will not be issued without payroll certification.
 - vii. The Contractor must maintain accurate payroll records during the entire contract period.
 - viii. The HACG reserves the right to request and view all payroll records at any time during the contract period, in order to verify compliance with the Maintenance Wage Requirement.
 - ix. HACG reserves the right to conduct employee interviews to verify compliance with the Maintenance Wage Requirement.
- i. The Contractor must comply with Section 3. Note that HUD regulations have recently changed. The definition for a Section 3 business concern is now as follows: (1) A business concern that meets one of the following criteria: (i) It is at least 51 percent owned by low- or very low-income persons; (ii) Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or (iii) It is a business at least 25 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing. Contract must track total hours worked, hours worked by Section 3 Workers, and hours worked by Targeted Section 3 Workers. Additional definitions and requirements can be found in Title 24 Section 75 of the Code of Federal Regulations. The Contractor must comply with any and all federal, state, and local laws.
- f) Standard of Conduct:

- a. The Contractor shall ensure that all employees, subcontractors, and representatives conduct themselves in a professional, courteous, and respectful manner at all times while performing work on HACG property.
- b. The Contractor is responsible for the conduct of its employees and subcontractors and shall ensure compliance with all HACG policies, federal, state, and local laws, and the requirements of this Contract.
- c. Contractor personnel shall conduct themselves in a manner that promotes the safety, security, privacy, and peaceful enjoyment of HACG residents, employees, visitors, and property.
- d. Contractor personnel shall wear appropriate work attire and maintain a neat, professional appearance while performing work. Upon request, Contractor personnel shall identify themselves and present company identification.
- e. Prohibited Conduct - The following conduct is strictly prohibited while performing work on HACG property:
 - i. Violence, fighting, threatening behavior, intimidation, or disorderly conduct;
 - ii. Harassment of any kind, including verbal, physical, visual, sexual, discriminatory, or retaliatory harassment;
 - iii. Profane, abusive, or offensive language directed toward residents, visitors, or HACG employees;
 - iv. Discrimination based on any protected characteristic under applicable federal, state, or local law;
 - v. Entering occupied dwelling units without proper authorization from HACG;
 - vi. Using resident property, personal belongings, telephones, appliances, utilities, or internet service without authorization;
 - vii. Soliciting residents for business, gifts, tips, loans, donations, or personal favors;
 - viii. Possessing or consuming alcoholic beverages, illegal drugs, marijuana (except as permitted by law outside HACG property), or controlled substances not lawfully prescribed while on HACG property; Reporting to work while impaired by alcohol or drugs;
 - ix. Smoking, vaping, or using tobacco products inside HACG buildings or in areas prohibited by HACG policy;
 - x. Possessing firearms or other weapons on HACG property except as otherwise authorized by law and HACG policy.
- g) Confidentiality -
 - a. Contractor personnel shall respect the privacy and confidentiality of HACG residents.
 - b. Information obtained while performing work under this Contract shall be used solely for the performance of the work and shall not be disclosed to any unauthorized person.
 - c. Contractor personnel shall not photograph, video record, or otherwise record residents, occupied dwelling units, resident belongings, or HACG records without prior written authorization from HACG.

- d. Contractor personnel shall not post, publish, transmit, or share photographs, videos, recordings, comments, or other information regarding HACG properties, dwelling units, residents, employees, or work performed under this Contract on any social media platform, website, or other public forum without prior written authorization from HACG.

CONTRACT TERMS

Quantity:

- a) The establishment of an Award Pool does not guarantee any minimum quantity of work, number of units, or dollar amount of services to any Contractor.
- b) Apartment turn services shall be ordered on an as-needed basis throughout HACG's public housing and non-profit portfolio. Work assignments will be issued at the sole discretion of HACG based on operational needs, contractor availability, capacity, past performance, quality of work, response time, workload, specialty services, pricing, and the overall best interest of HACG.
- c) Selection into the Award Pool does not create an exclusive right to perform work, nor does it guarantee the receipt of any work assignments.

Scheduling:

- a) The Contractor will be notified, via email, as needed when units are needed to be serviced.
- b) A written purchase order shall be issued to the Contractor identifying the address and unit size. The cost listed on the purchase order will be the awarded contract amount, as stated in the successful bid schedule.
- c) The same purchase order number shall be used in reference for billing purposes, and on any other correspondence.
- d) The Contractor shall not commence work on a unit without receiving a purchase order number, unless instructed to do so in writing by the HACG.

Time Frame:

- a) Time is of the essence. Apartment turn services are critical to HACG's occupancy goals, HUD reporting requirements, and resident leasing schedules. Contractors shall provide sufficient staffing and supervision to complete work within the required timeframes.
- b) Timelines are non-negotiable due to HACG's reporting guidelines. Any contractor that cannot meet the timelines listed below will not be considered responsible and responsive to the IFB. Failure to meet the timelines, identified below is cause to terminate the contract. By executing the agreement, the Contractor confirms that the contract time is a reasonable period for performing work.
- c) The service provider must begin work on date scheduled and must make sufficient progress to complete work, within allotted time periods as detailed below.

- a. 0 bedroom/efficiency apartment – 4 days
- b. 1 bedroom apartment – 4 days
- c. 2 bedroom apartment – 5 days
- d. 3 bedroom apartment – 5 days
- e. 4 bedroom apartment – 5 days
- f. 5 bedroom apartment – 5 days
- d) Any problems that may delay the turn of the apartment within the time schedule stated above must be brought to the attention of the HACG representative, in writing at the beginning of the work schedule or as soon as the issue arises.
- e) Failure to meet the time frame listed above, will subject the Contractor to liquidated damages. For the first day late there will be a fee of \$50.00 and then \$100.00 per day for each additional day late that the unit is not completed according to the above schedule. The payment for such fee will be deducted out of the payment owed the Contractor, and if no payment is owed, the Contractor will be issued an invoice for payment due. Assessment of liquidated damages shall not prevent HACG from exercising any additional contractual remedies.
- f) If the Contractor fails to perform on schedule, the HACG shall have the option to call in another service provider to complete the work ordered at the expense of the Contractor (i.e.: Primary Contractor pays the “called-in/secondary” service provider to turn the apartment).

Completion & Payment:

- a) Completion
 - a. The Contractor shall notify HACG when the unit is ready for inspection via email.
 - b. A unit shall be deemed complete once an authorized HACG representative inspects said unit and accepts the work.
 - c. If deficiencies are identified, HACG will issue a punch list via email identifying the corrective work required. The Contractor shall complete all punch list items within two (2) business days, unless otherwise approved by HACG. No additional compensation shall be paid for correcting work that fails to comply with the Contract requirements.
- b) Payment
 - a. Payment will be processed within 30 days of receipt of invoice, after unit has been approved and payroll certification has been received.
 - b. Failure to provide payrolls certifications timely will result in a delay in payment being processed.
 - c. Invoices shall include purchase order number, unit address, date work completed, contract amount, certified payrolls.

Indemnification:

To the fullest extent permitted by North Carolina law, the Contractor shall indemnify, defend, and hold harmless the Housing Authority of the City of Goldsboro, its Board of Commissioners, officers, employees, agents, and representatives from and against all claims, damages, losses, liabilities, judgments, penalties, fines, and expenses, including

reasonable attorneys' fees, arising out of or resulting from the performance of the work, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, subcontractors, or anyone directly or indirectly employed by them. This obligation shall survive completion or termination of the Contract.

Contract Period:

- a) The initial Contract term shall be one (1) year from the date of execution.
- b) HACG may, at its sole discretion, renew the Contract for four (4) additional one-year periods, for a maximum total Contract term of five (5) years, subject to:
 - a. Continued funding availability;
 - b. Satisfactory Contractor performance;
 - c. Continued need for the services; and
 - d. Mutual written agreement of the parties.
 - e. HACG reserves the right to add qualified contractors to, or remove contractors from, the Award Pool through future solicitations as permitted by applicable procurement requirements.
- c) Contractors shall honor all proposed pricing during the initial one-year contract term. Pricing adjustments during renewal terms may be considered only if specifically authorized by HACG and supported by documented increases in labor or material costs.
- d) Either party may terminate the Contract without cause upon thirty (30) calendar days' written notice.
- e) HACG may terminate the Contract immediately or upon shorter written notice as permitted by law for default, breach of contract, fraud, failure to maintain required licensing or insurance, repeated unsatisfactory performance, or failure to comply with federal, state, or local requirements.

Governing Law:

This solicitation, any resulting Contract, and all rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of North Carolina. Any legal action arising from this Contract shall be brought in a court of competent jurisdiction located in Wayne County, North Carolina, unless otherwise required by applicable federal law.

PROPOSAL FORMAT

Question and Answers:

- a) There will not be a prebid meeting. All questions related to the IFB must be submitted to jgoldman@hacg.org no later than August 3, 2026. All questions will be answered via an amendment to this IFB posted August 4, 2026.

Submission Process:

- a) All bids must be submitted electronically and must be received NO LATER THAN July 22, 2026 at 4:00PM EST via HACG SharePoint Procurement Portal.

b) URL: [Apartment Turn Services Proposals](#)

- a. Full link: <https://hacg2.sharepoint.com/:f:/s/Procurement-BidderandVendorDocumentSubmissions/IgAToXtAmI0yRr7f3XltfXEwAZfe-YxCLqfzcMFUo0pXxfg?nav=ZTNiMDZiNmItN2QxNS00NjI4LWJkNWItMWFIzmmMOMWYxMmFm>
- c) Bids shall be submitted as one searchable PDF document whenever practical.
- d) Individual file names should clearly identify their contents.
- e) The SharePoint system records the date and time each file is uploaded. This will be the official date and time for determining the timely receipt.
- f) Electronic signatures are acceptable where signatures are required.
- g) Any bids received after the bid period closed date/time will not be accepted. If bids are received after the bid deadline, they will remain unopened and be retained in the electronic contract file.
- h) Upon successful upload, the SharePoint Procurement Portal will generate an electronic confirmation that the Bid has been received. Bidders should retain this confirmation for their records. Receipt of a confirmation does not constitute acceptance of the Bid or a determination that the Bid is responsive or complete.
- i) All communications regarding this bid must be directed to the Agency Contact Person only.

Bid Presentation:

- k) To facilitate evaluation, bids shall be organized in the following order.
 - a. Cover Letter
 - b. Company Profile
 - c. Qualifications and Experience
 - d. Staffing and Capacity
 - e. References
 - f. Price Bid
 - g. Financial Capacity
 - h. Required Forms
 - i. HUD-5369 B Form (acknowledgment only)
 - ii. HUD-5369 C Form
 - iii. HUD-5370 C, Section I-II
 - iv. Bid Form
 - v. Non-Collusive Form
 - vi. HUD-52158 Form - (Maintenance Wage Rate Determination) (acknowledgment only)
 - vii. Payroll Certification Form (acknowledgement only)
 - viii. E-Verify Form
 - ix. Certificates of Insurance and W-9 from Bidder
 - x. Contracts Inclusion Policy

- l) All bids must meet the requirements presented in this IFB. Bids not in conformity may be rejected. Exceptions to any requirements must be clearly noted in the bidder's response.
- m) The bid must be clear as to all requirements listed and fully respond to the IFB.
- n) The proposed fees are all-inclusive of any related costs that the Contractor will incur in the execution of the contract agreement to include wages, benefits, overhead, profit, materials and supplies. Unless otherwise requested, all pricing shall be a fixed price for the work requested.

EVALUATION AND SELECTION PROCESS

Bid Opening:

- a) Electronic bids must be received through the HACG SharePoint Procurement Portal no later than 4:00 p.m. Eastern Time on August 13, 2026.
- b) Following the bid submission deadline, HACG will publicly open all timely received bids.
- c) The public bid opening will be held on:

August 13, 2026 Immediately following the bid deadline

In person: Housing Authority of the City of Goldsboro
 700 North Jefferson Avenue
 Goldsboro, NC 27530

Online: Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/25716880942213?p=9OIAntTodpthmAP8gJ>

Meeting ID: 257 168 809 422 13

Passcode: VN9DN3PJ

At the public opening, HACG will announce the names of all bidders and bid pricing.

Late bids will not be accepted.

Contract Award Procedure:

- a) HACG intends to establish a multiple-award contractor pool under this Invitation for Bids.
- b) Following the bid opening, HACG will evaluate each bid to determine whether the bidder is responsive to all material requirements of the IFB and responsible in accordance with applicable federal, state, and local procurement requirements.
- c) A responsive bidder is one whose bid conforms in all material respects to the requirements of this IFB.
- d) A responsible bidder is one that possesses the financial resources, experience, integrity, technical capability, staffing, equipment, licensing, and organizational capacity necessary to successfully perform the Contract.

- e) HACG reserves the right to conduct a pre-award review to verify bidder responsibility. Such review may include, but is not be limited to:
 - a. Verification of licenses and insurance;
 - b. Reference checks;
 - c. Review of financial capacity;
 - d. Review of staffing and equipment;
 - e. Review of subcontracting arrangements;
 - f. Verification of Maintenance Wage Rate compliance history;
 - g. Verification of Section 3 compliance history;
 - h. Verification that the bidder is not suspended, debarred, or subject to a HUD Limited Denial of Participation.
- f) If HACG determines that a bidder is not responsive or responsible, that bidder may be rejected.
- g) All unsuccessful Contractors will be notified of the status of their bid by mail, after the potential contract award(s) has/have been identified.

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section II – (With 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. 1/31/2027)

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 a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Bid Form

Agency Wide Apartment Unit Turn

Solicitation # 07022026-01

Bedroom Size	Flat Per Unit Cost
0 Bedroom/Efficiency unit	\$
1 Bedroom Unit	\$
2 Bedroom Unit	\$
3 Bedroom Unit	\$
4 Bedroom Unit	\$
5 Bedroom Unit	\$

Total Amount: _____

Name of Firm: _____

Signature of Authorized Agent: _____

Date: _____

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: _____

HUD-52158
Maintenance Wage Rate Determination

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

Agency Name: Goldsboro Housing Authority	DBLS Agency ID No: NC015	Wage Decision Type: ☒ Routine Maintenance ☐ Nonroutine Maintenance
	Effective Date: October 1, 2024	Expiration Date: September 30, 2026

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 (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

BRENDA WILLIAMS Digitally signed by BRENDA WILLIAMS
Date: 2024.09.10 13:46:18 -04'00'

9/10/2024

DBLS Staff Signature

Date

Brenda Williams
Labor Standard Specialist

Name and Title

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (If any)
Maintenance Mechanic	\$15.84	
Maintenance Mechanic Electrician	\$19.45	
Maintenance Mechanic HVAC	\$18.04	
Maintenance Mechanic Plumber	\$17.84	
Lawn Maintenance	\$10.76	
Tree Trimmer and Pruner	\$14.51	
Brickmason and Blockmason	\$17.84	
Carpenter	\$15.33	
Plaster and Stucco Masons	\$14.50	
Roofer	\$14.36	
Fence Installer	\$13.86	
Unit Turnaround except Painting	\$11.69	
Power Washer	\$14.85	
Dumpster Sanitation Driver/Operator	\$17.77	
Carpet Installer	\$13.98	
Floor Layer (Except Carpet, Wood, and Hard Tiles)	\$14.35	
Tile and Stone Setter	\$13.77	
Cement Mason and Concrete Finisher	\$15.20	
Drywall and Ceiling Tile Installer	\$14.64	
Glazier	\$14.65	
Insulation Worker, Floor, Ceiling, and Wall	\$14.00	
Painter	\$14.31	
Pest Control/Exterminator	\$14.36	

HOUSING AUTHORITY OF THE CITY OF
GOLDSBORO

Request for Payment / Payroll Certification

Service Week Date(s): _____

I, _____, [Name], _____, [title]
of _____, [Name of Company], do hereby state:

1. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the Contract;
2. That I pay or supervise the payment of the persons employed/subcontracted by _____, [Name of Company], on said contract;
3. That all persons employed on said contract have been paid in full of wages earned during the applicable payroll week, in compliance with the Maintenance Wage Rate Determination (HUD Form 2158);
4. That the following persons worked, subject to the contract, on the project of which payment is being requested

Employee/Contractor Name:	Work Performed:	Hourly Wage Paid:

I, further certify that the information included in this document, is true and accurate.

Print Name & Signature

Date

***This certificate must be completed in full, signed and attached to every invoice/payment request**

**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 _____, 2018.

Affiant

Sworn to and subscribed before me, this the _____ day of _____, 2018.

[OFFICIAL SEAL]

_____, Notary Public

My Commission Expires: _____



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

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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.

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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): ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ 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.