



PO BOX 803, 1153 Holly Berry Lane

Millville, NJ 08332

Tel: (856) 825-8860

Fax: (856) 825-5283

Email: ssilvers@millvillehousing.org

Invitation to Bid

FOR

SNOW REMOVAL SERVICES

Due Date: Thursday, August 20, 2026 at 10:00 A.M. EST

Administered by: Samantha Silvers
Executive Director

Contract will Start: November 1, 2026 through October 31, 2027, with the option
for (2) one-year extensions.

This opening will be held:

Thursday, August 20, 2026 at 10:00 A.M. EST

Millville Housing Authority
Property Management Administration Office
1153 Holly Berry Lane

TABLE OF CONTENTS

Section A – Notice to Bidders	Pg. 3
Section B – Schedule	Pg. 4
Section C – Introduction	Pg. 5
Section D – General Conditions and Financial Provisions	Pg. 6
Section E – Employee Guidelines	Pg. 10
Section F – Safety	Pg. 11
Section G – Scope of Work	Pg. 11
Section H- Submission Checklist	Pg. 14
Section I – Snow Removal Proposal Quotation Form	Pg. 15-18
Section J – MHA Standard Contractor Questionnaire	Pg. 19-21
Section K – Corporate Disclosure Statement	Pg. 22-23
Section L – Affirmative Action	Pg. 24-25
Snow/Salt Routes by Development	
Appendices	
- Instructions to Bidders for Contracts Public and Indian Housing Programs	
- Section 3 Business Preference Explanation	
- Section 3 Business Preference Forms (FORM 1 MANDATORY)	

SECTION A – NOTICE TO BIDDERS:

MILLVILLE HOUSING AUTHORITY

INVITATION FOR BIDS: 2026-2027 SNOW REMOVAL SERVICES

The Millville Housing Authority (MHA) invites sealed bids for Snow Removal Services for roadways, drives, parking lots and walkways of the Authority. This service contract is for the period of November 1, 2026 through October 31, 2027, with a one-year extension option to October 31, 2028.

Bids must be received no later than **10:00 a.m., Thursday, August 20, 2026**, at the Property Management Office of the Millville Housing Authority, 1153 Holly Berry Lane, Millville, New Jersey 08332, at which time bids will be publicly opened and read aloud.

The Millville Housing Authority reserves the right to reject any and all bids and to waive any informalities in the qualifications. No bids shall be withdrawn for a period of sixty (60) days subsequent to the opening of qualifications without the consent of the Millville Housing Authority. This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the implementing regulations at 24 CFR Part 75, to the extent applicable. This includes HUD/MHA Minority and Women's Business Enterprise Opportunity goals.

Copies of the Invitation to Bid package may be examined at the address listed above, Monday through Friday except legal holidays from 9:00AM to 3:00PM or electronic access can be obtained by emailing ssilvers@millvillehousing.org.

Questions regarding the bid documents shall be sent to the email above no later than August 13, 2026. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Samantha Silvers, Executive Director

SECTION B – SCHEDULE:

Millville Housing Authority

Snow Removal Services Invitation to Bid Schedule

Tuesday, August 4, 2026	IFB notices e-mailed, mailed to potential Contractors and advertised.
Thursday, August 20, 2026, 10:00 A.M.	Proposal receipt deadline. Proposals opened. All proposals are due at MHA Property Management Office, 1153 Holly Berry Lane, Millville, NJ 08332 10:00 AM. No late proposals will be accepted.
Tuesday, August 25, 2026	Present Recommendation to Board of Commissioners.
Wednesday, August 26, 2026	Vendors are notified of award decision.
November 1, 2026	Contract term begins
November 1, 2027	(MHA Option) 1 st one-year extension
November 1, 2028	(MHA Option) 2 nd one-year extension

SECTION C - INTRODUCTION:

The Millville Housing Authority is soliciting proposals for Snow Removal Services for roadways, drives, parking lots, and walkways of the locations listed below. The Main Office for the MHA is located at 1153 Holly Berry Lane, Millville, NJ. 08332. The Millville Housing Authority provides housing to low and very low-income people at the following locations:

FACILITY LOCATIONS CHART

DEPARTMENT/LOCATION	ADDRESS	CITY
Holly Berry Court	1153 Holly Berry Lane	Millville
Riverview East –High Rise Apt. Building	130 S. Second Street	Millville
Riverview West-High Rise Apt. Building	100 Riverside Drive	Millville
Jaycee Plaza –High Rise Apt. Building	122 E. Main Street	Millville
Maurice View Plaza/Holly City Family Center	1 E. Vine Street & 8 E. Mulberry Street	Millville
Ferguson Court (50 Garden Style Apts.)	Union Lake Road & 13 Ferguson Court	Millville
Cedarview Court (50 Garden Style Apts.)	2045 Wheaton Avenue	Millville
Scattered Site – land only	202 & 204 Broad Street	Millville
Scattered Site – land only	304 & 306 Broad Street	Millville

SECTION D - GENERAL CONDITIONS and FINANCIAL PROVISIONS:

CONTRACTOR QUALIFICATION: The successful Contractor must be properly licensed to do business within the State of New Jersey. The successful Contractor shall have been in the Snow Removal Services Business for a minimum of two (2) years. The Contractor shall have a person available during normal business working hours to address any problems or complaints.

PRICING: The Contractor warrants that the pricing stated herein shall remain firm for a period of one (1) year from the first day of the contract period. Pricing shall include all charges that may be imposed in fulfilling the terms of the contract.

HOURS: Salting should occur before and after a projected storm. Snow/ice removal must be cleared per Scope of Work. Contractor must have a crew available 24 hours a day including weekends and holidays.

TERMS OF CONTRACT: The initial contract term will be **from November 1, 2026 through October 31, 2027. The contract will have an option for (2) additional contract terms from November 1, 2027 – October 31, 2028, and November 1, 2028 – October 31, 2029**

PRE-BID: Tours to review properties with MHA can be made if requested no later than 10 days prior to the bid opening.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION: The Millville Housing Authority encourages minority, women, and disabled and veteran-owned business enterprises to submit proposals.

CONTRACT AGREEMENT: All subsequent contract agreements, as a result of an award hereunder, shall incorporate all terms, conditions, and specifications contained herein, and in response hereto, unless mutually amended in writing.

SIGNED PROPOSAL CONSIDERED AN OFFER: Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this proposal will become part of the contract, if the proposal shall be deemed approved and accepted by the MHA. In the event of a default on the part of the Contractor after acceptance, the MHA may take such action as it deems appropriate, including legal action for damages or specific performance.

PAYMENT TERMS: Payment terms are NET 30 days following receipt of correct invoice. Invoices must be submitted along with required reports to:

Millville Housing Authority
Attn: Accounts Payable
PO BOX 803
Millville, NJ 08332

MHA is responsible for all payments to the Contractor under this contract.

CONTRACTOR SUPERVISION: The Contractor or the Contractor's authorized agent shall make sufficient routine inspections to ensure the snow removal work is performed as required by the contract.

SUBCONTRACTING: The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

CHANGES: MHA shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made, and this agreement shall be modified in writing accordingly.

AVAILABILITY OF FUNDS: Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.

NON-DISCRIMINATION: The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of New Jersey.

ADVERTISING: In submitting a proposal to MHA, the Contractor agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of MHA.

CONFIDENTIALITY OF PROPOSALS: In submitting a proposal the Contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Millville Housing Authority until after the award of the contract. Contractors not in compliance with the provision may, at the option of MHA, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

COST FOR PROPOSAL PREPARATION: Any costs incurred by Contractors in preparing or submitting proposals are the Contractors' sole responsibility. MHA will not reimburse any Contractor for any costs incurred prior to award of this contract.

TIME FOR ACCEPTANCE OR REJECTION: Each proposal shall state that it is a firm offer which may be accepted or rejected within a period of 60 days following the receipt of bids. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays. All contracts must be signed within 21 days of acceptance unless both parties agree to an extension.

RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to this Invitation to Bids, and all other reports, charts, displays, schedules,

exhibits, and other documentation submitted by the Contractors shall become the property of the Millville Housing Authority when received.

COLLUSIVE BIDDING: The vendor's signature on the Millville Housing Authority "Invitation to Bid (IFB)" is a guarantee that the prices quoted have been arrived at without collusion with other eligible Contractors and without effort to preclude the Millville Housing Authority from obtaining the lowest possible competitive price.

GENERAL INDEMNITY: The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify the MHA, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of Millville Housing Authority or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by MHA officials and employees from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the MHA (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

CONFLICT OF INTEREST: All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the Millville Housing Authority. All Contractors must also disclose in writing with their proposal the name of any employee of Millville Housing Authority who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this IFB.

ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this IFB. The Contractor shall promptly notify the Millville Housing Authority of any omissions or errors found in this document.

INSURANCE COVERAGE: During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of New Jersey, as well as employer's liability coverage with minimum limits of \$500,000 for bodily injury per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract.

- General Liability – The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
- Automobile - Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage.

INSURANCE REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of New Jersey. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in New Jersey. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing New Jersey laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

OTHER INSURANCE PROVISIONS: The policy or policies are to contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions.
- B. Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

The apparent successful bidder shall furnish a Certificate of Insurance evidencing the required coverages within ten (10) calendar days of Notice of Intent to Award or prior to contract execution, whichever occurs first. Failure to provide acceptable proof of insurance within the required timeframe may result in rejection of the bid and award to the next lowest responsible and responsive bidder. Upon award of this contract, the selected Contractor shall add Millville Housing Authority as an Additional Insured to their insurance policy.

PROPOSAL OPENING: The package containing the proposals from each responding Contractor will be publicly opened on the date and time specified in the public notice to bidders. At that time the name of the Contractor and the cost(s) offered will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) announced at that time may not be an exact indicator of the Contractor's pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the contract. See "EVALUATION CRITERIA" and "AWARD OF BID" for further explanation on the components involved with the award of this contract.

EVALUATION CRITERIA: Millville Housing Authority, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. The proposals will be evaluated on a "best overall value" basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Contractors ability to follow the specifications, the Contractors ability to provide a team of skilled, trained employees, the Contractors experience with similar projects and the Contractors responses. In addition to

these considerations, the evaluators may request additional information, oral presentations, or discussions with any or all of the responding Contractors to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. However, Contractors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor.

MHA reserves the right to make independent investigations as to the qualifications of the Contractor. Such investigations may include contacting existing customers. Contractors should keep in mind that this is an Invitation to Bid and not a request to contract. MHA reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of MHA.

REFERENCE TO OTHER DATA: Only information which is received in response to this Invitation to Bids will be evaluated. Reference to information previously submitted shall not be evaluated.

AWARD OF BID: MHA, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on "BEST VALUE." "BEST VALUE" will allow MHA to consider factors beyond pricing such as whether the responsible Contractor is able to meet and/or exceed the required specifications. "BEST VALUE" will permit and reflect prudent stewardship of public funds and trust. Award of the contract to one Contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to MHA.

TERMINATION FOR CAUSE: MHA reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should MHA elect to terminate this contract for cause, MHA will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Millville Housing Authority.

TERMINATION WITHOUT CAUSE: MHA and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

SECTION E – EMPLOYEE GUIDELINES:

DRUG POLICY: The Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with MHA's Drug-Free Workplace Policy.

AUTHORIZED PERSONNEL: While engaged in the performance of these services, only authorized employees of the Contractor are allowed at the MHA location where the work is being performed. During the performance of these services, the Contractor employees are

not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

EMPLOYEE GUIDELINES: The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

SECTION F – SAFETY:

SAFETY: The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title "Scope of Work". The Contractor and any persons employed by the Contractor shall be required to wear safety items as required by OSHA regulations while performing any part of the work listed under the title "Scope of Work".

STATE AND FEDERAL REGULATIONS: The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

PUBLIC SAFETY: The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

SECTION G - SCOPE OF WORK:

TIME FOR PERFORMANCE. Snow removal and ice control shall be performed by the Contractor in sufficient time for safe movement on the property by all users at all MHA Locations requested in this IFB. All entrance roads, drives, parking lots, and walkways must be cleared and accessible to vehicular and pedestrian traffic 24 hours day including weekends and holidays.

Crews must begin clearing snow from sidewalks when 1" inch of snow has fallen and begin plowing parking lots when 2" inches of snow has accumulated on the ground and shall continue operations throughout the storm as necessary to maintain safe and passable conditions until the event has concluded. Contractor must obtain MHA authorization to proceed with snow/ice removal operation. Failure to do so in the manner prescribed by the MHA may be considered by the MHA as an unauthorized operation for which payment will not be made.

Following authorization by the Authority, the Contractor shall mobilize equipment and personnel and arrive on-site within one (1) hour for ice events and within one (1) hour after the plowing trigger has been reached during snow events unless otherwise directed by the Authority.

WEATHER DATA. The depth of snow, icing potential, and other weather data provided by the National Weather Service shall be used to predict when services will be necessary and to validate services performed.

DEFICIENCIES. Contractor will be required upon notification by the MHA to return to the site within three (3) hours with the necessary labor, equipment and supervision to correct any deficiencies and/or to complete the snow removal operation in accordance with these specifications. This process is part of the normal snow/ice removal operation. As such, the MHA must not incur any additional costs for this work.

I. PARKING LOTS, ROADWAYS AND DRIVES

- a. Services shall include plowing parking lot, driveways, aisles, entrances, exits and roads throughout Jaycee Plaza, Riverview West, Riverview East, Maurice View Plaza, Cedarview Court, Ferguson Court and Holly Berry Court During the initial snow removal operation, the Contractor shall clear all parking stalls that are unoccupied and accessible at the time of service. The Contractor shall not be required to return solely because additional parking spaces become available after the initial pass unless directed by the Authority's Representative. Follow-up cleanup of newly available parking spaces may be authorized by the Authority and compensated in accordance with the Contract.
- b. Follow-up plowing and cleanup may be required after previously parked vehicles have been removed or when drifting, municipal plowing operations, or other conditions require additional clearing. The Maintenance Supervisor or designee shall determine whether follow-up service is required. Salt applications shall be performed by spreader as necessary to maintain safe vehicular and pedestrian access. Salt application may include pre-treatment, post-plowing treatment, or ice-control treatment as directed by the Authority's Representative.
- c. Particular attention shall be given to any inclined areas, curb cuts, entrances, and exits. This shall include, but not be limited to, an additional application of salt over and above the application provided in other areas where a generous application of salt shall be applied.
- d. Snow shall not be placed so as to obstruct occupied or unoccupied parking spaces, sidewalks, handicap access routes, building entrances, dumpster enclosures, fire hydrants, mailboxes, drainage structures, or sight triangles at intersections. If any of these conditions exist, contractor must remove accumulated snow/ice from these areas at no additional cost to the MHA.
- e. Payment shall be based upon the official snowfall accumulation for the applicable storm event as reported by the National Weather Service for the Millville, New Jersey area and the Contractor's applicable unit price as stated in the Bid Proposal Form.
- f. Salt applications shall be compensated in accordance with the unit prices submitted on the Bid Proposal Form for pre-treatment, post-treatment, or ice-control applications, as applicable.

1. For Snowfall of Less Than Two (2) Inches (DE-ICING)

In the event of an accumulation of less than two (2) inches of snow, or any other weather occurrences which may cause icy conditions, the Contractor may be directed by the Authority to perform one or more de-icing applications to all parking lot

surfaces to facilitate melting and traction and to promote commuter safety. Such application shall be in consultation with owner's representative.

2. For Snowfall of Two (2) Inches or More

For snowfall events of two (2) inches or greater, the Contractor shall commence snow removal operations as necessary to maintain passable roadways, drives, parking aisles, entrances, exits, and accessible parking spaces throughout the duration of the storm and shall continue operations until all contract areas have been cleared.

II. SIDEWALKS AND WALKWAYS

- a. A liberal and uniform application of salt shall be applied to all sidewalks and walkways prior to an expected storm event as authorized by the Authority and immediately after clearing.
- b. Particular attention shall be given to any inclined areas, where a generous application of salt shall be applied. All sidewalks must be cleaned and bare. Particular attention shall be given to ADA-accessible routes, curb ramps, building entrances, emergency exits, mailbox areas, dumpster access, and fire hydrants. Contractor must continue to clear if City plows have pushed snow back onto sidewalks when clearing roadways.

1. For Snowfall of Less Than Two (2) Inches (De-Icing)

In the event of an accumulation of less than two (2) inches of snow, or any other weather occurrences which may cause icy conditions, the Contractor may be required to clear snow and/or apply salt to all sidewalks and walkways to promote pedestrian safety. Such snow clearing and de-icing applications shall be performed in consultation with the owner's representative.

2. For Snowfall of Two (2) Inches or More

For snow accumulating in excess of two (2) inches, the Contractor shall continue to remove snow and keep clear all sidewalks and walkways. The Contractor may be required to apply salt to all sidewalks and walkways to promote pedestrian safety. Such applications shall be performed in consultation with the owner's representative.

SPECIAL AREAS

Particular attention shall be given to fire hydrants, standpipes, FDC connections, utility equipment, emergency generators, transformer pads, gas meters, vent pipes, stormwater structures, handicap ramps, intersection sight triangles, and any other critical facility infrastructure. These areas are to be maintained free of snow and ice accumulation.

III. Snow Storage

Snow shall be stored only in locations approved by the Authority. Snow shall not be piled against buildings, fences, signs, utility equipment, fire hydrants, landscaped islands, or in any location that obstructs visibility, drainage, pedestrian travel, or parking.

Section H - SUBMISSION CHECKLIST

Interested forms shall submit an original and one (1) copy of their proposal to Mrs. Samantha Silvers, Millville Housing Authority, P.O. Box 803, 1153 Holly Berry Court, Millville, NJ, 08332 no later than 10:00 a.m. (Eastern Daylight Time) Thursday, August 20, 2026 by mail or delivery. Each sealed envelope containing a proposal must be plainly marked with the **"CONTRACTOR'S NAME", "IFB TITLE", and the "IFB OPENING DATE & TIME"**.

A complete proposal package shall consist of the listed documents on the check list required documents.

HOUSING AUTHORITY OF THE CITY OF MILLVILLE PROPOSAL DOCUMENT CHECKLIST

- () Original and one (1) copy of entire proposal
- () SECTION I – Snow Removal Quotation Form
- () SECTION J – MHA Standard Contractor Questionnaire
- () SECTION K - Corporate Disclosure Certification
- () SECTION L - Mandatory Affirmative Action Certification
- () Valid State of NJ business registration certificate

Appendices

- () Section 3 Business Preference Form 1
- () HUD Form 5369-A – Representations, Certifications and Other Statements

*Certificates of Insurance (Required from the successful bidder prior to contract award)

**Submitting this form with your bid is requested but not mandatory. It is provided to ensure compliance with all required documentation.

- All proposals must be submitted on the required forms. All blank spaces for bid prices must be completed in ink or typewritten. The Bid Forms must be completed, signed, and dated by an official of the company authorized to bind the firm. Unsigned proposals will not be considered. Proposals must consist of one (1) original and one (1) copy. These proposals shall be marked as such – Original and Copy.
- Questions regarding IFB procedures must be submitted in writing directly to Samantha Silvers, ssilvers@millvillehousing.org.

Section I – SNOW REMOVAL QUOTATION FORM

Company:	
Name:	
Authorized Signature/Title:	
Address:	
Phone:	

Due Date: Thursday, August 20, 2026

Project: **Snow Removal**

Bid for Seasonal Snow/Ice Removal for 2026-2027, (2) optional 1-year extensions.

- **Snow total amounts will be as reported by the National Weather Service for Millville NJ area.**
- MHA reserves the right to determine the proposal that best meets the need of the Authority

BID PRICE PER INDIVIDUAL PROPERTY: 2026 – 2027 Snow Season

Property	Ice Event Only per application	2–5.99"	6–8.99"	9– 11.99"	12– 17.99"	Each additional 3" over 18"	Pre-Salt per application	Post-Salt per application
Holly Berry Court								
Jaycee Plaza								
Riverview East								
Riverview West								
Ferguson Court								
Cedarview Court								
Maurice View Plaza								
202, 204, 304, 306 E. Broad St. (sidewalks only)								

Hourly Rates (as needed)	
Laborer - Hand Shoveling	
Skid Steer with Operator	
Heavy Equipment with Operator*	

Heavy Equipment includes, but is not limited to, wheel loaders, backhoes, excavators, tractors, front-end loaders, or similar equipment.

BID PRICE PER INDIVIDUAL PROPERTY: 2027 – 2028 Snow Season

Property	Ice Event Only per application	2-5.99"	6-8.99"	9- 11.99"	12- 17.99"	Each additional 3" over 18"	Pre-Salt per application	Post-Salt per application
Holly Berry Court								
Jaycee Plaza								
Riverview East								
Riverview West								
Ferguson Court								
Cedarview Court								
Maurice View Plaza								
202, 204, 304, 306 E. Broad St. (sidewalks only)								

Hourly Rates (as needed)	
Laborer - Hand Shoveling	
Skid Steer with Operator	
Heavy Equipment with Operator*	

Heavy Equipment includes, but is not limited to, wheel loaders, backhoes, excavators, tractors, front-end loaders, or similar equipment.

BID PRICE PER INDIVIDUAL PROPERTY: 2028 – 2029 Snow Season

Property	Ice Event Only per application	2–5.99"	6–8.99"	9– 11.99"	12– 17.99"	Each additional 3" over 18"	Pre-Salt per application	Post-Salt per application
Holly Berry Court								
Jaycee Plaza								
Riverview East								
Riverview West								
Ferguson Court								
Cedarview Court								
Maurice View Plaza								
202, 204, 304, 306 E. Broad St. (sidewalks only)								

Hourly Rates (as needed)	
Laborer - Hand Shoveling	
Skid Steer with Operator	
Heavy Equipment with Operator*	

Heavy Equipment includes, but is not limited to, wheel loaders, backhoes, excavators, tractors, front-end loaders, or similar equipment.

Section J: MHA STANDARD CONTRACTOR QUESTIONNAIRE

The information provided by you in this questionnaire is subject to the freedom of information act, unless otherwise deemed proprietary.

1. Firm Name/Business: _____

2. Address: _____

3. New Jersey Business License Number: _____ Expiration: _____

4. Year Present Firm Established: _____

5. Date Prepared: _____

6. Specify Structure of Ownership

A. Corporation

B. Partnership

C. Sole Proprietorship

D. _____

7. Describe type of business:

A. Small Business

B. Minority Business Enterprise

C. Women Business Enterprise

D. Veteran Business Enterprise

8. Name of Parent Company, if any: _____

A. Former Parent Company Name(s) if any, and Year(s) Established: _____

9. Names of not more than Two Principals to Contact:

Title/Telephone: _____

Title/Telephone: _____

10. Present Offices:

a. City/State/Telephone: _____

b. Number of Personnel in each office: _____
(attach additional sheet if necessary)

11. Total Personnel: _____

12. Number of Personnel by Discipline:

_____ Skilled Labor

_____ Unskilled Labor

13. Summarize professional qualifications and describe experience serving multi-family housing communities:

**Firms interested in work, but without such experience, check here: ()

14. Indicate annual gross receipts for your last fiscal year contract services:

- a. Less than \$100,000
- b. \$100,000 to \$250,000
- c. \$250,000 to \$500,000
- d. \$500,000 to \$1 million

15. List three (3) references and project examples of similar services:

16. List at least three (3) major suppliers from whom you purchase trades equipment and materials including contact name, phone number, and credit line of each supplier:

17. List financial institutions with whom you have established credit, inclusive of maximum credit line:

To the best of my ability, I, the undersigned, assure that the information listed above is true and correct. I further authorize the MHA to verify the information supplied.

The foregoing is certified to be a true statement of facts.

Signature: _____

Printed Name and Title: _____

Date: _____

In order for a submission to be considered it must include the following documentation:

- State of NJ Business License or Application therefore.
- Current Certificate of Insurance – inclusive of commercial liability, commercial automobile liability, and (if applicable) workers compensation liability coverage.

SECTION K: CORPORATE DISCLOSURE STATEMENT

Chapter 33 of the Public Laws of 1977 (N.J.S.A.52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any contract by the State, County, Municipal or School District, or any subsidiary or agency thereof, for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information:

- 1 If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below. (see next page)

BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

A. STOCKHOLDERS:

List Stockholders or Partners owning 10% or more of the company submitting bid:

NAME

ADDRESS

SIGNATURE

DATE

B. NO STOCKHOLDERS:

☐ No Stockholder or Partner owns 10% or more of the company submitting bid

SIGNATURE_____

DATE_____

C. INDIVIDUAL

☐ Bid is being submitted by an individual who operates as a sole proprietorship:

SIGNATURE_____

DATE_____

D. CORPORATION OR PARTNERSHIP OPERATING AS:

Bid is being submitted by a corporation or partnership that operates as a (check one of the following)

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

List Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

Signature_____

Date_____

ONE OF THE FOUR SECTIONS ABOVE MUST BE COMPLETED, SIGNED, AND DATED.
THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

SECTION L - MANDATORY AFFIRMATIVE ACTION LANGUAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)

Goods, Professional Service and General Service Contracts During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following:

- Employment,
- Upgrading, demotion, or transfer;
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will received consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:25-

5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and Public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signed _____

Name of Firm _____

Address of Firm: _____

Date: _____



Millville Housing Authority

Snow/Salt

Routes

by

Development

Riverview East, 130 S. 2nd Street



Jaycee Plaza, 122 E. Main Street





Maurice View Plaza, 1 E. Vine Street
Holly City Family Center, 8 E. Mulberry Street
Maintenance Shop, 14 E. Vine Street

Ferguson Court, Union Lake Blvd.



Cedarview Court, 2045 Wheaton Ave.



Holly Berry Court,
1153 Holly Berry Lane



Riverview West, 100 Riverside Drive





Millville Housing Authority

Bid

Appendicies

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Section 3 Business Preference Explanation Attachment

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

Section 3 Business Preference Explanation Attachment

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

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

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

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

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

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

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

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

- 4.1 A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:**
 - 4.1.1 At least 51 percent of the business is owned and controlled by low- or very low-income persons; or**
 - 4.1.2 At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or**

Section 3 Business Preference Explanation Attachment

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

5.0 Is participation in Section 3 optional?

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

6.0 Prioritization

6.1 Contracting

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

Section 3 Business Preference Explanation Attachment

6.2 Employment and Training

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

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

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

SECTION 3 CLAUSE

A. **Authority.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

Section 3 Business Preference Explanation Attachment

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

C. Notice. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the 27 contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. Subcontracts. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

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

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

8.0 Section 3 safe harbor.

Section 3 Business Preference Explanation Attachment

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

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

9.0 Qualitative Reporting

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

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

MILLVILLE HOUSING AUTHORITY
SECTION 3 BUSINESS PREFERENCE FORM
(FORM 1)

INSTRUCTIONS: All vendors **MUST** complete this Section 3 commitment form as part of their bid/proposal, or to amend a commitment after a contract has been successfully awarded. Please answer the questions, **AS PROMPTED**. This form must be signed when completed. If additional forms are required, it will be noted in the appropriate section of this Form 1.

1. IS YOUR BUSINESS A QUALIFIED SECTION 3 BUSINESS CONCERN?

☐ **YES** ☐ **NO**

If the answer is “Yes,” check at least one reason below, sign this form, and complete Form 2.

If the answer is “No”, then proceed to number 2.

_____ It is at least 51 percent owned and controlled by low- or very low-income persons;

_____ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or,

_____ 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. YOUR BUSINESS IS EXPECTED TO MEET MHA’S SAFE HARBOR BENCHMARKS BELOW.

1) The Section 3 worker labor hours on the project must equal at least 25 percent of the total labor hours performed on the project in the MHA’s fiscal year are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

AND

2) The Targeted Section 3 worker labor hours on the project must equal at least 5 percent of the total labor hours performed on the project.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

_____ **I ACKNOWLEDGE AND UNDERSTAND ABOVE SAFE HARBOR BENCHMARKS.**

IF MHA’S SAFE HARBOR BENCHMARKS OUTLINED IN SECTION 2 ARE NOT MET, MHA WILL CONSIDER YOUR QUALITATIVE EFFORTS TO ACHIEVE THE SAFE

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

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

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

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

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

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

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

☐

YES

☐

NO

If your answer is "Yes," your business must contribute a minimum of 3% of the total contract invoice value. Please state the percent you will contribute _____%

- B. Will your business provide training or apprenticeship opportunities?

☐

YES

☐

NO

If "Yes", please provide details: _____

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

☐

YES

☐

NO

If "Yes", please provide details: _____

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

☐

YES

☐

NO

If "Yes", please provide details: _____

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

☐

YES

☐

NO

If "Yes", please provide details: _____

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

☐

YES

☐

NO

If "Yes", please provide details: _____

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

☐

YES

☐

NO

If "Yes", please provide details: _____

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

☐

YES

☐

NO

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

☐	Assist with the formation of Section 3 Joint Business Venture
☐	Hire or subcontract with a Section 3 Businesses for work unrelated to this contract, if successfully awarded
☐	Provide mentorship, continuing education, and training opportunities that benefit Section 3 Businesses

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

Attested to by:

Authorized Officer Signature

Date

Print Name and Title

Company/Business Name

Address
Number

Phone

Email:

Proposal or Contract Number

FOR ADMINISTRATIVE USE ONLY

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

Name of RPP Representative:

Signature of RPP Representative: _____ Date form reviewed:

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE

SECTION 3 BUSINESS APPLICATION

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

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

Please review Form 2 and see if you qualify!

SECTION 3 BUSINESS CERTIFICATION FORM

(FORM-2)

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

Business Information

Name of Business (the "Company") _____

Address _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Business Type: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Other: _____

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

- ☐ You are a Section 3 Business because at least 51% of the business ownership is owned by Section 3 Residents. Section 3 residents are individuals who are low or very-low income who live in Millville.
- ☐ You are claiming a Section 3 Business because over 75 percent of the labor hours performed for the business over the prior three month period are performed by Section 3 Residents;
- ☐ You are a Section 3 Business because at least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

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

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

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

- ☐ **Section 3 business because over 75 percent of the labor hours performed for the business over the prior three month period are performed by Section 3 Residents; Complete Forms 3 and 5. Note that Form 5 should only be completed by the Section 3 resident listed on Form 3. Photo identification is required with each Form 5.**
- ☐ **Section 3 Business because at least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. You must provide: Complete Forms 4 and 5. Valid photo identification is required with each Form 5.** A list of subcontracted business(es), including Section 3 businesses, total anticipated spend for the contract, and subcontract amounts to be spent on each subcontractor (Proof of Section 3 qualification will be required for all claimed Section 3 subcontracted business(es) after the contract has been awarded).

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

Authorized Officer Signature

Date

Print Name, Title, and Company Name

Proposal or Contract Number

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

FOR ADMINISTRATIVE USE ONLY

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

Name of Representative: _____

Signature of Representative: _____ Date form reviewed: _____

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

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

DEVELOPER/CONTRACTOR: _____ PROPOSAL/CONTRACT #: _____

PROJECT NAME AND LOCATION: _____ DATE: _____

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

SECTION 3 RESIDENT OWNED BUSINESS OWNERSHIP PROFILE

(FORM 4)

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

DEVELOPER/CONTRACTOR : _____ PROPOSAL/CONTRACT #: _____

PROJECT NAME AND LOCATION: _____ DATE: _____

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

Updated: 7/22/2022

MILLVILLE HOUSING AUTHORITY

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

To be completed by Employee

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

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

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

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

Employee Name: _____

1. Are you a resident of the City of Millville ☐ YES ☐ NO

2. Are you a resident of Millville Housing Authority Public Housing or a Housing Choice Voucher Holder (Section 8)? ☐ YES ☐ NO If Yes, Please print Client ID# _____

3. I certify that my individual income earned on an annual basis is:

☐ \$50,500 or less
☐ Above \$50,500

Employee Affirmation

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

Employee Address: _____

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

PHASite Name (if applicable): _____ Phone # _____

Last four digits of social security number: _____ Date of Birth: _____

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

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

MILLVILLE HOUSING AUTHORITY

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

To be completed by Employer

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

Employer Certification Requirements

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

Employer Affirmation

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

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

Name of Business (the "Company") _____

Name of Business Owner: _____

Signature: _____

Date: _____

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

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

Developer/Contractor: _____ Proposal/Contract #: _____

Project Name & Location: _____ Today's Date: _____

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

Updated: 12/8/2022

APPENDIX B:

SECTION 3 COMPLIANCE REPORTING REQUIREMENTS

VENDOR ANNUAL ONLINE COMPLIANCE REPORT

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

INFORMATION REQUIRED FOR HIRING AND SUBCONTRACTING REPORTS

HIRING REPORT

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

SUBCONTRACTOR REPORT

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

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

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

PHA'S QUALITATIVE EFFORTS AND OTHER ECONOMIC OPPORTUNITIES

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

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

APPENDIX C:

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

SUGGESTED EXAMPLES OF HIRING EFFORTS FOR SECTION 3 COMPLIANCE

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

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

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

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

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