

MILLVILLE HOUSING AUTHORITY
PO Box 803
122 E. Main Street, Suite A
Millville, New Jersey 08332
(856) 825-8860

**Request for Qualifications
Procurement for Legal Services**

For

General Counsel

1-year period from November 1, 2026, to October 31, 2027

**Submission Deadline:
October 14, 2026
10:45 a.m.**

**Issued by: Karen Chiarello, Director of Administration
kchiarello@millvillehousing.org**

**Request for Qualifications
for
Professional Legal Services for General Counsel**

The Millville Housing Authority ("MHA" or "the Authority") will be accepting proposals with Statements of Qualifications for professional legal services as follows:

For the period from November 1, 2026, to October 31, 2027

The Millville Housing Authority reserves the right to reject all proposals or waive any informalities in the proposal(s).

Attention is directed to the following documents, which are made a part of this packet, and which shall become part of the contract between the successful proposer and the Millville Housing Authority:

**HOUSING AUTHORITY OF THE CITY OF MILLVILLE
PROPOSAL DOCUMENT CHECKLIST**

Required by the MHA	Submission Required	Initial each required entry and if required submit the item
☐	An original and 1 copy of entire proposal	
☐	Summary of experience performing similar work	
☐	Resumes of principals and individuals assigned to work on contract.	
☐	Stockholder disclosure certification	
☐	Non-Default affidavit	
☐	Proposal Form	
☐	Mandatory Affirmative Action Certification	
☐	American with Disabilities Act Certificate	
☐	Certificate of Insurance/Insurance and Indemnification Requirements	
☐	Valid state of NJ business registration certificate	
☐	References	
☐	HUD Form 5369-A	
☐	Section 3 Form	

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

Name of Bidder: _____

Signature of Bidder: _____

Print Name and Title: _____ Date: _____

All proposals must be submitted on the accompanying proposal sheet and shall be based upon and in conformity with the specifications attached.

Instructions for Mailing/Delivery of Proposal

The proposal documents shall be enclosed in an envelope, which shall be sealed and clearly labeled, **“Legal Services – General Counsel -- Not To Be Opened Until October 14, 2026, at 10:45 a.m.”**

The proposer shall be responsible for the placement of his/her firm’s name on the outside of the proposal envelope.

Request for additional information should be directed in writing to Karen Chiarello, Director of Administration, P. O. Box 803, Millville, NJ 08332.

I. Interpretations

- A. No oral interpretation or representation will be made to any proposal as to these instructions and specifications. Failure to do so will be at his/her risk. No warranty is made or implied as to the information contained in the Proposal Specifications.
- B. Any request for an interpretation of specifications shall be directed in writing to the person named on the first page of this package, (Karen Chiarello)
- C. No inquiry received within five (5) days of the date fixed for opening of proposals will be given consideration.
- D. Any information given to a prospective proposer concerning this request for proposals will be furnished to all prospective proposers as an amendment to the request for submitting a proposal, or if lack of such information would result in a competitive disadvantage to uninformed proposers. All such addenda shall become part of these proposal documents. Failure of the Authority to send, or any proposer to receive, any such interpretation shall not relieve any proposer from an obligation under his/her proposal as submitted. It shall be the proposer's responsibility to make inquiry as to addenda issued.

II. Time for Review

- A. The proposer agrees that the Authority shall be permitted a maximum of sixty (60) days from the date of opening of proposals for issuing a "Notice of Acceptance" and beginning contract negotiations with a proposer. This term may be extended:
 - 1. By mutual agreement of the parties in writing; or
 - 2. Automatically, if approval has not been received from HUD and if such approval is required.

III. Rejection

- A. The Authority reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of the Authority.
- B. MHA reserves the right to limit its Notice to Proceed to certain tasks or portions thereof, subject to available funding.

IV. Withdrawal of Proposals

- A. Any withdrawal of proposal by telegram or by mail is authorized provided it is received prior to the time of the scheduled proposal opening. A proposal may also be withdrawn in person by the proposer or authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal, but only if the withdrawal is made before the exact time set for opening of proposals.
- B. The only acceptable evidence to establish the date of receipt of a withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the withdrawal shall be considered to have been mailed late.
- C. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been opened.

V. Mathematical Error

- A. In case of mathematical error in extension of prices in the proposal, the unit price shall govern.

VI. Trade Secrets

- A. Trade secrets or proprietary information submitted by proposers shall not be subject to disclosure under the State Freedom of Information Act provided, however, a proposer must invoke the protection of the section prior to or upon submission of the data or other materials, must identify and mark EACH piece of data or material to be protected, and state the reason why protection is necessary. Should MHA be challenged for withholding any such information at the request of a proposer, then the proposer shall identify and hold the MHA harmless for defending any such claim.

VIII. Ineligible Contractors

- A. The MHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms, which are on lists of contractor's ineligible to receive awards from the United States, as furnished from time to time by HUD, or who have been suspended or disbarred by the MHA. The current list of ineligible contractors is available for inspection by prospective proposers at the offices of the MHA. In determining whether or not a proposer is a "responsible" proposer, the MHA may consider, among other factors, whether or not a contractor has been suspended, disqualified, or disbarred from doing business with another governmental entity; whether another governmental entity has declared the contractor in default on a similar contract on behalf of a contractor; whether a proposer has been subject to any claim under a fidelity bond; or whether the proposer has been subject to any claims under any type of professional liability insurance.

IX. Selection Process

- A. In selecting a contractor, the MHA will consider the proposal price, the ability of the contractor to perform the Scope of Services (information in the proposal package), comments from references, the total points awarded under the proposer evaluation rating factors, and other information deemed relevant. The ability to perform will be measured by the ability of the contractor as demonstrated by financial stability and performance of similar contracts.
- B. A Review Committee will be established to review and evaluate all proposals and to rate all proposers. The Review Committee will conduct a preliminary evaluation of all proposals and may contact references listed in the proposal. The Review Committee may recommend rejection of all proposals or may continue its review. Thereafter, the Review Committee may meet with proposers to obtain additional information or clarification. Thereafter, the Review Committee may negotiate the exact Scope of Services (which may include charges in the RFQ and negotiation of price if deemed in the best interest of the MHA) with the highest rated proposer. If a satisfactory proposed contract cannot be negotiated with the highest proposer, the negotiations will be terminated. The MHA may then enter into negotiations with another qualified proposer, or the MHA may re-advertise.
- C. MHA's Review Committee will make a recommendation to the MHA's Board of Commissioners concerning award of a contract. The MHA's Board of Commissioners may vote to authorize the MHA's Executive Director to negotiate and conclude a contract with a proposer, subject to certain conditions. If a proposer is recommended for an award, the proposer will be asked to produce the documents listed below; and negotiations will continue.
 - 1. Two copies of the proposed agreement signed and sealed by the proposer.
 - 2. Two copies of the cover page of the specifications, signed by the proposer.
 - 3. An original and a copy of the required insurance.
 - 4. Other documents discussed during contract negotiations.
- D. The MHA's funding source must be approved before the Executive Director has the power to sign a contract.
- E. ***Proposer acknowledges and agrees that no contract shall exist until signed by both parties. Additionally, until a recommendation of award has been officially made, any bidder will be deemed to have waived any and all rights to obtain a contract with the MHA or seek damages against the MHA.***

Criteria

Education and experience: A Jurist Doctorate Degree and a minimum of five years experience with a public agency preferably with a public housing authority. Must be licensed to practice law in the State of New Jersey. Any continuing education is the responsibility of the contractor.

SCOPE OF SERVICES FOR GENERAL COUNSEL

DESCRIPTION OF THE ENTITY

The Millville Housing Authority was established to build, own, and operate public housing residences.

The primary goal of the Housing Authority is to provide, “safe, sanitary, and decent housing” in a suitable living environment for low-income residents. The Authority’s programs are administered at the local level in accordance with state law and the Rules and Regulations of the Department of Housing and Urban Development.

PROGRAMS

Riverview East	110 Units
Riverview West	100 Units
Jaycee Plaza	90 Units
Cedarview Court	50 Units
Ferguson Court	50 Units
Maurice View Plaza	29 Units
Holly Berry Court	49 Units
Scattered Sites	12 Units

SECTION 8 – VOUCHER PROGRAM

The Housing Authority oversees approximately 172 Units of housing through the Section 8 Choice Voucher Program. Under this program, the Authority makes housing assistance (HAP) subsidy payments to the owners on behalf of the family rather than directly to the family. The Authority also administers a Family Self Sufficiency Program for some of the Section 8 Voucher residents.

CAPITAL FUND LEVERAGING PROGRAM

All services must be in accordance with the existing rules, orders, directives, regulations, handbooks, and laws as promulgated by the United States Department of Housing and Urban Development (“HUD”) and the State of New Jersey (the “State”) under the Local Authorities Fiscal Control Act and the Fiscal Affairs Law (including N.J.A.C. 5:31-7).

ARRA

All services must be in accordance with the existing rules, orders, directives, regulations, handbooks and laws promulgated by the U.S. Department of Housing & Urban Development and the State of New Jersey

HOLLY CITY FAMILY CENTER

The housing authority manages the Holly City Family Center. This subsidiary company employs approximately 42 workers.

Scope of Responsibility for General Counsel

Serve as general legal counsel for the Housing Authority of the City of Millville in court proceedings and litigation; preparation of legal documents such as contracts, petitions, depositions, answers, and motions; advise managerial staff on matters pertaining to legal rights, obligations, and other phases of law as it pertains to the Housing Authority of the City of Millville; conduct employee grievance conferences, when appropriate; represent the Authority at fact-finding conferences concerning EEO complaints; compile evidence in cases to formulate defense or to initiate legal action; review procurement contracts, bid proposals, and professional service agreements for compliance with standard operating procedures and local, state, and federal law; research, analyze, and develop and/or provide opinions toward the development of Authority-wide policies and procedures to ensure compliance with applicable laws and regulations; interface with HUD legal counsel in order to comply with changing regulations on law, low-rent housing programs, and for approval of contracts; review constitution, legislative decisions, and other legal documents for compliance with applicable laws and regulations and to provide legal advice; attend monthly board meeting; serve as legal counsel to and advise the Board of Commissioners.

Knowledge, Skills, and Abilities

Knowledge of legal practices and procedures affecting the Housing Authority and its programs; ability to analyze and interpret laws' regulations and legal documents; ability to communicate orally and in writing; knowledge of federal, state, administrative, and municipal court proceedings; ability to maintain effective working relations with employees and the general public; general background and practice in real estate law, including construction lending and permanent lending and tax-free bond lending for multi-family facilities; general litigation experience in New Jersey Superior Court, federal practice, Collective bargaining, and some degree of Appellate practice.

Note: The above-listed criteria is not -- nor should it be construed to be -- an exhaustive list of all responsibilities, skills, efforts, or working conditions associated with this Request for Proposal as it relates to General Counsel and the employment with the Authority.

General Information

Housing Authority of the City of Millville

P. O. Box 803
122 E. Main Street, Suite A
Millville, New Jersey 08332

Telephone

(856) 825-8860
Fax: (856) 825-5283

Contact Person

Karen Chiarello
Director of Administration

Period of Contract

November 1, 2026, to October 31, 2027
For
Legal Services for General Counsel

Method of Payment

Payment will be made monthly subsequent to the preparation of an invoice with certification.
The billing is for work completed and as may otherwise be convenient to the Authority.

**BID FORM
REQUEST FOR QUALIFICATIONS
PROFESSIONAL LEGAL SERVICES FOR GENERAL COUNSEL**

I. We, _____,
agree to perform the services requested in accordance with the attached Scope of Services for the
following:

For the Period November 1, 2026 - October 31, 2027 – Complete the below cost information as appropriate.

BILLING RATE PER HOUR _____

ESTIMATED MAN HOURS _____

COST FOR PERFORMING SERVICE _____

II. Name, address, and telephone number of three references that the Millville Housing Authority may contact and explanation of relationship to reference (i.e., proposer performed similar type of work to be used as reference).

_____ Relationship _____

_____ Relationship: _____

_____ Relationship: _____

_____ BY: _____

Firm Name

Signature of proposer if the proposer is an Individual

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

Signature of partner if the proposer is a partnership

Notary Public

Signature of officer if the proposer is a corporation

(SEAL)

Title

**PROPOSER EVALUATION
RATING FACTORS
LEGAL SERVICES FOR GENERAL COUNSEL**

All proposals received by the specified date shall be subject to an evaluation. Although the following criteria will be utilized in making the selection, no one single or multiple set of criteria used will be the determining factor in the selection of a proposer with whom the Millville Housing Authority may commence negotiation of an agreement or in the final selection of a legal firm.

The final bid award will be made upon the basis of which of the submitted proposals best respond to the criteria listed below.

GENERAL COUNSEL CRITERIA		POINTS
1. General Legal Experience		UP TO 20
2. Legal experience with General Contracts; Litigation; Labor/Management Negotiations; Employee Grievance Proceedings; Administrative Law; Real Estate Acquisition;		UP TO 20
3. Experience representing a NJ Public Housing Authority; Knowledge & Experience with Federal & State Regulations and Statutes		UP TO 25
4. Specialized experience of key personnel in Housing Authority programs		UP TO 15
5. Firm's Equal Opportunity Policy. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin		UP TO 5
6. Section 3 Business Preference		UP TO 5
7. Legal Fee		UP TO 10
TOTAL POINTS		100

Millville Housing Authority

BUSINESS REGISTRATION CERTIFICATE

Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

PROPOSERS MUST BE REGISTERED AT THE TIME PROPOSALS ARE DUE,
HOWEVER, A CERTIFICATE NEED NOT BE SUBMITTED UNTIL CONTRACT AWARD

Millville Housing Authority Insurance and Indemnification Requirements

The successful bidder shall maintain current insurance as listed below:

1. General Liability at \$1,000,000.00 per occurrence \$2,000,000.00 aggregate for bodily injury and property damage and shall include the interest of the MHA.

This instance shall include the following:

- a. Personal Injury Liability
 - b. Blanket contractual liability applying to assumption of liability under any written contract.
2. Worker's compensation at NJ statutory limits and Employer's Liability at \$500,000.00
 3. Automotive Liability at \$1,000,000.00 limits
 4. Professional Liability at \$1,000,000.00 per occurrence, \$2,000,000.00 Aggregate.
 5. Umbrella Liability at \$2,000,000.00 per occurrence and aggregate.

The MHA, its agents, officers and employees shall be names as additional insured parties. The Firm(s) shall provide copies of all Insurance Certificates to the MHA prior to execution of contract(s).

The Firm(s) shall defend, indemnify and hold harmless the MHA, its agents, officers and employees from any and all claims, suits, actions, damages and costs of any nature whatsoever, whether for personal injury, property damage or other liability arising out of or in any way connected with the Firm(s) obligations under this contract.

Firm Name: _____

Address: _____

Signature: _____

Millville Housing Authority

CORPORATE DISCLOSURE STATEMENT

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25.2) provides in pertinent Part that no partnership or corporation shall be awarded any contract be 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 the 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)

Millville Housing Authority
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: _____

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Limited Liability Corporation ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 20__.

(Affiant)

(Notary Public)

My Commission expires:

(Print name & Title of Affiant)

Instruction for Affidavit of Non-Default

This form must be signed by all principals, who will work on this contract. Principals may all use, sign, and file the same form; or they may choose to file separate forms.

Principals include all individuals, joint ventures, partnerships, corporate, trusts, non-profit organizations, or any other public or private entity that will participate in the contract as a prime contractor.

In case of partnerships, all general partners, regardless of their percentage interest, and limited partners having a 25% or more interest in the partnership, are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer, and all other executive officers, who are directly responsible to the Board of Directors, or any equivalent governing body, as well as all directors and each stockholder having a 10% or more interest in the corporation.

Exceptions for corporations -- All principals must personally sign the certificate except in the following situation: When a corporation or public agency is a principal, all of its officers, directors, commissioners, trustees, and stockholders with 10% or more of the common (voting) stock need not sign personally, if they all have the same record to report. The officer, who is authorized to sign for the corporation or agency, will list the names and titles of those who elect not to sign. However, any person who has information to report which is substantially different from that of his or her organization must report that activity on this form and sign his or her name.

If you cannot certify and sign the certificate as it is printed, because some statements do not correctly describe your record, then use a pen and strike through those parts that differ from your record, and sign that part you permitted to remain and which does describe you or your record.

Attach a signed explanation of the terms you have struck out on the certification and report the facts of your correct record. Item 2(e) relates to felony convictions within the past 10 years. A felony conviction will not cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk.

SS.

County of

} } }

1. That he/she is _____, (a partner/officer of the firm of _____, etc.), the party making the foregoing bid.

- a. That all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith.
- b. That for the period beginning 10 years ago the date of this certification, and except as shown by me on the attachment, I have not experienced defaults or non-compliance under any contract for the U.S. Department of Housing and Urban Development or any other governmental agency with which I have contracts.
- c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews, or any other governmental investigations concerning me or work under any of my contracts.
- d. There has not been a suspension or termination of payments under any HUD contract in which I have had a legal or beneficial interest attributable to my fault or negligence.
- e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or any indictment charging a felony. (A felony is any offense that is punishable by imprisonment for more than one year but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment for two years or less.)
- f. I have not been suspended, debarred, or otherwise restricted by any department or agency of the federal government or any state government or of the City of Millville or the Millville Housing Authority from doing business with such department or agency.
- g. I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.
- h. All the names of the parties, known to me to be principals in this contract in which I propose to participate, are included on résumés submitted with this bid.

- i. To my knowledge, I have not been found by HUD or the State of New Jersey to be in non-compliance with any of the applicable civil rights laws.
- j. I am not a member of Congress or a resident commissioner nor otherwise prohibited or limited by law from contracting with the government of the United States of America.
- k. I am not an officer, employee, or commissioner of the Millville Housing Authority who is prohibited or limited by law from contracting with the MHA.
- l. For the period beginning five years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, debarred, or otherwise disqualified by the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracted, from doing business with any governmental agency.
- m. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances, which I think help to qualify me as a responsible principal for participation in this project.

Firm Name

BY: _____

Signature of bidder if the bidder is an Individual

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

Signature of partner if the bidder is a partnership

Notary Public

(SEAL)

Signature of officer if the bidder is a corporation

Title

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Good, 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.

Sign: _____

Name of Firm:

Date: _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the City of Millville (hereafter "owner") do hereby agree that the provisions of Title 11 of the American With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Sign: _____

Name of Firm:

Date: _____

Millville Housing Authority

General Conditions

1. Audit

- A. Records of the contractor shall be subject to audit by a Certified Public Accounting firm designated by the MHA in the event of termination for convenience or if any payment is based on time or cost of materials.
- B. Because funds for this contract are provided by the federal government, contractor agrees to allow the federal agency, which provided funds, the Comptroller General of the United States, the MHA, or any of their duly authorized representatives to have access to any books, documents, papers, and records of the contractor, which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions.

2. Bankruptcy

- A. The MHA may terminate this contract by written notice or telegraphic notice:
 - (1) If the contractor shall become insolvent or make a general assignment for the benefit of creditors; or
 - (2) If a petition under any bankruptcy act or similar statute is filed by or against the contractor and is not vacated within ten (10) days after it is filed.
- B. Termination under this clause shall be in accordance with the "Termination of Default" clause.

3. Hold Harmless

- A. Contractor shall be considered an independent contractor in respect to the work covered by this Agreement and shall assume all risk and responsibility for casualties of every description in connection with the work, which can be attributed either directly or indirectly to the contractor. Contractor, for itself, its successors, assigns, heirs, executors and administrators, agrees to indemnify, defend and save harmless the MHA, all its officers, and subordinates

from all suits and actions of every nature brought against the MHA or any of them for or on account of any damage or loss sustained by the MHA and does agree to pay any and

all such damages including costs of litigation and counsel fees whether defended by the MHA or contractor, and

- B. If the contractor is required to enter premises owned, leased, or occupied by or under the control of the MHA during the performance of this contract, the contractor shall indemnify and hold harmless the MHA, its officers, and employees, from any loss, cost, damage, expense, or liability by reason of property damage, or personal injury, including death, of whatsoever nature or kind arising out of or as a result of such performance, whether arising out of actions of the contractor or any of its employees, subcontractors, and lower-tier subcontractors. It is not the intention of this contract to confer third-party beneficiary right or action upon any person whatsoever and nothing herein before or herein after set forth shall be construed so as to confer upon any person other than the MHA a right of action either under this contract or in any manner whatsoever.

4. *Taxes, Industrial Laws, and Benefits*

- A. Contractor shall be acting as an independent contractor. Neither the contractor nor any of the persons furnishing materials or performing work or services, which are required by this contract, are employees of the MHA within meaning of or the application of any federal or state unemployment insurance law, or other social security, or any workmen's compensation, industrial accident law, or other industrial or labor laws. At its own expense, the contractor shall comply with such law and assume all obligations imposed by any one or more of such laws with respect to this contract. Contractor shall be liable for all federal, state, local taxes, and any special assessments.

5. *No Waiver of Conditions*

- A. Failure of the MHA to insist on strict performance shall not constitute a waiver of any of the provisions of this contract or waiver of any default of the contractor.

6. *Severability*

- A. If any provision of this contract or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this contract, which can be given effect without the invalid provision or application and to this and the provisions of this contract are severable.

7. *HUD*

- A. The term "HUD" means the United States of America (acting through the Department of Housing and Urban Development) which, subject to the provision of a contract for financial aid with the MHA, has agreed to purchase certain obligations of the MHA to aid in financing the work to be performed under the contract. However, nothing

contained in the contract shall be construed to create any contractual relationship between the contractor and HUD.

8. Subcontractors

- A. Any proposed subcontractor shall be disclosed in contractor's proposal. Contractor shall furnish such written information as the MHA may require concerning the proposed subcontractor, together with the proposed subcontractor's Non-Collusive Affidavit and Affidavit of Non-Default in the form prescribed by the MHA. Any objection shall be expressed in writing by the MHA effective if/when the MHA responds to contractor's proposal.
- B. The MHA may, without claim for extra cost by the contractor, disapprove any subcontractor for cause on the basis of its own determination or because the proposed subcontractor is listed as ineligible to receive awards of contracts from the United States on a current list or list furnished by HUD or if the subcontractor is on the ineligible list maintained by the MHA.
- C. The contractor shall cause provisions to be inserted in all subcontracts to bind subcontractors to the terms of the HUD Terms and Conditions, MHA General Conditions, and other documents comprising the contract insofar as they are applicable to the work of the subcontractor.
- D. Nothing contained in the contract shall create any contractual relation between any subcontractor and the MHA.

9. Withholding for Liquidated Damages

- A. The MHA may withhold from any monies due to the contractor or subcontractor such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages. The amount to be withheld as liquidated damages is \$300 per day.

10. Royalties and Patents

- A. The contractor shall pay all royalties and license fees. The contractor shall defend all suits or claims for infringement of any patent, trademark, or copyright, and shall save the MHA from loss on account thereof.

11. Permits and Licenses

- A. If any permits, licenses, or other approvals are necessary for the performance of this contract, then the contractor shall obtain all such permits, licenses, or approvals at no extra charge to the MHA.

12. Affirmative Action

- A. This contract is subject to compliance with HUD Minority and Women's Business Enterprise Opportunity goals. A minimum goal of 20% of the total dollar amount of all prime contracts, and/or materials and supplies purchased, should be awarded to minority business concerns. A minimum goal of 10% of the total dollar amount should be awarded to Women's Business concerns. These goals are not mandatory set-asides.

13. Work Product

- A. All files and work product, finished and unfinished documents, data, studies and reports prepared by the contractor under this contract shall become the property of the MHA when created and shall be given to the MHA when requested by the MHA.

**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.

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.