

COUNTY OF LENOIR

REQUEST FOR QUALIFICATIONS FOR APPRAISAL SERVICES RELATED TO THE HAZARD MITIGATION GRANT PROGRAM (HMGP) ACQUISITION PROJECT AND THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) PROJECT SEPTEMBER 3, 2018

A. Introduction and Invitation

The County of Lenoir has executed a Grant Agreement with the N.C. Division of Emergency Management (NCEM) for Hazard Mitigation Grant Program (HMGP) funding for the acquisition of approximately eighty-three (83) properties flooded by Hurricane Matthew in October 2016 (CFDA #97.039). The County intends to select qualified appraisers to provide appraisal services for the HMGP Acquisition Project. The County expects to receive approximately \$7.9 million in HMGP funds (representing 100% of total project cost) to be expended for the acquisition of eighty-three (83) properties. The County has also received approximately \$1,000,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funding and a portion of the grant amount could potentially be used for acquisition of properties impacted by Hurricane Matthew (CFDA #14.228). The CDBG-DR detailed guidelines have not been finalized, but this procurement could include CDBG-DR acquisition properties in addition to the HMGP acquisition properties.

B. Deadline for Submission

Proposals must be received by September 19, 2018 at 11:00 am at Lenoir County Emergency Services Office, located at 200 Rhodes Ave, Kinston, NC 28501. Please submit three (3) copies of proposal to:

Mr. Samuel Kornegay
Deputy Director of EM
County of Lenoir
PO Box 3289
Kinston, NC 28502

Please state on envelope: “PROPOSAL FOR HMGP/CDBG-DR LEGAL SERVICES”

Questions should be addressed to Samuel Kornegay, Deputy Director of EM at 252-559-1911.

C. Scope of Services

1. Activities contained in the HMGP and/or CDBG-DR Project are as follows:
 - a. Acquisition of approximately eighty-three (83) properties in the HMGP Project flooded by Hurricane Matthew in October 2016. The HMGP acquisition process is expected to begin in October 2018 and be completed by June 2020.
 - b. Acquisition of properties in the CDBG-DR Project in accordance with NCEM guidelines. The CDBG-DR acquisition process is expected to begin in 2019 and is expected to be completed by the end of 2023. Exact number of acquisitions is unknown now.
 - c. County may decide to select more than one appraiser to complete appraisal work and acquisition of parcels as soon as possible. Appraisers to be assigned groups of properties to appraise. Actual number of appraisals could vary depending on owners who withdraw during the acquisition process.
2. Appraisal services required to implement the HMGP and/or CDBG-DR Project shall include:
 - a. Appraisal of the property and preparation of appraisal report in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act (URA); the Uniform Appraisal Standards for Federal Land Acquisition; and the Uniform Standards of Professional Appraisal Practice (USPAP).

- b. Appraiser must comply with relevant State laws and requirements, including appropriate certifications and licenses. Appraiser is required to have a Certified Residential Appraiser License, or a Certified General Appraiser License issued by the NC Appraisal Board.
- c. Preparation of an Appraisal Report using the Uniform Residential Appraisal Report (Fannie Mae Form 1004) used for residential structures. The report is to include the following items:
 - (1) The purpose of the appraisal, a statement of the estate being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal;
 - (2) A description of the physical characteristics of the property (and, in the case of a partial acquisition, a description of the remaining property, which must lie outside of the floodplain), a statement of known encumbrances, if any, title information, zoning, an analysis of highest and best use, and at least a 5-year sales history of the property;
 - (3) All relevant and reliable approaches to determine value consistent with commonly accepted professional appraisal practices
 - (4) A description of comparable sales, including all relevant physical, legal and economic factors, and verification by a party involved in a transaction;
 - (5) A statement of the value of the property to be acquired and, for a partial acquisition, a statement of the damages and benefits, if any, to the remaining property; and
 - (6) The effective date of valuation, date of appraisal, signature and certification of the appraiser.
- d. Appraisal Report to contain evidence of the invitation (call, mail or email) to the property owner to accompany the appraiser during the site inspection.
- e. Appraisal Report to support a fair market estimate of pre-disaster value with the effective date of valuation being October 7, 2016.
- f. Appraisal Report to be provided electronically to the County.

D. Proposal Requirements

1. Firms responding must submit complete proposals in the format provided in this RFQ. All proposals and copies must be received by the date, time and location as specified in this RFQ. Late proposals will not be accepted. The County reserves the right to waive any informality or reject all proposals submitted.
2. There is no expressed or implied obligation for the County to reimburse responding firms for any expense incurred in preparing or responding to the RFQ.
3. Responses to the RFQ shall remain valid for a period of not less than sixty (60) days from the due date of this RFQ.
4. Submission of a proposal indicates acceptance by the firm responding of the terms, conditions and requirements described in this RFP unless clearly and specifically noted in the submittal.
5. Any interpretation, correction or change of the RFQ documents will be made by Addendum. Interpretations, corrections or changes of the RFQ documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections or changes.

E. Proposal Contents

1. Name of firm.
2. Location of offices.
3. List of personnel to be involved in appraisal services. Include staffing configuration and brief resumes for all pertinent personnel involved in the appraisals. Indicate availability of appraisal personnel.
4. List prior appraisal experience. Include HMGP, CDBG, and any related state or federal programs. Indicate numbers of appraisals completed and time period for completing previous projects.
5. Cost of Services – Provide a fee schedule of charges for appraisal services. Include an hourly rate schedule for services that may be required for additional appraisal related services. Indicate if additional costs such as telephone, printing, postage, etc. are billed separately or are included in the hourly rates.
6. Indicate time required to complete an appraisal, from notice to proceed to submittal of Appraisal Report.
7. Signed and notarized Non-Collusion Affidavit (attached).
8. Signed Lobbying Certification Form (attached).
9. Signed Statement of Assurances for FEMA HMGP and HUD CDBG-DR Contracts (attached).

F. Evaluation Criteria

1. Proposals will be reviewed and evaluated by the County in accordance with the following criteria. Factors are listed in their order of relative importance:
 - a. General qualifications reputation and competence of firm (20 points)
 - b. Prior appraisal experience of the firm including HMGP, CDBG, and related state and federal housing programs. (20 points).
 - c. Qualifications of staff assigned to program (20 points)
 - d. Availability of staff to the County and estimated time to complete Appraisal Report (15 points)
 - e. Capability of the firm to perform services, as indicated in previous appraisal projects (15 points)
 - f. Fee Schedule (10 points)
2. The cost of service will be considered but will not be the primary selection criteria.
3. Firm selection and procurement shall be conducted in accordance with 2 CFR Part 200, Competitive Negotiation Process. Proposals will be solicited from all firms wishing to be considered. All proposals received by the deadline and prepared in accordance with the proposal instructions will be reviewed in accordance with the previously listed criteria. The County will select the firm(s) best qualified to perform appraisal services for the HMGP program and/or the CDBG-DR Program; and negotiate appropriate compensation for services desired.

G. Selection Conditions

All awards pursuant to this procurement are contingent upon receipt and approval of the Grant Agreement, Amendments and/or related documents. No funds will be obligated until the appropriate documents are executed and the appropriate conditions are removed.

H. Insurance and Liability Requirements

1. The firm shall maintain and provide the County with evidence of the following described insurance, all on mutually-agreed terms and consistent with the custom in the area for similar contracts:
 - a. For work or services involving the handling or accounting for the monies of the County, fidelity insurance for the firm and its employees in the amount of \$100,000 each occurrence.
 - b. Commercial general liability insurance with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The aggregate limit shall apply separately to each project. Such insurance shall be maintained for two years following completion of the work (or services).
 - c. For any work involving design or engineering services, Errors and Omissions insurance covering the firm's services and the services of any contractors in the amount of \$1,000,000 each claim. Any required Errors and Omissions insurance shall be maintained for a minimum of two (2) years following completion of the work (or services).
 - d. For any work or services involving the operation of vehicles on County premises, automobile liability insurance for all owned, hired, and non-owned vehicles with a limit of \$1,000,000 each accident.
 - e. For any work or services involving the firm's employees or any contractor's employees to be on the County premises, workers compensation insurance with statutory limits & employers liability insurance with limits of \$1,000,000.00 each accident.
2. The County shall be named as additional insured on the general liability and automobile liability insurance policies specified in paragraph H.1. All policies shall apply on a primary and noncontributory basis to any similar insurance of the County, and all policies shall include waivers of subrogation in favor of the County. All policies shall provide the County with at least 30 days prior written notice of cancellation, nonrenewal or material change in policy.
3. Firm shall accept liability and hold the County harmless for the following:
 - a. Any penalties or fees, including legal fees and costs, incurred by the County as a result of any audits, investigations or other legal actions conducted by NC Emergency Management, NC Department of Commerce or any other federal or State government agency resulting from any act or omission of firm shall be the responsibility of the firm. Firm shall not be responsible, however, where such penalties and fees are approximately caused by incorrect or inaccurate information provided to firm by the County; and any payments received for services rendered by the County that are not delivered to the County due to any act or omission, including theft or any other illegal acts of firm's staff or agents.

I. Non-Collusion Affidavit

The firm shall sign and submit with the proposal, the Non-Collusion Affidavit affirming that this Proposal is not a collusive or sham proposal. See Attachment A - Non-Collusion Affidavit.

J. Lobbying Certification Form

The firm shall sign and submit with the proposal, the Lobbying Certification Form certifying the firm did not participate in any lobbying or payment of any funds to any official to influence the awarding of the contract. See Attachment B – Lobbying Certification Form.

K. Statement of Assurances

The firm shall sign and submit with the proposal the Statement of Assurances. The firm and any subcontractors must comply with the federal requirements of the HMGP and CDBG-DR Programs listed in the Statement of Assurances. The Statement of Assurances shall be included in any contract for services resulting from this RFQ and in all subcontracts certifying compliance with these requirements. See Attachment C - Statement of Assurances.

L. Section 3- Local Jobs Initiative Clause

The Section 3 Local Jobs Initiative Clause, also known as Compliance in Training, Employment and Business Opportunities, shall be included in any contract for services resulting from this RFQ and in all subcontracts. See Attachment D – Section 3 Local Jobs Initiative Clause.

M. E-Verify

The following statement shall be included in any contract for services resulting from this RFQ and in all subcontracts:

“The firm and any subcontractors must comply with the requirements of the North Carolina General Statutes, if applicable, which require certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.”

N. Firms Listed as Debarred or Suspended are Excluded from Participating

The County will not make a contract award to parties listed on the governmentwide exclusions in the federal System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180.220 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The County will also not make a contract award to parties listed on the NC Division of Purchase and Contract Debarred Vendors List or the NC State Treasurer’s Iran Divestment List.

O. County Commitment to Providing Opportunity for HUB & M/WBE Participation in Contracts and Services

1. The County is committed to and supportive of efforts to maintain effectively and/or increase HUB contract participation for construction projects, services (including professional and consulting services) and commodities purchases. The County encourages all County HUB firms to participate in procurement and contracting activities. The County is recognizing its responsibilities to the communities it serves and the society in which it conducts business. The use of Historically Underutilized Businesses must be a function of our normal purchasing/contracting procedures, just as equal employment opportunity must be an integral part of normal personnel policy and procedures. No potential supplier/contractors will be precluded from consideration on the basis of race, color, religion, sex, age or national origin.
2. The County is committed to provide small, minority, and women business enterprises equal access to opportunity for participation in County contracts for construction, professional services, other services, and goods and supplies. The County encourages all County M/WBE firms to participate in procurement and contracting activities. The County is recognizing its responsibilities to the communities it serves and the society in which it conducts business. The use of minority and women business enterprises must be a function of our normal purchasing/contracting procedures, just as equal employment opportunity must be an integral part of normal personnel policy and procedures. No potential supplier/contractors will be precluded from consideration on the basis of race, color, religion, sex, age or national origin.

THE COUNTY OF LENOIR IS AN EQUAL OPPORTUNITY EMPLOYER AND SERVICE PROVIDER AND INVITES THE SUBMISSION OF PROPOSALS FROM MINORITY AND WOMEN-OWNED FIRMS AND OTHER HISTORICALLY UNDERUTILIZED BUSINESSES. THE COUNTY INVITES THE SUBMISSION OF PROPOSALS FROM CERTIFIED SECTION 3 BUSINESS CONCERNS. (SECTION 3 APPLIES IF THE CONTRACT IS OVER \$100,000 FOR NON-CONSTRUCTION CONTRACTS.)

This information is available in Spanish or any other language upon request. Please contact Samuel Kornegay at 252-559-1911 or at Lenoir County Emergency Services, 200 Rhodes Ave, Kinston, NC 28501, for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Samuel Kornegay al 252-559-1911 o en Lenoir County Emergencia Servicios, 200 Rhodes Ave, Kinston, NC 28501 de alojamiento para esta solicitud.



ATTACHMENT A

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of _____

_____ (name of individual), being first duly sworn, deposes and says that:

1. He is the _____ (title) of _____ (company name), the proposer that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title

Firm

Date

This form must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 20 _____

Seal

Notary Public _____

My Commission Expires: _____

ATTACHMENT B

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: _____

TITLE: _____

FIRM: _____

DATE: _____

ATTACHMENT C

STATEMENT OF ASSURANCES FOR FEMA HMGP AND HUD CDBG-DR CONTRACTS

Contractor hereby assures and certifies that, where applicable, Contractor will comply with:

- (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C.327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
- (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week; and
- (3) Davis-Bacon Act, 40 U.S.C. §276a et. seq; and
- (4) National Environmental Policy Act of 1969, 42U.S.C. §4321; et. seq.; EO115154; EO11988; Coastal Zone Management Act of 1972, 16U.S.C. §1451 et. seq.; Section 176(c) of the Clean Air Act of 1955, 42U.S.C. §7401 et. seq.; Safe Drinking Water Act of 1974, 42U.S.C. §300f et. seq.; Endangered Species Act of 1973, 16U.S.C. §1532 et. seq.; Wild and Scenic Rivers Act of 1968, 16U.S.C. §1271 et. seq; and
- (5) Section 106 of the National Historic Preservation Act of 1966, v16U.S.C. §470 et. seq.; EO11593; Archaeological and Historic Preservation Act of 1974, 16U.S.C. §469a-1 et. seq.

Contractor hereby assures and certifies that Contractor will comply with:

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which Contractor receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance; and
- (2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to Contractor, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; and
- (3) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.; 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973; and
- (4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

Contractor hereby assures and certifies that Contractor will comply with:

- (1) Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq) if applicable, which discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications; and
- (2) Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities; and
- (3) Hatch Act, which limits the political activity of employees; and
- (4) Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 as amended. Pub. L. 93-156, 87 Section 975, approved December 31, 1973. Section 103(a) required,

on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance; and

- (5) Uniform Federal Accessibility Standards (UFAS) Appendix A to 41 CFR Part 40 for residential structures. Contractor will require every building or facility (other than a privately-owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the Uniform Federal Accessibility Standards for residential structures. Contractor will be responsible for conducting inspections to ensure compliance with these specifications by the contractor; and
- (6) North Carolina General Statutes when negotiating contracts for services; and
- (7) Contractor will comply with the County's adoption and enforcement of a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and has adopted and is enforcing a policy of enforcing applicable State and federal laws against physically barring entrance or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction in accordance with section 519 of Public Law 101-140 of the 1990 HUD Appropriations Act; and
- (8) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; and
- (9) Contractor will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91- 616) as amended, relating to nondiscrimination on the basis of drug abuse; and
- (10) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- (11) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; and
- (12) Lead-Based Paint Poisoning Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation or residential structures; and
- (13) Contractor will comply with the Energy Policy and Conservation Act, 42 U.S.C. §6291 et. seq.

Contractor certifies that Contractor:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
- (2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,
- (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Contractor further agrees that Contractor will include the above certifications, without modification, in all lower tier contracts and in all solicitations for lower tier contracts.

SIGNATURE: _____

TITLE: _____

FIRM: _____

DATE: _____

ATTACHMENT D

SECTION 3 LOCAL JOBS INITIATIVE CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

“Section 3 - Compliance in the Provision of Training, Employment, and Business Opportunities.

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. Contractor agrees to send to each labor organization or representative or workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of 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. Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Contractor’s obligations under 24 CFR part 135.
- f. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).”