



***BID PACKAGE 8790***

***INVITATION FOR QUOTATIONS***

***GREEN ROOF IRRIGATION SYSTEM MAINTENANCE  
FOR COMMUNITY SERVICES BUILDING  
AND HILLSIDE FAMILY RESOURCE CENTER***

***JANUARY 22, 2021***

***HOUSING AUTHORITY OF THE CITY OF MILWAUKEE  
MODERNIZATION & DEVELOPMENT SERVICES  
401 EAST OGDEN AVENUE  
MILWAUKEE, WISCONSIN 53202***



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**THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE**, Milwaukee, Wisconsin, will receive quotations for furnishing all labor, equipment, and materials and performing all work necessary and incidental for *Green Roof Irrigation System Maintenance for Community Services Building and Hillside Family Resource Center* until **2:00 PM (CST) on February 12, 2021** at the Modernization & Development Services office located at 401 East Ogden Avenue, Milwaukee, Wisconsin 53202. Quotations may be mailed/delivered to the office, or emailed to Tim Hoye of Travaux/Housing Authority, [tim.hoye@travauxinc.com](mailto:tim.hoye@travauxinc.com). Regardless of method of conveyance, quotations must be received by the due date and time.

Technical questions regarding the plans, specifications, and scope of work may be directed to Glen Radford of the Housing Authority, 414-209-1803, [glen.radford@hacm.org](mailto:glen.radford@hacm.org).

Administrative questions regarding bidding and contract requirements may be directed to Tim Hoye of Travaux/Housing Authority, 414-209-1807, [tim.hoye@travauxinc.com](mailto:tim.hoye@travauxinc.com).

Administrative questions specifically about Emerging Business Enterprises and Section 3 requirements may be directed to Gabriel DeVougas of the Housing Authority, 414-286-2940, [gmdevou@hacm.org](mailto:gmdevou@hacm.org). The Housing Authority will assist bidders/contractors in developing a plan to comply with Section 3 requirements.

Where appropriate, the bidder must comply with Executive Order 11246, Federal Labor Standards, Equal Opportunity requirements, and related program requirements as detailed in the Contract Documents.

**THE HOUSING AUTHORITY IS AN EEO/AA/ADA EMPLOYER.**

Housing Authority of the City of Milwaukee  
Modernization & Development Services  
5125 West Lisbon Avenue  
Milwaukee, Wisconsin 53210  
BY: Antonio M. Pérez, Secretary-Executive Director

**01/22/2021**



# General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

**Applicability.** The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

## 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

## 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

## 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

## 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

## 5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the **Disputes** clause of this contract.

## 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than **\$500,000** [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than **\$500,000** [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 8. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
- (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor



breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### 9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### 10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the 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 the 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.

#### 1.4. Labor Standards--Davis-Bacon and Related Act

##### (a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
  - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (b) The classification is utilized in the area by the construction industry; and
  - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records.

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the tools used for data collection.

3. The third part of the document presents the results of the study, including a comparison of the different methods and techniques used. It discusses the strengths and weaknesses of each method and provides a summary of the findings.

4. The final part of the document provides a conclusion and a list of references. It summarizes the main findings of the study and provides a list of the sources used in the research.

**SPECIAL CONTRACT CONDITIONS**

**(01/01/2019)**

The General Contract Conditions for Small Construction/Development Contracts, form HUD-5370-EZ (1/2014), shall be modified as follows:

**Applicability:** Amend:

The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than **\$250,000**.

**Clause 6. Insurance:** Add:

- (a) (4) When applicable, Professional Liability Insurance (Architect/Engineer, Errors and Omissions, Consultant's, or similar insurance) appropriate for any professional services to be rendered by the Contractor under the Contract in the amount of \$1,000,000 per occurrence.
  
- (d) The certificate holder shall be noted as:      Housing Authority of the City of Milwaukee  
809 North Broadway, Milwaukee, Wisconsin 53202  
attn: Purchasing/Contract Services

With the exception of Worker's Compensation Insurance, all required insurance policies shall name the following party as additionally insured: Housing Authority of the City of Milwaukee

**Clause 8. Changes:** Add:

- (k) Limits on general conditions, overhead, and profit.

In preparing change orders, Contractor shall limit overhead, general conditions, and profit on self-performed work as follows:

- overhead shall not exceed 2% of base costs
- general conditions shall not exceed 6% of base costs
- profit shall not exceed 3% of base costs
- aggregate overhead, general conditions, and profit shall not exceed 11% of base costs

On work performed by others, i.e. subcontractors, Contractor shall limit mark-up as follows:

- shall not exceed 6% of subcontractor's base costs and general conditions
- no mark-up on subcontractor's overhead or profit is allowed
- this 6% limit shall cover all costs to Contractor associated with implementing a subcontractor's work, including coordination/management, site supervision, administration, etc.

Similar limits on self-performed work and work performed by others (subcontractors) shall also apply at all tiers, e.g. when a Contractor's subcontractor itself proposes to subcontract a portion of the work to others.

The cost of bond and insurance premiums is included in these limits, not in addition to them.

Greater or lesser limits may be negotiated between the PHA and the Contractor if the nature, extent, complexity, etc. of a change warrants such an adjustment.

**Clause 9. Examination and Retention of Contractor's Records:** Add:

With respect to Contractor's records, it is to be understood that the Housing Authority of the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist the Housing Authority of the City of Milwaukee in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the Housing Authority of the City of Milwaukee harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement. This seven-year period supersedes the three-year period indicated above.

**Clause 13. Training and Employment Opportunities for Residents in the Project Area: Add**

- (g) In addition to the regulations regarding Section 3 in 24 CFR Part 135, Contractor shall comply with the requirements of the Section 3 Plan of the Housing Authority of the City of Milwaukee, which is made a part of this contract.

**Clause 14. Labor Standards – Davis-Bacon and Related Acts: Add:**

- (c) (4) Electronic Submission of Certified Payrolls.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and labor compliance documentations electronically via the software LCPtracker™.

The LCPtracker™ service is a paperless, online system of entering Certified Payroll Reports. Payroll data may be entered directly into the system or uploaded from major construction accounting and payroll programs. The service eliminates the need for contractors to submit paper prevailing wage documents and forms while providing an online database of all certified payroll reports. The service also generates audits, logs and correspondence.

All contract-specific wage rates and worker classifications are online, within the system, and contractors select classifications from a menu. Worker information is entered once and then remains in the system accessible to all of the Housing Authority's public works contract activity. Potential errors in wage rates or worker classification entries are flagged to contractors preemptively, allowing contractors to correct data prior to submittal.

Electronic submission will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor will be given a login identification and password to access the Housing Authority's reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The contractor's payroll and accounting software might be capable of generating a "comma delimited file" that will interface with the software.

This requirement will be "flowed down" to every lower-tier subcontractor required to provide labor compliance documentation.

There is no cost to contractors for this service. The successful bidder will be given access to the system. An email with instructions to set up a user name and password and to activate an account will be sent to contractors once they are assigned to a contract in LCPtracker™.

On-line training is provided at no cost. Contractors may access the training after activating their accounts. Training options include computer-based training courses (pre-recorded videos) and web-based training sessions (online training sessions facilitated by LCPtracker™ support staff and requiring a computer with Internet access, an email address, and access to a telephone).

Questions may be directed to Kent Britton of the Housing Authority of the City of Milwaukee at 414-286-5863 or kent.britton@hacm.org. Complete and full support is also offered directly to contractors by LCPtracker™ for any technical questions on the use of the service. Contact LCPtracker™ Support at 714-669-0052, #4 or support@lcptracker.com.

- (n) For Residential Construction Projects (consisting of single-family homes and apartments up to and including four stories), the U.S. Department of Housing and Urban Development has determined that: (a) the applicable Davis-Bacon Decision labor classification for siding work is "Carpenter"; (b) the applicable Davis-Bacon Decision labor classification for soft flooring (carpet and vinyl) work is "Carpenter"; and (c) that the applicable Davis-Bacon Decision labor classification for landscaping work is "Laborer, Common or General".
- (o) Wage interviews will be conducted on site by PHA staff. Contractors and its employees shall cooperate fully with these wage interviews.
- (p) This contract is not subject to Executive Order 13658, Establishing a Minimum Wage for Contractors. However, the Davis-Bacon wage determination itself applies and will be enforced.



The General Contract Conditions for Small Construction/Development Contracts, form HUD-5370-EZ (1/2014), shall be further modified by adding the following clauses:

**Clause 15. Contract Period and Liquidated Damages**

- (a) The Contractor shall complete all work required under this contract within the time schedule established in the Notice to Proceed issued by the Contracting Officer, pursuant to the Contractor's original proposal as negotiated with the PHA.
- (b) Contractor shall not proceed with work until directed to do so by the Notice to Proceed as issued by the Contracting Officer.
- (c) All work shall be completed within Two Hundred Seventy (270) calendar days or within the time schedule established in the Notice to Proceed.
- (d) Contractor shall attend a pre-construction meeting prior to commencement of work.
- (e) On-site work shall be conducted Monday through Friday only (except for PHA holidays) from 8:00 AM to 4:30 PM, unless otherwise allowed by the PHA in advance and in writing. Holidays observed by the Housing Authority of the City of Milwaukee include but are not limited to the following:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Good Friday (Friday before Easter Sunday)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving Day (fourth Friday in November)
- Last Normal Work Day Before Christmas Day
- Christmas Day (December 25)
- Last Normal Workday Before New Year's Day

N.B. Whenever Independence Day (July 4) falls on a Saturday, it is observed on the preceding Friday; whenever it falls on a Sunday, it is observed on the following Monday. Whenever New Year's Day (January 1) or Christmas Day (December 25) fall on a Saturday or a Sunday, they are observed the following Monday.

- (f) If the Contractor fails to complete the work within the time specified in the Notice to Proceed, or any extension thereto, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of One Hundred and 00/100 Dollars (\$100.00) for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (g) The Contract may be extended for up to four (4) additional one-year periods or any part thereof by mutual consent of both parties to the Contract and the final approval of the Department of Housing and Urban Development (if required). Re-negotiation of rates of compensation may be entertained at the time of extension but are not guaranteed.

**Clause 16. Assignment of Contract**

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

**Clause 17. Use and Sales Tax**

Pursuant to Section 77.54(9a) of the State of Wisconsin Statutes, the Housing Authority of the City of Milwaukee is exempt from Wisconsin Use and Sales Tax (see Attachment B, Tax Exemption Certificate). Bidders, therefore, shall not add State of Wisconsin Sales tax or Use Tax to their proposals when bidding to the Housing Authority of the City of Milwaukee, but shall include in their lump sum bids only the taxes they will be required to pay directly as a consumer, when obtaining materials, equipment, etc. to fulfill the contract requirements should they be the successful bidder. When preparing their bids, Bidders should not assume any owner-direct purchases by the Housing Authority of the City of Milwaukee (unless explicitly indicated). Bidders are ultimately responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their bids.

## **Clause 18. Payment Procedures**

- (a) The PHA and the Contractor will agree on a performance and payment schedule, typically monthly payments. The Contractor will submit to the PHA invoices itemizing the goods supplied, services performed, and cost incurred since the last request for payment. Payment will be made after review of the Contractor's work product and upon acceptance by the PHA of the good supplied and services performed. See also Clause 17, Sales Tax, regarding Wisconsin Use and Sales Tax.
- (b) Reimbursable expenses (if any are allowed; typically for professional services contracts only) are limited to cost plus no more than 10%, except for: mileage, which shall be reimbursed at the current applicable IRS standard mileage rate; other travel expenses (e.g. lodging, meals, etc.), if any and only if necessary (i.e. Contractor's location is a significant distance from the Milwaukee area), which shall be reimbursed at cost only.
- (c) Contractor shall provide lien waiver and/or release if requested.
- (d) Contractor shall utilize the Housing Authority of the City of Milwaukee's electronic Vendor Compliance Reporting System (B2Gnow) at <https://hacm.diversitycompliance.com> during the term of this Contract. Contractor and its subcontractors shall provide all necessary information for account setup, when requested, and shall report all payments in the system. In addition, the Contractor and its subcontractors shall provide all required compliance data with respect to any applicable Section 3 requirements and/or Emerging Business Enterprises (EBE) requirements via this electronic system. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

## **Clause 19. Indemnification**

The Contractor agrees that it will indemnify, save and hold harmless the Housing Authority and the City of Milwaukee, its officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys' fees, photocopying expenses and expert witness fees, recovered from or asserted against the Housing Authority or the City of Milwaukee on account of injury or damage to person or property, or otherwise, to the extent that such damage, injury, or other loss may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees or subcontractors.

The Housing Authority of the City of Milwaukee shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, or misconduct on the part of the contractor or any of its agents, servants, employees or subcontractors, to the Contractor or its insurer and, upon such tender, it shall be the duty of the Contractor and its insurer to defend such claim or action without cost or expense to the Housing Authority of the City of Milwaukee.

## **Clause 20. Disclosure of Participation in or Profits Derived from Slavery by Contractor**

If the Contractor was in existence during or prior to the slavery era (i.e. before 1865), then the Contractor shall complete an Affidavit Of Compliance For Disclosure Of Participation In Or Profits Derived From Slavery By Contractors affidavit in accordance with Milwaukee Code of Ordinance 310-14 before a purchase order or contract can be executed (unless such an affidavit has already been submitted and it is on file with the Business Operations Division of the City of Milwaukee). For details on this requirement, see the following website:  
<http://city.milwaukee.gov/Directory/Procurement/Forms.htm#.U4oSpKMo71I>

## **Clause 21. Emerging Business Enterprises (for Contracts of \$50,000 or more)**

Contractor shall comply with the Prime Contractor Formal Contract Provisions for Subcontracting with Emerging Business Enterprises of the Housing Authority of the City of Milwaukee, which is made a part of this contract.

## **Clause 22. Award of Contract**

The Housing Authority of the City of Milwaukee reserves the right to: reject any and all bids, quotations, or proposals; waive informalities, technical defects, and minor irregularities; award by item or in the aggregate; make multiple awards; and accept the bid, quotation, or proposal (if any) deemed most advantageous to and in the best interests of the Housing Authority. A late modification of an otherwise successful bid, quotation, or proposal that makes its terms more favorable may be considered at any time it is received and may be accepted. Award may be based on price, contractor's availability to provide the specified goods and/or services when required, and contractor's expertise and past performance.

**LABOR STANDARDS NOTICE**

The work under this contract is not subject to any federal, state, or local prevailing wage regulations. Consequently, there are no official labor standards governing any particular wage determinations or wage rate classifications for this contract. The only wage requirement for this contract is the State of Wisconsin Minimum Wage Law.





HOUSING AUTHORITY OF THE  
CITY OF MILWAUKEE

Tom Barrett  
Mayor

Antonio M. Perez  
Secretary-Executive Director

Board of Commissioners

## CERTIFICATE OF SALES TAX EXEMPTION

The undersigned hereby claims exemption on the purchase, lease or rental of tangible personal property or taxable services. The goods or services being purchased, leased or rented are being purchased, leased or rented by and for the use of the Housing Authority of the City of Milwaukee which under State Statute s77.54 (9a) is exempt from any State and Local sales tax.

## FEDERAL EXCISE TAX EXEMPTION

The Housing Authority of the City of Milwaukee is also exempt from any Federal Excise Tax on this or any transaction, pursuant to the Certificate of Registry No. A-245518. This number can be used instead of a federal exemption certificate.

Approval Official  
Melissa Krotts, Procurement Officer

Purchasing/Contract Administration  
Department

Melissa Krotts  
Print Name

809 North Broadway  
Street Address

Milwaukee, WI 53202  
City, State & Zip Code

**WISCONSIN USER TAX EXEMPT #05083  
FEIN #39-1159751**

Housing Management  
509 N. Broadway, 3rd Floor  
Milwaukee, WI 53202  
(414) 286-5824 Voice  
(414) 286-0533 Fax

Community Services  
650 W. Reservoir Ave.  
Milwaukee, WI 53212  
(414) 286-5100 Voice  
(414) 286-3169 Fax  
(414) 286-0694 TDD

Housing Operations  
5125 W. Lisbon Ave.  
Milwaukee, WI 53210  
(414) 286-2192 Voice  
(414) 286-0742 Fax

Maintenance Operations  
2411 N. 51st St.  
Milwaukee, WI 53210  
(414) 286-2931 Voice  
(414) 286-0206 Fax

Modernization & Development  
5125 W. Lisbon Ave.  
Milwaukee, WI 53210  
(414) 286-2951 Voice  
(414) 286-8742 Fax

Rent Assistance  
5011 W. Lisbon Ave.  
Milwaukee, WI 53210  
(414) 286-5659 Voice  
(414) 286-5694 Fax  
(414) 286-5645 TDD



809 N. Broadway, 3rd Floor, Milwaukee, WI 53202  
Mailing Address: P.O. Box 324, Milwaukee, WI 53201-0324



**GREEN ROOF IRRIGATION SYSTEM MAINTENANCE  
FOR COMMUNITY SERVICES BUILDING  
AND HILLSIDE FAMILY RESOURCE CENTER**

**WORK SPECIFICATIONS**

Contractor (i.e. bidder) shall include in its quotation (i.e. bid) amount all of the following:

1. Spring System Start-Up
  - a. Reinstall all drain plugs removed from winterization operations and turn on water supply.
  - b. Check all inlet filters and clear debris as needed.
  - c. Adjust all sprinkler heads for efficient coverage.
  - d. Program controller as necessary and supply/replace backup battery.
  
2. Fall Winterization
  - a. Turn off water supply and remove necessary drain plugs.
  - b. Blow all water out of the irrigation equipment and lines with compressed air.
  - c. Clear all inlet filters of any debris.

During the maintenance period, service calls may be required as follows:

1. Diagnose and repair irrigation system as needed.
  
2. Systems include Hunter Pro-C controls, Hunter professional grade valves, Rainbird and Hunter Sprayheads, and distribution pipe exposed on roof surfaces.
  
3. Service call repairs will be done on a Time and Material basis, with Contractor providing hourly labor rate. See Clause 8—Changes of the General Contract Conditions for Small Construction/Development Contracts (as amended by the Special Contract Conditions) and Quotation (Bid) Form.

Maintenance activities will be allowed during normal Housing Authority business hours, Monday through Friday, 8:00 AM to 4:30 PM, except holidays observed by the Housing Authority.

Initial period of the Contract shall be one (1) year, which shall include one (1) growing season of approximately nine (9) months, March through November. The Contract may be extended for up to four (4) additional one-year periods or any part thereof by mutual consent of both parties to the Contract and the final approval of the Department of Housing and Urban Development (if required). Re-negotiation of rates of compensation may be entertained at the time of extension but are not guaranteed. See Clause 15—Contract Period and Liquidated Damages of the General Contract Conditions for Small Construction/Development Contracts (as amended by the Special Contract Conditions).

Contractor should have prior experience maintaining green roof irrigation systems. Contractor should be prepared to provide related references if requested by the Owner.

END

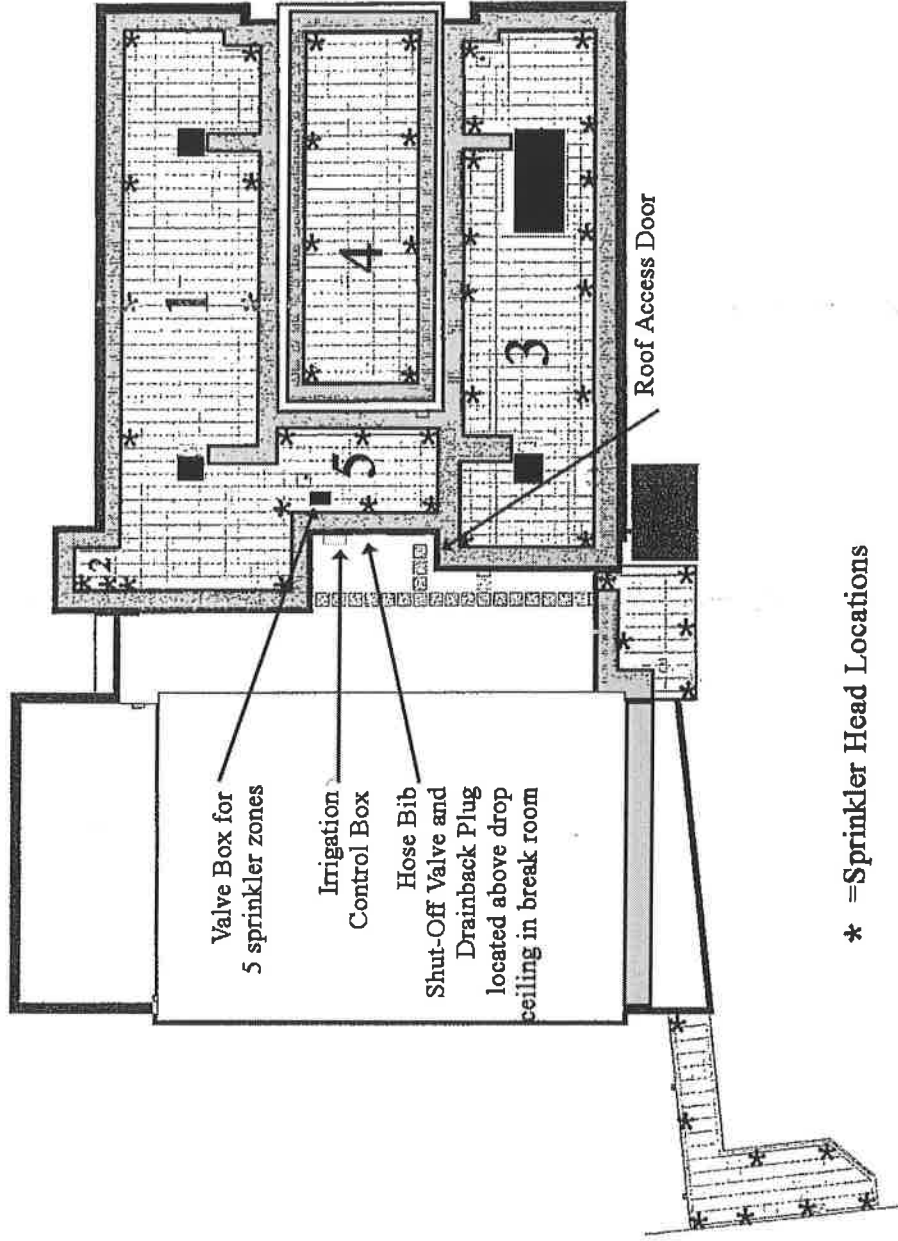




Housing Authority of the  
City of Milwaukee

Community Services  
Green Roof  
650 W. Reservoir St.  
Milwaukee, WI 53212

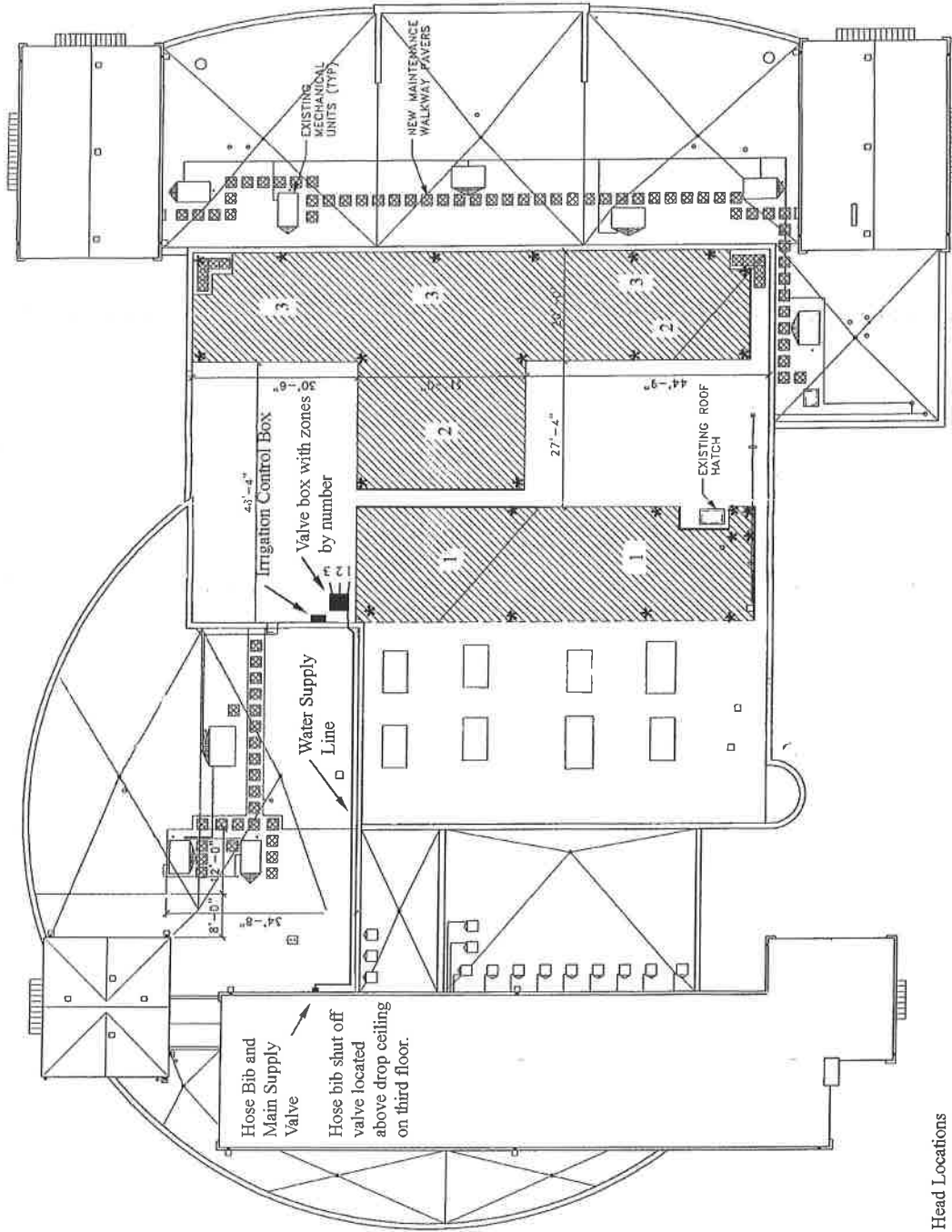
NOT TO SCALE





NOT TO SCALE

PROJECT TITLE  
HOUSING AUTHORITY OF  
THE CITY OF MILWAUKEE  
HILLSIDE TERRACE FAMILY  
RESOURCE CENTER  
GREEN ROOF INSTALLATION  
1452 N. 7TH STREET



\* = Sprinkler Head Locations

▨ = VEGETATED GREEN ROOF AREA



**BID PACKAGE 8790**

**QUOTATION (BID) FORM**

**GREEN ROOF IRRIGATION SYSTEM MAINTENANCE  
FOR COMMUNITY SERVICES BUILDING  
AND HILLSIDE FAMILY RESOURCE CENTER**

TO: Housing Authority of the City of Milwaukee  
Modernization & Development Services  
401 East Ogden Avenue, Milwaukee, Wisconsin 53202

Personnel of the Housing Authority:

1. The undersigned, having been familiarized with the local conditions affecting the cost of the work and with the Contract Documents as prepared and on file in the offices of the Housing Authority of the City of Milwaukee, hereby proposes to furnish all labor, materials, equipment and services required to perform and complete work for **Green Roof Irrigation System Maintenance for Community Services Building and Hillside Family Resource Center** in accordance herewith for the Total Lump Sum of \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$ \_\_\_\_\_).

Furthermore, this Total Lump Sum is itemized as follows:

Community Services Building	\$ _____
Hillside Family Resource Center	\$ _____

In addition, the undersigned proposes hourly rate(s) for service calls as needed for additional work outside of the specified scope of work. This (these) rate(s) shall be inclusive of all labor, taxes, overhead, general conditions, insurance, bond, profit, etc. when appropriate and approved. The undersigned shall attach a separate page indicating this (these) rate(s). This (these) rate(s) will not be used to determine contract award. Compensation for any materials or equipment required for service calls shall be calculated pursuant to Clause 8, Changes, of the General Contract Conditions for Small Construction/Development Contracts as amended by the Special Contract Conditions.

2. In submitting this Quotation, it is understood that the right is reserved by the Housing Authority of the City of Milwaukee to reject any and all quotations. If written notice of the acceptance of this Quotation is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Quotation is withdrawn, the undersigned agrees to execute and furnish the required services to the designated point(s) and within the time specified.
3. By signing this Quotation, the undersigned certifies that neither they nor any of their proposed subcontractors are ineligible to be awarded a federally funded contract.
4. Emerging Business Enterprises: The undersigned has completed Form A (Prime Contractor Affidavit of Compliance) and Form B (Prime Contractor List of EBE Subcontractors) and attached them to this Quotation.

**BID PACKAGE 8790**

**QUOTATION (BID) FORM**

**GREEN ROOF IRRIGATION SYSTEM MAINTENANCE  
FOR COMMUNITY SERVICES BUILDING  
AND HILLSIDE FAMILY RESOURCE CENTER**

5. Section 3: The undersigned has completed Form 1 (Section 3 Clause), Form 2 (Section 3 Business Concern Self-Certification), and Form 3 (Section 3 Contractor Assurance of Compliance and Action Plan) and attached them to this Quotation.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_  
name of firm

\_\_\_\_\_  
signature

\_\_\_\_\_  
official address

\_\_\_\_\_  
name (typed or printed)

\_\_\_\_\_  
city/state/zip code

\_\_\_\_\_  
title

\_\_\_\_\_  
voice/fax/email

\_\_\_\_\_  
date

NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(Prime Bidder)

State of \_\_\_\_\_ ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ of the party (a partner or officer of the firm, etc.) making the foregoing proposal or bid, that such proposal or bid is genuine, and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix bid price of affiant or of any other bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Milwaukee, 809 North Broadway, Milwaukee, Wisconsin, or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

That I have examined and carefully prepared this proposal from the specifications, and have checked the same in detail before submitting this proposal; that the undersigned is duly authorized to make this affidavit.

That pursuant to the requirements of Section 66.0901 of the Wisconsin Statutes attached and following this affidavit is a full and complete list of all subcontractors and the class of work to be performed by each that the bidder proposes to use.

\_\_\_\_\_

Signature of

Bidder if the bidder is an individual;  
Partner if the bidder is a partnership;  
Officer if the bidder is a corporation.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Notary Public, \_\_\_\_\_ County,

My commission expires \_\_\_\_\_, 2\_\_\_\_\_.

03/2004





**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE**

As used in this certificate the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing the certifications made herein shall remain applicable until completion of all nonexempt subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the Housing Authority of the City of Milwaukee, hereinafter referred to as Buyer:

- A. REPORTS:** Within thirty (30) days after Buyer's award to Seller of any subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100 entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein, unless Seller has either filed such report within 12 months preceding the date of award or is not otherwise required by law or regulation to file such a report.
- B. PRIOR REPORTS:** Seller, if he/she has participated in a previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a) (1) through (7)), or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
- C. CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.** A Certification of Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually). (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).
- D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from Buyer, Seller, if he/she has 50 or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his/her establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require his/her lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41.C.F.R. Sec. 60-1.40.
- E.** Seller certifies that he/she is not currently in receipt of any outstanding letters of deficiency, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

07/2014

1. The first part of the document is a list of names and addresses.

2. The second part of the document is a list of names and addresses.

3. The third part of the document is a list of names and addresses.

4. The fourth part of the document is a list of names and addresses.

5.

6. The sixth part of the document is a list of names and addresses.

7.

8.

9.

**BIDDER REFERENCES FORM**

Bidder/Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Bidders shall submit with their bids as references the names of at least three (3) owners/companies for whom they have performed services comparable to those required in this solicitation, preferably within the past year. THESE REFERENCES SHALL NOT INCLUDE PREVIOUS WORK WITH THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE OR TRAVAUX INC.

**OWNER/COMPANY NAME:** \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone/Fax/Email: \_\_\_\_\_

Describe Services Rendered: \_\_\_\_\_

Length of Contract: \_\_\_\_\_ Amount of Contract: \$ \_\_\_\_\_

**OWNER/COMPANY NAME:** \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone/Fax/Email: \_\_\_\_\_

Describe Services Rendered: \_\_\_\_\_

Length of Contract: \_\_\_\_\_ Amount of Contract: \$ \_\_\_\_\_

**OWNER/COMPANY NAME:** \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone/Fax/Email: \_\_\_\_\_

Describe Services Rendered: \_\_\_\_\_

Length of Contract: \_\_\_\_\_ Amount of Contract: \$ \_\_\_\_\_



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

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

HUD Form 5369-A (11/92)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Form HUD-5369-A (11/92)

10/10/10

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Engineering Department, University of Cambridge

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# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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



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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



**SUBCONTRACTOR UTILIZATION FORM**

Provide the name, address, telephone number, and class of work to be performed by each subcontractor as required in the Instructions to Bidders. This form should include all subcontractors, whether MBE/WBE/DBE/Section 3 or not. Reporting of Emerging Business Enterprises and Section 3 Businesses is addressed specifically and in more detail in Appendices 21(h) and 21(i).

**COMPANY NAME:** \_\_\_\_\_ **Certified M/W/DBE: Y N**

Company President: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ Telephone/Fax: \_\_\_\_\_

Class of Work: \_\_\_\_\_ IRS No.: \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **Certified M/W/DBE: Y N**

Company President: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ Telephone/Fax: \_\_\_\_\_

Class of Work: \_\_\_\_\_ IRS No.: \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **Certified M/W/DBE: Y N**

Company President: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ Telephone/Fax: \_\_\_\_\_

Class of Work: \_\_\_\_\_ IRS No.: \_\_\_\_\_

IF YOU DO NOT PLAN TO USE ANY SUBCONTRACTOR(S), PLEASE CHECK MARK HERE. \_\_\_\_\_

The Contractor shall not alter this list without the written consent of the Housing Authority.

\_\_\_\_\_  
Signature Title Date  
Company \_\_\_\_\_

**HOUSING AUTHORITY USE ONLY**

\_\_\_\_\_  
Name Title Date

The above personnel approved the subcontractors listed and reviewed the Federal listing of debarred/excluded parties in reference to each.

**COMPANY NAME:** \_\_\_\_\_ **Certified M/W/DBE: Y N**  
Company President: \_\_\_\_\_  
Company Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_ Telephone/Fax: \_\_\_\_\_  
Class of Work: \_\_\_\_\_ IRS No.: \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **Certified M/W/DBE: Y N**  
Company President: \_\_\_\_\_  
Company Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_ Telephone/Fax: \_\_\_\_\_  
Class of Work: \_\_\_\_\_ IRS No.: \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **Certified M/W/DBE: Y N**  
Company President: \_\_\_\_\_  
Company Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_ Telephone/Fax: \_\_\_\_\_  
Class of Work: \_\_\_\_\_ IRS No.: \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **Certified M/W/DBE: Y N**  
Company President: \_\_\_\_\_  
Company Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_ Telephone/Fax: \_\_\_\_\_  
Class of Work: \_\_\_\_\_ IRS No.: \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **Certified M/W/DBE: Y N**  
Company President: \_\_\_\_\_  
Company Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_ Telephone/Fax: \_\_\_\_\_  
Class of Work: \_\_\_\_\_ IRS No.: \_\_\_\_\_

**HOUSING AUTHORITY OF THE CITY OF MILWAUKEE (HACM)  
PRIME CONTRACTOR FORMAL CONTRACT PROVISIONS  
FOR SUBCONTRACTING WITH EMERGING BUSINESS ENTERPRISES**

**I. GENERAL**

A. The HOUSING AUTHORITY OF THE CITY OF MILWAUKEE (HACM) is its own Contracting Officer and shall make every feasible effort to ensure that Emerging Business Enterprises (EBEs) shall participate in all formal contract activities. EBEs include Minority-Owned Business Enterprises (MBEs), Women-Owned Business Enterprises (WBEs), Disadvantaged Business Enterprises (DBEs), Small Business Enterprises (SBEs), Veteran Owned Business Enterprises (VOBs), and other designations as determined by the source of contract dollars as explained below.

1. Where Federal (HUD) funding is involved, these provisions shall ensure MBEs and/or WBEs in accordance with Public Law 95-507 and 2 CFR 200.321. The target participation percentage is 20% or more or any combination thereof. MBEs and WBEs must be currently certified by race and gender-based certification program such as the State of Wisconsin Department of Administration (DOA), other Wisconsin government entities, or entities within the Federal Government.
2. Where Non-Federal funding is involved, the target participation percentage is 20% or more of MBE, WBE, DBE, EBE, SBE, VOB, or any combination thereof. These firms must be certified by a Wisconsin governmental entity.
3. Where mixed funding is involved, i.e. Federal (HUD) and Wisconsin Housing and Economic Development Authority (WHEDA), the target participation percentage is 25%, of which 20% must be MBE, WBE, or any combination thereof, and the remaining 5% may be any designation recognized by WHEDA (e.g. MBE, WBE, DBE, EBE, SBE, VOB)

B. This contract calls for:

- Federal (HUD) 20 % MBE, WBE, or any combination thereof subcontract participation.
- Non-Federal 20 % MBE, WBE, DBE, EBE, SBE, VOB, or any combination thereof subcontract participation.
- Mixed Funding (HUD and WHEDA) 25 % overall EBE subcontract participation, of which 20% must be MBE, WBE (HUD), or any combination thereof, and the remaining 5% may be any designation recognized by WHEDA (e.g. MBE, WBE, DBE, EBE, SBE, VOB) or any combination thereof.

C. The Prime Contractor shall prepare and submit timely and accurate EBE utilization forms and reports to HACM. The forms and reports shall include but not be limited to the following:

1. Form A: Prime Contractor Affidavit of Compliance (contractor's commitment to EBE percent participation)
2. Form B: Prime Contractor List of EBE Subcontractors
3. Electronic Vendor Compliance Reporting System: HACM's Electronic Vendor Compliance Reporting System at <https://hacm.diversitycompliance.com> (B2Gnow) will be utilized during the term of this contract. The Prime Contractor and its subcontractors must provide all necessary information, when requested, for account setup and shall report all payments in the system. In addition, the Prime Contractor and its subcontractors shall provide all required compliance data with respect to any applicable EBE requirements via the electronic system. The Prime Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Prime Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

Failure to submit the required forms and reports fully completed to HACM may result in actions, such as rejection of the bid or proposal, delay of payments, or other appropriate actions. Final contract payments shall not be made until final EBE subcontractor payment certification forms are on file with HACM.

D. During the performance of this contract, HACM reserves the right to conduct compliance reviews of the Prime Contractor and EBE subcontractors and require documentation that will indicate levels of compliance by the Prime

## HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

Contractor and EBE subcontractors. If a contractor is not in compliance with the specifications, HACM will notify the contractor in writing of the need to take corrective action. If the contractor fails or refuses to take corrective action as directed, HACM may take one or more of the following actions:

1. Terminate or cancel the contract, in whole or in part.
2. Recommend HUD debarment of the Prime Contractor from award of a Federally-funded contract.
3. Withhold payments on the contract.
4. Any other remedy available to HACM at law or in equity.

## II. DEFINITIONS

- A. *Disadvantaged Business Enterprise (DBE)* means a small business concern that is owned, operated, and controlled by one or more disadvantaged individuals. The disadvantaged individuals must have day-to-day operational and managerial control, as well as, interest in capital, financial risks, and earnings commensurate with the percentage of their ownership.
- B. *Disadvantaged Individual*, means a person who is a citizen or lawful permanent resident of the United States and who has experienced and who continues to experience substantial difficulty in achieving business-related success.
- C. *Minority Business Enterprise (MBE)*, means a small business concern that is at least fifty-one percent (51%) owned by one or more minorities (as defined below) and whose management and daily operations are controlled by one or more minority owners.
- D. *Minority*, means a person who is a citizen or a lawfully admitted permanent resident of the United States who is a member of one of the following groups:
  1. *Black Americans*, includes persons having origins in any of the Black racial groups of Africa.
  2. *Hispanic Americans*, includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
  3. *Native Americans*, includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  4. *Asian-Pacific Americans*, includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
  5. *Asian-Indian Americans*, includes persons whose origins are from India, Pakistan, and Bangladesh.
  6. *Hasidic Jewish Americans*; In conjunction with HUD and the community, recognized membership in this group will be addressed on a case-by-case basis.
- E. *Women Business Enterprise (WBE)*, means a small business concern that is at least fifty-one percent (51%) owned by one or more women and whose management and daily business operation are controlled by one or more women owners.
- F. *Minority/Women Business Enterprise (M/WBE)*, means a small business concern that is at least fifty-one percent (51%) owned by one or more minority women and whose management and daily business operations are controlled by one or more minority women owners.
- G. *Small Business Enterprise* means a business that is independently owned, not dominant in its field of operation, and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR Part 121 should be used to determine business size.
- H. *Joint Venture* shall be eligible under this program if the EBE or partners own at least fifty-one percent (51%) of the joint venture and share to an equivalent percent in the management responsibilities, risks, and profits of the joint venture, as well as being responsible for a clearly defined portion of the work performed.
- I. *Owned, Operated, and Controlled*, means a business that meets one of the following:

## HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

1. A sole proprietorship legitimately owned and controlled by an EBE.
2. A partnership or joint venture legitimately owned, operated, and controlled by disadvantaged individuals, minority individuals, or women who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise.
3. A corporation legitimately owned, operated, and controlled by one or more minority individuals or women, if applicable, who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation.

### III. EBE UTILIZATION REQUIREMENTS

#### A. MBE, WBE (Federal)

Twenty percent (20%) or more MBE and/or WBE participation. Note that MBE and/or WBE participation pertains to the base bid excluding specified allowances, but including, alternates and change orders. MBE and WBE commitments relative to contract award shall be based upon the approved Form B, "Prime Contractor List of EBE Subcontractors."

#### B. MBE, WBE, DBE, EBE, SBE, VOB (Non-Federal)

Twenty percent (20%) or more MBE, WBE, DBE, EBE, SBE, and/or VOB participation. Note that MBE, WBE, DBE, EBE, SBE, and/or VOB participation pertains to the base bid excluding specified allowances, but including, alternates and change orders. MBE, WBE, DBE, EBE, SBE and/or VOB commitments relative to contract award shall be based upon the approved Form B, "Prime Contractor List of EBE Subcontractors."

#### C. Mixed Funding (HUD and WHEDA)

Twenty-five percent (25%) or more overall EBE subcontract participation, of which 20% must be MBE, WBE (HUD), or any combination thereof, and the remaining 5% may be any designation recognized by WHEDA (e.g. MBE, WBE, DBE, EBE, SBE, VOB) or any combination thereof. Note that EBE participation pertains to the base bid excluding specified allowances, but including, alternates and change orders. EBE commitments relative to contract award shall be based upon the approved Form B, "Prime Contractor List of EBE Subcontractors."

#### D. The determination of an EBE shall be based on the following criteria:

1. The firms identified as EBE by the Prime Contractor on Form B, "Prime Contractor List of EBE Subcontractors," must be certified by one of the specified agencies prior to bid opening.
2. The Prime Contractor shall pay special attention to the area(s) specified as the business specialty by the applicant business in the certification application. New or expanded business specialties are subject to certification review by the certifying agency.
3. The Prime Contractor shall be credited for the entire expenditure to an EBE only if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the certified EBE.
4. The Prime Contractor shall be credited for the expenditure to an EBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters material for resale. Twenty-percent (20%) or less of the overall EBE participation goal may be expended for EBE suppliers that do not operate or maintain a store, warehouse, or other establishment in which the materials or supplies are kept in stock and regularly sold to the public in the usual course of business. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.
5. The Prime Contractor shall count toward the EBE participation goal only expenditures to EBEs that perform a commercially useful function in the actual work of the contract. EBEs are required to notify the SECTION 3 COORDINATOR in writing if they will further subcontract out work on the contract. SECTION 3 COORDINATOR shall be notified in writing of labor shortages, if any, affecting the contract work. The HACM CONTRACTING OFFICER OR DESIGNEE and SECTION 3 COORDINATOR will make the final

## HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

determination and evaluation of whether or not the firm is performing a commercially useful function on the contract.

6. The Prime Contractor shall be credited one hundred percent (100%) of expenditures to an EBE delivery service, hauler, or trucker of materials and supplies required on a job site, but not the cost of the materials and supplies.
  7. The Prime Contractor shall count toward the EBE participation goals only expenditures to EBEs that perform a commercially useful function in the actual work of the contract. The Prime Contractor is required to notify the HACM CONTRACTING OFFICER OR DESIGNEE if its EBEs will further subcontract out work on the contract. Credit will be given based on actual participation by the EBEs. Credit will not be given for work subcontracted by EBEs without prior approval from SECTION 3 COORDINATOR.
- E. The Form A, "Prime Contractor Affidavit of Compliance," must be submitted with the bid or proposal, indicating the appropriate EBE percent (%) participation.
- F. The Form B, "Prime Contractor List of EBE Subcontractors," may be submitted with the bid or proposal. The deadline date for receipt of the list by HACM is the third (3rd) business day following the date of the bid or proposal opening unless by special arrangement with SECTION 3 COORDINATOR. Revision to the initial list is due the second (2<sup>nd</sup>) business day following receipt of the initial list.
- G. Information on Form B shall include but not be limited to:
1. Each EBE subcontractor's name, address, telephone number, and authorized contact person(s) for the EBEs that will participate on the contract.
  2. A description of the scope of work to be performed by each EBE on the contract.
  3. Each EBE subcontractor's dollar values and corresponding percentages that the dollar values represent of the total contract amount.
  4. Listing of EBEs on Form B shall constitute a representation that the Prime Contractor has communicated directly with the EBEs listed, and agreed to the specified work and dollar values. If awarded the contract, the bidder or offeror shall enter into a written subcontract with each EBE for its portion of the work as indicated.
- H. Failure to submit an Affidavit of Compliance (Form A) may render the bid or offer non-responsive and could result in an award recommendation to the next apparent low bidder or offeror.
- I. Only EBEs that have been certified as such by the specified certification agency may be listed on Form B. The firms shall be counted towards the targeted percentage on this project. Directories of certified firms may be obtained from the specified certification agencies. Copies of EBE's certifications must be submitted with Form B.
- J. After execution of the contract, if for any reason, an EBE cannot perform the specified work, the Prime Contractor shall immediately provide the HACM CONTRACTING OFFICER with a written explanation detailing the reason, and including a request for approval from SECTION 3 COORDINATOR to substitute another certified firm or approval of an EBE if a replacement has been identified.
- K. Approval to delete or replace initial EBEs must be obtained from SECTION 3 COORDINATOR prior to making the deletion or replacement. Any difference in the cost occasioned by such substitution, deletion, or replacement shall be borne by the Prime Contractor.
- L. If the Prime Contractor has a problem in meeting the EBE goal or if any other issues relative to EBEs arise during the completion of this project, the Prime Contractor shall immediately inform the HACM CONTRACTING OFFICER in writing with a copy to SECTION 3 COORDINATOR detailing the issues.
- M. Certification as an EBE from programs other than from those agencies specified is neither accepted by HACM nor has any bearing whatsoever on the eligibility criteria established by the specified certification agencies.



**BIDDER/OFFEROR INSTRUCTIONS  
FOR COMPLETING EMERGING BUSINESS ENTERPRISES FORMS**

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**PRIME CONTRACTOR AFFIDAVIT OF COMPLIANCE (FORM A)  
PRIME CONTRACTOR LIST OF EBE SUBCONTRACTORS (FORM B)**

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Step 1:

Thoroughly review the “Prime Contractor Formal Contract Provisions for Subcontracting with Emerging Business Enterprises”

Step 2:

Note the type of business(es) targeted for participation on this project. See Article I, Paragraph A, on Page 1 of the Provisions (“This contract calls for...”). This section specifies the type of business(es) and the target participation percentage(s) for this particular contract.

Step 3:

On the Prime Contractor Affidavit of Compliance (Form A), fill in the subcontract percentage participation on the lines(s) that correspond to the type of targeted business(es) indicated at Article I, Paragraph A, on Page 1 of the Provisions.

For example, if the Provisions call for 20% MBE and/or WBE participation, you may indicate the following on the Affidavit of Compliance:

- A. MBEs at 20%; OR
- B. WBEs at 20%; OR
- C. MBEs at 10% and WBEs at 10% (or any combination of percentages totaling the overall target percentage).

Note that the Prime Contractor Affidavit of Compliance is a part of the bid or request for proposals and requires submission with the bid or proposal.

Step 4:

On the Prime Contractor List of EBE Subcontractors (Form B) list businesses that correspond to the type of targeted business(es) indicated at Article I, Paragraph A, on Page 1 of the Provisions. Provide copies of all EBE certifications on Form B.

Note: The Prime Contractor List of EBE Subcontractors (Form B) may be submitted with the bid or proposal but must be submitted within three (3) business days following the bid or proposal opening.

**Questions regarding EBE participation or reporting forms may be directed to:**  
**Gabriel DeVougas, Section 3 Coordinator, at (414) 286-2940 or gmdevou@hacm.org**

PRIME CONTRACTOR AFFIDAVIT OF COMPLIANCE
FOR PARTICIPATION IN THE HACM EMERGING BUSINESS ENTERPRISE PROGRAM

Official Notice # \_\_\_\_\_ Date: \_\_\_\_\_

Project Description: \_\_\_\_\_

The bidder/offeror's commitment for MBE participation on this project is \_\_\_\_\_%

The bidder/offeror's commitment for WBE participation on this project is \_\_\_\_\_%

The bidder/offeror's commitment for DBE participation on this project is \_\_\_\_\_%

The bidder/offeror's commitment for Other participation on this project is \_\_\_\_\_%

For Other, indicate type (e.g. EBE, SBE, VOB): \_\_\_\_\_

HACM may reject and disqualify any bid or proposal that does not include the Emerging Business Enterprise Program.
HACM may reject and disqualify any bid if the contractor fails to consider the "Prime Contractor Formal Contract Provisions
for Subcontracting with Emerging Business Enterprises."

The undersigned hereby states that he/she has not discriminated in any manner on the basis of race, sex, or national origin in
any manner in the preparation of the attached bid or proposal or in the selection of subcontractors or material suppliers for such
bid/proposal.

The undersigned acknowledges, understands, and agrees that submission of a bid or proposal shall commit the bidder or
offeror to comply with HACM's Emerging Business Enterprise Program, including the submittal of Forms A and B.

The undersigned also states that all the above information is true and correct to the best of his/her knowledge.

Company Name \_\_\_\_\_

Authorized Signature and Title \_\_\_\_\_

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who
acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said
company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public \_\_\_\_\_, State of \_\_\_\_\_, County of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**PRIME CONTRACTOR LIST OF EBE SUBCONTRACTORS**

Date Form B Submitted \_\_\_\_\_

Initial List/Date \_\_\_\_\_

Revised List/Date \_\_\_\_\_

**This form must be fully completed. The deadline for submission of this document to the HACM, by the Prime Contractor, is three (3) business days following the bid or proposal opening date, or with the bid or proposal.**

Official Notice # \_\_\_\_\_

Date: \_\_\_\_\_

Project Description: \_\_\_\_\_

Prime Contractor \_\_\_\_\_

Total Bid/Proposal Amount \$: \_\_\_\_\_

**Consult Article I, Paragraph A, on Page 1 of the Provisions to determine target subcontract percentage and targeted types of business(es) for this particular solicitation.**

MBE \$'s: \_\_\_\_\_ / % of Total Bid

DBE \$'s: \_\_\_\_\_ / % of Total Bid

WBE \$'s: \_\_\_\_\_ / % of Total Bid

Other \$'s: \_\_\_\_\_ / % of Total Bid

**List all proposed subcontractor(s) and material supplier(s) for this project. It is the bidder or offeror's obligation to obtain the appropriate EBE Participation. Copies of EBE certifications must be submitted with this form.**

Firm Name, Address, Phone, Email, and Contact Person	M B E	W B E	D B E	Other (indicate type)	Work to be Performed / Material Supplied	% of Total Bid or Proposal	Amount	Signature of EBE owner or representative needed to confirm all information herein

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## SECTION 3 PLAN

# HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

Approved by Board of Commissioners: January 13, 2016

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# SECTION 3 PLAN

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## **I. STATEMENT ON SECTION 3 PLAN**

This Plan is developed by the Housing Authority of the City of Milwaukee for the exclusive use of the agency, hereafter referred to as HACM, its contractors, subcontractors, bidders, developers, sub grantees, related affiliates or instrumentalities, partnering local government entities, and any other sub recipients of covered funding in partnership with HACM. The funding type and program/grant names may change over the years; however, the intent of this Plan is to encompass all applicable funding from the U.S. Department of Housing and Urban Development (HUD). All hiring and contracting must meet any conflict of interest requirements set forth in federal, state or local laws, regulations or policies and comply with internal HACM hiring policies.

## **II. BACKGROUND ON THE SECTION 3 REGULATION**

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to “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 toward 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.”

Consistent with 24 CFR Part 135, as a recipient of HUD Public Housing funding, the Housing Authority of the City of Milwaukee (HACM) requires compliance with Section 3 obligations on all contracts that make use of that assistance.

These policies are implemented regardless of the contract amount, whether it is designated as housing construction, housing rehabilitation, or other public construction project, or whether it is any other non-construction expenditure resulting from the use of covered operating funding, modernization funding, or development funding from HUD .

HACM works to ensure the provision of employment, training, contracting, and other economic opportunities to its residents and other low-income persons. In doing so, HACM utilizes Section 3 as a means of promoting stability and self-sufficiency to Section 3 Residents. Implementation procedures may be amended periodically by HACM to ensure that the Plan requirements are being met and/or to enhance efficiencies in obtaining compliance.

## **III. APPLICABILITY**

Section 3 requirements apply to all projects and activities funded in whole or in part with covered funds. If any HUD funding is used for the project/activity, then the entire project budget is subject to Section 3 regulations.

Section 3 requirements do not apply to projects and activities of HACM that do not receive any HUD funding, such as non-subsidized market rate developments owned by HACM.

Section 3 requirements do not apply to any agreement or contract for the purchase of supplies and materials only.



#### IV. DEFINITIONS

Please refer to the 24 CFR 135.5 for a full list of applicable definitions found in the regulation.

RECIPIENT: Any entity which receives Section 3 covered funding, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, Public Housing Authority, Indian Housing Authority, Indian Tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such recipient, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

CONTRACTOR: Any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

SUBCONTRACTOR: Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

NEW HIRES: Full-time employees for permanent, temporary or seasonal employment opportunities.

EMPLOYMENT OPPORTUNITIES GENERATED BY SECTION 3 COVERED ASSISTANCE: All employment opportunities generated by the expenditure of Section 3 covered funding (i.e. operating funding, Development funding, and modernization funding) and with respect to Section 3 covered housing and community Development funding, all employment opportunities arising in connection with Section 3 covered projects, including management and administrative jobs (including architectural, engineering, or related professional services and jobs directly related to administrative support of these activities) connected with the Section 3 covered project.

SECTION 3 RESIDENT: A Section 3 resident is:

- A. A public housing resident or Housing Choice Voucher holder; or
- B. An individual who resides in the metropolitan area in which the Section 3 covered assistance is expended, and is a low-income person or a very low-income person.

METROPOLITAN AREA: The metropolitan area means a metropolitan statistical area (MSA) as established by the U.S. Office of Management and Budget. For HACM, the MSA area determined by HUD is the "Milwaukee-Waukesha-West Allis MSA" which includes residents of the four-county area of Milwaukee County, Waukesha County, Ozaukee County and Washington County in Wisconsin.

LOW-INCOME PERSON: Families (including single persons) whose incomes do not exceed 80% of the median income for the area as determined by HUD.

Please refer to [www.huduser.org/portal/datasets/il.html](http://www.huduser.org/portal/datasets/il.html) for current, local Income Limit information.

- ❖ Select current year.
- ❖ Select "Access Individual Income Limit area"
- ❖ Select "click here for FY XXXX IL Documentation" (where XXXX is the current fiscal year)
- ❖ Select State & County

**VERY LOW-INCOME PERSON:** Families (including single persons) whose incomes do not exceed 50% of the median family income for the area as determined by HUD.

**SECTION 3 BUSINESS CONCERN:** A Section 3 business concern is one:

- A. That is fifty-one percent (51%) or more owned by Section 3 residents; or
- B. Whose permanent, full-time employees includes persons, at least 30 percent of whom are current Section 3 residents, or within three years of the date of first employment with the Section 3 business concern were Section 3 residents; or
- C. That provides evidence of a commitment to subcontract a minimum of 25 percent of the total contract award amount (including any modifications) to Section 3 business concerns that meet the requirements described in A or B. Example: If the Contract Amount is = \$1,000,000, contractor must subcontract at least 25% or \$250,000 to Section 3 business concern(s) as defined in A or B in this part.

**RESIDENT-OWNED BUSINESS (ROB):** As described in 24 CFR Part 963, a resident-owned business is a business concern owned and controlled by public housing residents. "Owned and controlled" means a business (a) at least 51% owned and operated by a public housing resident; and (b) whose management and daily business operations are controlled by one or more such individuals. If for a specific procurement, HACM decides to elect the alternative procurement process found in 24 CFR Part 963 limiting the solicitation only to ROBs, the ROB must also meet the additional eligibility and other requirements described in the regulations.

**SECTION 3 CLAUSE:** The contract provisions set forth in 24 CFR 135.38 which must be included in all Section 3 covered contracts and subcontracts.

**SECTION 3 COVERED ACTIVITY:** Any activity that is funded by Section 3 covered funding.

**SECTION 3 COVERED ASSISTANCE:** With respect to public housing authorities, Section 3 covered assistance means HUD assistance to which the obligation to provide training, employment, contracting, and other economic opportunities under Section 3 apply, including: (1) Public housing development assistance; (2) Public housing operating assistance; (3) Public housing modernization assistance; and (4) any other HUD funds, regardless of HUD program, utilized for the operation, modernization, or rehabilitation of public housing properties or developments as defined under statutes.

**SECTION 3 COVERED CONTRACT:** A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a "Section 3 covered contract."

**SECTION 3 COVERED PROJECT:** The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development funding.

**SECTION 3 JOINT VENTURE:** An association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business Concern:

- Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- Performs at least 25% of the work and is contractually entitled to compensation proportional to its work.

## V. SECTION 3 GOALS AND PREFERENCES

It is HACM's policy to achieve Section 3 goals by providing opportunities in one or more of the following areas:

### **A. Training and Employment Opportunities for Section 3 residents:**

When the Section 3 regulation is triggered by the need for new hires, HACM and its contractors and subcontractors will make every effort within their disposal and to the greatest extent feasible to attempt to hire Section 3 residents amounting to at least 30% of the aggregate number of full-time new hires .

When hiring opportunities are offered and all minimum requirements are met, HACM, contractors and subcontractors shall direct their efforts to hire Section 3 residents in the order of priority preference provided below:

1. Residents at the housing development or developments where the work is being performed (Category 1 residents).
2. Residents of other HACM public housing developments and holders of housing choice vouchers (Section 8 rent assistance) managed by HACM (Category 2 residents).
3. Participants in Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended (Category 3 residents).
4. Other Section 3 residents (Category 4 residents).

For the purposes of this Section 3 Plan, the term "preference" is to be given the legal definition of "prior right or precedence" in order to ensure that, at a minimum, 30% of all new hires are Section 3 Residents consistent with the above order of priority preference.

- For an example, if both a Section 3 Resident with a Category 1 preference and a Section 3 resident with a Category 4 preference meet at least the minimum requirements for a position, the Section 3 Resident with the Category 1 preference will be awarded the position.
- In the case that an objective standard is used to decide the qualifications of an applicant by means of some type of testing, a passing score should be decided upon prior to administering said test to any potential hire. A Section 3 Resident with a Category 1 preference with a minimum passing score should be awarded the position above a Section 3 Resident with a Category 4 preference with a higher score.

HACM shall submit this backup documentation to HUD as part of its regular semi-annual reports.

## **B. Contracting Opportunities for Section 3 business concerns:**

When the Section 3 regulation is triggered by the need for subcontracting a portion of the work to another business, HACM and its contractors and subcontractors will make every effort within their disposal and to the greatest extent feasible to attempt to subcontract:

- 1. Building Trades:** At least 10% of the total dollar amount of all Section 3 covered contracts or purchase orders for building trades work maintenance, repair, modernization or development of public housing to Section 3 business concerns.
- 2. Other contracts (non-building trades):** For other Section 3 covered contracts or purchase orders that are not building trades work covered above, the goal is to subcontract at least 3% of the total dollar amount to Section 3 business concerns. This includes professional service contracts such as legal, architects, engineers, consultants, or any other contract or purchase order for services that are not building trades work.

When contracting opportunities are offered and all requirements are met and remain equal, HACM, contractors and subcontractors shall direct their efforts to contract/subcontract with Section 3 business concerns in the order of priority preference provided below:

1. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses).
2. Business concerns that are 51 percent or more owned by residents of other public housing developments or developments managed by HACM or by holders of housing choice vouchers managed by HACM, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses).
3. Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).
4. Business concerns that are 51 percent or more owned by other section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs 1 and 2 above.

## VI. SELF-CERTIFICATION OF SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS

**In order to receive preference as a Section 3 business concern**, the business must self-certify that it meets the eligibility requirements. The eligibility requirements and the priority preference for Section 3 business concerns are described on page 9 of this Plan. HACM has developed self-certification forms for Section 3 businesses (Section 3 Form #2 on page 23).

**Section 3 business concerns** should also complete the online Section 3 self-certification that is included on the City of Milwaukee's Office of Small Business Development's online certification system. The website address for this system is <https://milwaukee.diversitycompliance.com>. Click on "Apply for Certification." You will need to create an account and have information on your business to self-certify. HACM, the City of Milwaukee, and prime contractors will use this list to help identify Section 3 businesses to use as possible contractors or subcontractors on various projects.

A Section 3 business concern seeking preference in contracting must submit evidence to demonstrate that it is a responsible firm and has the ability to perform successfully under the terms and conditions of the proposed contract. If asked, it also must provide evidence of its Section 3 status.

**In order to receive preference as a Section 3 resident**, the resident must self-certify that he/she meets the eligibility requirements. The eligibility requirements and priority preference of a Section 3 resident are described on page 6 of this Plan. HACM has developed self-certification forms for Section 3 residents (Section 3 Form #4 on pages 31-32).

**Section 3 residents** should also complete the online Section 3 self-certification that is included on the HACM website ([www.hacm.org](http://www.hacm.org)). This online list of Section 3 residents will be completed and operational in August 2015. This online Section 3 Resident list will be searchable by HACM and contractors to identify residents who are interested in employment and/or training opportunities.

A Section 3 resident seeking preference in employment must fulfill the requirements/qualifications of the sought position. If asked, he/she also must provide evidence of their Section 3 status (e.g., receipt of public assistance, address of residency, etc.).

HACM will also have a separate web page devoted to Section 3 opportunities where all forms, information including this plan, and the registries will be accessible. That information will be prominently listed on the Home page of the new HACM website that is expected in 2015.

It is important to note that all persons and/or business concerns are self-certifying their eligibility under Section 3 to HACM and to HUD, and that severe civil and/or criminal penalties apply for false certifications.

## VII. CONTRACTOR RESPONSIBILITIES IN MEETING SECTION 3 GOALS

All contractors are held to the same Section 3 compliance requirements of HACM as listed in Section V above (Section 3 Goals and Preferences). The HACM Section 3 Plan requires that when the Section 3 regulation is triggered by a need for new hires or by a need to subcontract a portion of the work, every effort within the contractor's disposal and to the greatest extent feasible must be made to direct all available employment, training and contracting opportunities to Section 3 residents and business concerns based on the priorities described in Section V.

Contractors must also proactively facilitate compliance with Section 3 in any Section 3 covered contract. Contractors will have fulfilled their responsibility when they can provide evidence that the following have occurred in the case of every hiring, contracting, solicitation and recruitment effort:

- A) Extra or greater efforts in notifying Section 3 residents of employment or contracting opportunities. This can occur through posting job openings: in HACM offices and housing developments; in the local media; on the HACM website; with the local workforce investment board and with local comprehensive Job Centers; and in mailings, flyers or other outreach to Section 3 residents.
- B) Conveying that the hiring/contract work is a Section 3 Covered opportunity in any advertisement for bids and proposals by placing the following language in each advertisement/public notice and website, **"This job/project is covered under the requirements of Section 3 of the HUD Act of 1968."**
- C) Notifying subcontractors in each pre-bid meeting of the Section 3 requirements;
- D) Incorporating the full HUD-mandated Section 3 clause directly into all contracts and subcontracts;
- E) Including the HACM Section 3 Plan in every Section 3 covered procurement and subcontract;
- F) Providing "Section 3 Resident Self-Certification Forms" for employment at the contractor/subcontractor business offices and allowing applications to be submitted at appropriate local locations;
- G) Encouraging the training of Section 3 residents by the subcontractors;
- H) Facilitating an opportunity or job fair for the contractor and subcontractor to meet interested Section 3 residents for possible employment. A list can be developed as a resource for contractors when seeking to hire Section 3 workers in the future;
- I) Facilitating an opportunity fair annually for small contractors to meet large prime contractors interested in bidding work awarded by HACM;
- J) Documenting actions taken to comply with Section 3 requirements including all results and impediments using the HACM prescribed reporting mechanism or form;
- K) Reporting on its efforts regarding Section 3 implementation using the HACM prescribed reporting mechanism or form;

- L) Refusing to award contracts to businesses or persons who have previously violated Section 3 requirements;
- M) Posting all job sites funded by HACM with a location or phone number of how to apply for any opportunities for employment, training or contracting. The sign should be no smaller than 24" x 24" in Black ink and should specifically read: **"This project is covered under Section 3 of the HUD Act of 1968 which requires that any new employment, training, and contracting opportunities be directed to low- and very low income persons in this community. Please contact (list the contact person name and number) for information on any employment and contracting opportunities."**
- N) All Section 3 covered procurements must be communicated to current and potential Section 3 contractors and residents as part of the bid process before final bids or applications are submitted to HACM and its contractors.
- O) Any contractor or subcontractor self-certifying itself as a Section 3 business concern must maintain that status throughout the life of the contract. Any change in status must be reported to the Section 3 Coordinator immediately.
- P) Where appropriate, breaking out contract work items into smaller scopes of work to facilitate participation by section 3 business concerns.
- Q) Exercising all efforts indicated below regarding notice, encouragement, and facilitation as indicated below.



<b>REQUIREMENTS</b> <i>Applicable to all awards and contracts REGARDLESS OF AMOUNT</i>	<b>ADDITIONAL INFORMATION</b>	<b>WHEN EXECUTED</b>
<p><b>NOTICE</b> – Extra or greater efforts must be undertaken to make the low and very low-income persons in the project area aware of the existence of the opportunity before it is filled with non-Section 3 persons or businesses. This means the notice <b>MUST</b> be given in multiple methods (See Part VII of this Plan for a list of methods) and documentation saved for audit purposes.</p> <p>As an example, contractors, subcontractors and developers cannot simply call their normal service providers and contractors for bids without including a host of notices to other low-income people, groups and organizations locally and beyond before committing to any contracts or potential contracts.</p> <p>Remember to keep every document and record demonstrating your efforts for audit and verification. If there are no records verifying the efforts made, it will be assumed there were none. The contractor, subcontractor and developer will also have access to the HACM Section 3 Business Concern and Resident Listings as indicated in Part VI above.</p>	<p>This applies to all contracts using Section 3 covered assistance from HUD and begins prior to the securing of the first contract service related to the proposed project, including professional services such as legal, architecture, engineering, consultants, etc.</p>	<p>Give notice to residents and businesses before or while soliciting bids/proposals/ employees</p> <p>Notice must be provided prior to the execution of any contracts via: publication, flyers, posters, social media, email, letters, web-postings and any other such method elected</p>
<p><b>ENCOURAGEMENT</b> – Contractors, subcontractors and developers must be able to document they did something to encourage low-income people, the businesses they own and the businesses that substantially employ them to apply for their opportunities before filling them with non-Section 3 people or businesses. This includes activities such as hosting opportunity fairs for contracting and employment, informational sessions on how to achieve Preference in consideration or other verifiable methods designed to enhance participation by these groups.</p> <p>HACM requires that contractors, subcontractors and developers review and consider the listings of self-certified Section 3 residents and business concerns both initially and if new opportunities open during the contract life. However, contractors, subcontractors and developers should also do other encouragement and outreach efforts to the extent that new Section 3 persons and businesses can be attracted and secured if qualified. There is no requirement to hire or contract any unqualified person or business.</p>	<p>These shall be in the form of: Opportunity Fairs, Meetings, Presentations, Inducements such as Transportation or Child Care Assistance, etc.</p> <p>Most importantly you must use the attached forms when bidding and you must often mention Preference during meetings</p>	<p>This is executed prior to every major contract and annually for all small purchases but definitely before awarding any contracts or employment</p> <p>It's important this be done early so the contracting phase can begin immediately after confirmation of award</p>
<p><b>FACILITATION</b> - Contractors, subcontractors and developers must be able to provide documentation in the form of actual signed agreements or commitments to contract and employment verification like payrolls or offers of employment they facilitated in compliance with the actual award of contracts and/or employment based on what opportunity was available.</p>	<p>Because there are various phases of contracting in a project, this step must be central to the award of contracts</p>	<p>This must be completed at every step in the contracting and employment phase from pre-award through the life of the project.</p>

As HACM does not execute subcontracts, HACM requires its general contractors to execute aggressive Section 3 subcontracting initiatives.

If the overall Section 3 goals above cannot be met by the contractor, other training and economic opportunities may be provided to Section 3 residents and business concerns as described in Section VIII of this Plan. However, these opportunities may be exercised only with prior written agreement of HACM and satisfactory documentation explaining why employment or contracting goals could not be met.

**Contractors and subcontractors are expected to do everything possible and feasible to ensure all opportunities are directed to HACM residents first, as described in Section V of this Plan.** This requirement includes all labor-regulated agreements with union contractors. Examples of such outreach include:

1. Notifying Section 3 residents of employment or contracting opportunities through a number of outreach efforts, including: postings in HACM offices and housing developments; in the local media; on the HACM website, with the local workforce investment board and with local comprehensive Job Centers; and in mailings, flyers or other outreach to Section 3 residents.
2. Review, consider, and actively reach out to the online Section 3 Resident List prior to making new hires. If those hired are not Section 3 Residents, or are in a lower preference category, the Contractor must explain in writing the qualifications that those on Section 3 Resident List and/or other higher preference Section 3 Residents lacked, or other reason for non-hire (e.g., job offer declined).
3. Holding informational meetings and/or job fairs for Section 3 residents and/or Section 3 contractors and subcontractors.
4. Ensuring that both the prime contractor and any subcontractors are appropriately implementing the priority preference for any new hires, as described in Section V (A) of this policy. For the purposes of this Section 3 Plan, the term “preference” is to be given the legal definition of “prior right or precedence” in order to ensure that, at a minimum, 30% of all new hires are Section 3 Residents consistent with the above order of priority preference.
  - For an example, if both a Section 3 Resident with a Category 1 preference and a Section 3 resident with a Category 4 preference meet at least the minimum requirements for a position, the Section 3 Resident with the Category 1 preference will be awarded the position.
  - In the case that an objective standard is used to decide the qualifications of an applicant by means of some type of testing, a passing score should be decided upon prior to administering said test to any potential hire. A Section 3 Resident with a Category 1 preference with a minimum passing score should be awarded the position above a Section 3 Resident with a Category 4 preference with a higher score.

Additionally, HACM expects that contractors shall, to the greatest extent feasible, ensure that Section 3 new hires work approximately the same number of hours as other new hires in similar positions on the project.

Contractors must submit with any bid or proposal the prescribed forms describing the implementation of Section 3, including:

- Section 3 Form 1: Section 3 Clause
- Section 3 Form 2: Section 3 Business Concern Self-Certification form (for prime contractor and subcontractors)
- Section 3 Form 3: Contractor Section 3 Assurance of Compliance and Action Plan

Contractors and subcontractors must keep on file all completed Section 3 Form 4: “Section 3 Resident Self-Certification and Skills Data” forms for any and all applicants for positions you are hiring for related to the HACM project and for all Section 3 new hires.

All contractors and subcontractors **MUST** review and consider the Section 3 Resident List provided by HACM prior to making new hires by promoting the job opportunities to qualified residents on the list. If those hired are not Section 3 residents, or are in a lower preference category, the Contractor must explain in writing to HACM the qualifications that those on the Section 3 Resident List lacked, or other reason for non-hire (e.g. job offer declined). This must be done **prior** to making the new hire.

For each new hire, a contractor will immediately complete a Section 3 Form 6—Contractor New Hire Report (page 35) and must attach required documentation for the review of the HACM Section 3 Coordinator. Contractors must report via the Section 3 Form 6—Contractor New Hire Report the following information to HACM regarding any new hires by contract or subcontract: (1) name of new hire; (2) position or title; (3) date of hire; (4) whether the new hire is a Section 3 resident; (5) which Section 3 priority preference category the Section 3 resident belongs to; (6) if the new hire is not a Section 3 resident or is a lower category Section 3 resident, the number of all Section 3 resident applicants passed over in favor of the non-Section 3 hire or the lower-category Section 3 hire.

In the absence of evidence to the contrary, a contractor that meets the minimum numerical goals set forth in Section V of this Plan (Section 3 Goals and Preferences) will be considered to have complied with the Section 3 Preference requirements.

Contractors will report actual Section 3 performance on the contract by submitting Form 5, Contractor Section 3 Reporting Form (pages 33-34).

In evaluating compliance under this part, a contractor that has not met the numerical goals set forth in Section V of this Plan has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. Contractors also can indicate other economic opportunities, such as those listed below, which were provided in its efforts to comply with Section 3 and the requirements of this part.

If a contractor has not adequately documented or justified their efforts to comply and why it was not feasible to meet numerical goals, HACM's Section 3 Coordinator will inform the contractor of the need to immediately cure the deficiency. Additionally, contractors should realize that non-compliance with Section 3 requirements by a contractor may be taken into account by HACM in any future bidding or procurements.

### **VIII. OTHER ECONOMIC OPPORTUNITES TO ACHIEVE CONTRACTOR COMPLIANCE**

If a HACM contractor can demonstrate that while it does have need or plans to subcontract or hire and has attempted, to the greatest extent feasible, to meet Section 3 hiring and contracting goals but still could not achieve the numerical goals, then the contractor may provide other economic opportunities to Section 3 residents and business concerns, consistent with 24 C.F.R. § 135.40, as follows:

- All contractors that have a need to hire as a result of the award of a Section 3 covered contract will be required to work with the HACM Section 3 Coordinator to identify an aggressive outreach effort to HACM residents and other Section 3 residents on the HACM Section 3 Resident listing.
- If a qualified Section 3 resident can be identified meeting all of the pre-employment requirements for the position, the contractor must hire them in the position that was needed/triggered by the contract. The contractor should use the priority preference categories as described in Section V of this Plan.
- In the event the contractor, by working with HACM's Section 3 Coordinator, cannot identify a qualified Section 3 resident from the listing, the contractor must exercise outreach outside of the registry into the service area by running employment ads, contacting other employment agencies that work with Section 3 residents like nonprofit organizations, job centers, shelters, transitional housing operators, and others.
- Similarly, all contractors that have a need to subcontract as a result of the award of a Section 3 covered contract will be required to work with the HACM Section 3 Coordinator to identify and outreach to qualified Section 3 business concerns. If a qualified Section 3 business concern can be identified, the contractor should enter into the subcontract. The contractor should use the priority preference categories as described in Section V of this Plan.
- Only after the contractors have fully exercised acceptable and verifiable efforts toward identifying and hiring qualified Section 3 persons or subcontracting to qualified Section 3 business concerns will they be allowed to provide other economic opportunities other than hiring or contracting.

If a contractor can demonstrate the above facts, then the contractor may offer other economic opportunities as follows:

- A. The contractor will provide to HACM a plan as to how it will offer other economic opportunities to Section 3 residents and business concerns. HACM will report in its semi-annual reports to HUD, the nature, extent and outcome of the other economic opportunities thus provided.

- B. HACM may not require a contractor to make a Section 3 Fund contribution in lieu of indirect participation, mentorship program participation, or other results-oriented economic opportunities.
- C. A contractor may provide one or several of the following "other economic opportunities" under this subsection:

**i. Training and Employment:** "Training and Employment" related opportunities will be designed to train and/or employ Section 3 residents. A detailed plan for training should be described in a written narrative and provided for HACM review. Contractors seeking to provide training may identify a qualified training firm that has the proper experience working with low-income and public housing residents in particular. The contractor may procure the training firm/individual at its expense to provide direct recruitment and solicitation to HACM residents for employment-related training. Verification of the agreement between the contractor and training firm/individual must be provided to HACM's Section 3 Coordinator.

**ii. Indirect Participation:** "Indirect Participation" allows a contractor to count a percentage of payments, made to Section 3 business concerns unrelated to a HACM contract for the purposes of calculating whether the contractor met Section 3 goals for that HACM contract. As an example of Indirect Participation, assume a company cannot meet contracting goals to Section 3 business concerns on the specific contract with HACM and has demonstrated such to HACM. However, they can contract with Section 3 business concerns for other work that is not chargeable to the HACM contract (e.g., cleaning of the main office of the prime contractor, work on a separate non-HACM contract, etc.). The Contractor may propose to hire Section 3 business concerns for non-HACM work that will count towards the achievement of Section 3 goals as "Indirect Participation."

**iii. Mentorship Program Participation:** "Mentorship Program" is a program designed to provide mentorship and/or training that benefit Section 3 residents or business concerns. The specific operation of "Mentorship Program Participation" is:

- a. Where HACM acknowledges the existence of Resident-Owned Businesses (ROBs) within its service area, identifies a need for or receives a request directly from that ROB for certain technical assistance;
- b. HACM, through its Section 3 Coordinator, will meet with the ROB owner(s) and determine exactly what their needs are relative to how it can grow and/or better manage its business;

- c. The Section 3 Coordinator will then meet with contractors that have expressed a desire to provide such technical assistance or training to such businesses; and
- d. HACM's Section 3 Coordinator will then request a meeting of all parties to discuss the expectations and service delivery design between both the contractor and ROB. Once the parties have agreed to a schedule for assistance/training to the ROB, the Section 3 Coordinator will formalize a schedule and agree to quantifiable goals and anticipated outcomes for the mentorship program.

**iv. Other Results-Oriented Economic Opportunities:** "Other Results-Oriented Economic Opportunities" are results-oriented and quantifiable programs designed to provide economic opportunities to Section 3 residents, including, but not limited to: Section 3 joint ventures or other economic opportunities. A contractor must submit to HACM a plan detailing these "Other Results-Oriented Economic Opportunities" and receive approval prior to implementation.

**v. Section 3 Fund:** Pursuant to the requirements of the Voluntary Compliance Agreement executed with HUD, HACM has created a fund specifically as a last resort when all other methods of meeting the numerical goals have been attempted to the greatest extent feasible by a contractor or sub-contractor, but the goals are still not met. HACM intends to leverage the use of this fund conservatively as it expects each contract it issues to comply fully with the Section 3 regulations and goals.

A contractor that has a need to hire or subcontract may not use HACM's Section 3 Fund to substitute for its obligation to comply with Section 3. However, a contractor that has demonstrated that it has attempted, to the greatest extent feasible, to meet Section 3 hiring and contracting goals but cannot meet the numerical goals may satisfy its Section 3 obligations by engaging in alternative means outlined above.

A contractor that can demonstrate that it was not feasible to meet the Section 3 contracting goal may provide other economic opportunities as described above or may contribute the difference between 10% of the covered contract amount (3% for non-construction related contracts) and the amount provided to Section 3 business concerns to HACM's Section 3 Fund. The amount contributed shall not exceed one hundred thousand dollars (\$100,000) for any one contract.

A contractor that can demonstrate that it was not feasible to meet the Section 3 hiring goal may contribute an amount of 3% of the total dollar amount of the contract for building trades work or 1% for other types of contracts to the Section 3 Fund. The amount contributed shall not exceed twenty thousand dollars (\$20,000) for any one contract.

## **IX. INTERNAL HIRING FOR HACM STAFF POSITIONS**

The hiring policy of the Housing Authority of the City of Milwaukee (HACM) is to hire the best-qualified applicants and extend equal employment opportunity practices to all qualified individuals. HACM will not discriminate on the basis of race, color, religion, sex, national origin, veteran status, disability, age, sexual orientation, or any other characteristic protected from discrimination by applicable federal, state or local law.

HACM complies with Section 3 of the Housing and Urban Development Act of 1968. To the greatest extent feasible, at least thirty-percent (30%) of the aggregate annual number of its internal new hires will be public housing residents, holders of Housing Choice Vouchers, and other Section 3 eligible persons. Priority preference will be given as described in Section V.A. of this Plan. See the Operating Procedures and the HACM Human Resource Policy for all of the HACM hiring practices and more detail.

## **X. COMPLAINTS**

This Plan is governed by the federal regulations set forth in 24 CFR Part 135 and any future changes thereto. Any Section 3 resident or business concern that feels that the Section 3 regulations were not complied with may file a complaint directly to the Assistant Secretary for Fair Housing and Equal Opportunity at the following internet address:

<http://portal.hud.gov/hudportal/documents/huddoc?id=958.pdf>

## **XI. COMPLIANCE MONITORING**

HACM will employ a direct employee or consultant skilled and equipped to manage the full compliance process including: staff and business regulatory and implementation training; payroll and pay application review and monitoring for triggering hires; and the reporting of all Section 3 activity on an on-going basis.

HACM will employ the use of a web-based Section 3 compliance software during the period mandated by the VCA with HUD to assist in monitoring all contract awards, as well as any and all hiring that triggers the regulation on those contracts, and to send notices of non-compliance immediately upon confirmation of the same. The software will also provide reports of all Section 3 activities, including contracting, employment & training and will assist with reporting to HUD via the annual reporting and the semi-annual reporting as required under the VCA.

HACM will require contractors and/or subcontractors to use the online reporting systems and will provide training on these reporting/monitoring systems.

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**Section 3 Form #1: SECTION 3 CLAUSE ACKNOWLEDGEMENT**

**Economic Opportunities for Low- and Very Low-Income Persons (Section 3, HUD Act of 1968; 24 CFR 135)**

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the 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 the 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.

I have read and understand these requirements of this Section 3 funded project:

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**Section 3 Form #2: SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM**

<p><b>Please return this form to the following address:</b></p> <p><b>Housing Authority of the City of Milwaukee</b>  <b>Purchasing Dept.</b>  <b>809 N. Broadway</b>  <b>Milwaukee, WI 53202</b>  <b>Phone: (414) 286-5892 Fax: (414) 286-5502</b></p> <p><b>Any questions regarding Section 3 or this form, please contact Gabriel DeVougas, Section 3 Coordinator at (414) 286-2940 or <a href="mailto:gmdevou@hacm.org">gmdevou@hacm.org</a>.</b></p>	<p><b>The City of Milwaukee's Section 3 Self Certification application is also available online. To complete the online registration, visit the website <a href="http://milwaukee.diversitycompliance.com">milwaukee.diversitycompliance.com</a></b></p> <p><b>For assistance completing the online application, please contact the Office of Small Business Development at Phone: 414-286-5553</b>  <b>Email: <a href="mailto:OSBDTraining@Milwaukee.gov">OSBDTraining@Milwaukee.gov</a></b></p>
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**Section 3 Business Criteria:** Your business is eligible for Section 3 Business Certification if it meets any one of the following criteria. Please note that the definition of Section 3 qualified person is on Section 3 Form #3, "Section 3 Resident Self-Certification Form."

- 1. Fifty-one percent or more of your business is owned by a Section 3 resident or residents.
- 2. Thirty percent or more of your permanent, full-time employees are Section 3 residents.
- 3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are fifty-one percent or more owned by public housing residents or (b) that has thirty percent or more of their permanent, full-time employees as public housing residents.

**Section 3 Business Certification Statement:** I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to the Housing Authority of the City of Milwaukee that all of the information on this form is true and correct. I understand that it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business concern status. I also understand that failure to complete this form completely and accurately may result in debarment or other administrative remedies available to HUD, and criminal or civil penalties under federal, state and local laws.

- My business is a Section 3 business in accordance with the standard checked above under Section 3 Business Criteria.
- My business is not a Section 3 business.

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

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**Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 1 of 6)**

**PART I-- Purpose:** To ensure that regulations promulgated under 24 CFR Part 135 “Economic Opportunities for Low- and Very Low-Income Persons” is met, HACM has developed and approved a Section 3 Plan for HACM. Information on specific compliance with Section 3 is found in HACM’s Section 3 Plan, or in the regulations at 24 CFR Part 135.

This form, along with all related required documents included, shall serve as the ‘assurance of compliance’ certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any Section 3 covered procurements.

Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contract Name/Solicitation #: \_\_\_\_\_

Total amount of Bid: \_\_\_\_\_

**PART II: PRIOR COMPLIANCE CERTIFICATION**

I am certifying that my business has complied with the HUD Section 3 regulations in its past HUD contracts/purchase orders .

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**PART III: IS SECTION 3 TRIGGERED BY THIS CONTRACT?**

**IF CONTRACTOR DOES NOT ANTICIPATE TRIGGERING THE SECTION 3 REGULATIONS, YOU MUST INITIAL BOTH BOXES BELOW:**

- I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.
- I do not anticipate subcontracting any portion of the work on this contract.

If you checked both of the above boxes, or your business does not anticipate subcontracting any portion of the work, skip page 26, proceed to page 27, and list all current payroll employees by trade name (example: Carpenter, Laborer, etc....) that will be compensated under the funding of the proposed HACM contract. Please also complete the remaining required columns (2 through 6) listed on page 27.

**IMPORTANT: IF THIS CHANGES AT ANY POINT DURING YOUR CONTRACT, you must immediately contact your HACM contract contact as well as the HACM Section 3 Coordinator.**



**PART V: WORKFORCE NEEDS AND HIRING PLAN**

**Preliminary Statement for Workforce Needs:** HACM intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and business concerns during the course of your contract funded by HACM via its contractors. Please list the status of all planned employment position and opportunities for this contract. **Preference for all opportunities must be given to low- and very low-income residents if they qualify. If awarded a contract, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute new hires. You are hereby notified that you must notify HACM or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. Anticipated workforce list may be provided on a separate sheet or in a different format and should contain anticipated hires for each contractor or subcontractor on the project.**

1. List Job Title/Trade	2. Total # of Employees Needed to complete Scope of Work by Job Title	3. Total # from Current Staff	4. Of the total # in column (3), how many are Section 3 Hires within the past 3 years?	5. Total # of New Hires Needed (Column 2 – Column 3)	6. Total # of New Hires expected to be Section 3 Residents
<b>TOTALS</b>					

*Use an additional sheet if required*

**% of Section 3 new hires to all new hires (Column 6 total divided by Column 5 total): \_\_\_\_\_ %**

**PART VI. OTHER REQUIREMENTS**

**Outreach Plan:**

Check all methods you will employ to hire Section 3 residents. Posting the position in community sources that are generally available to low-income residents and the general public is a standard requirement. Check the methods you will employ in your outreach effort:

- Mailings, emails or phone contacts with residents on the HACM Section 3 Resident List
- The local community newspaper(s)
- The most widely distributed newspaper
- HACM website
- Local Workforce Investment Board and local comprehensive job centers
- HACM offices, including housing developments, in a conspicuous location
- Homeless service agencies and other nonprofits serving low-income persons
- Posting in other local HUD-supported housing communities
- Other locations as approved by HACM
- Post notices on social media controlled by HACM

**Documentation of "To the Greatest Extent Feasible":**

The contractor will work with HACM Section 3 Coordinator and other designated staff to notify residents of any opportunities afforded under the contract. The contractor will partner with HACM by giving preference in any employment opportunities to the Section 3 persons or business concerns.

The contractor and subcontractor(s) shall recruit or attempt to recruit from HACM's Section 3 area, based on the priority order in HACM's Section 3 Plan, the necessary number of low-income and very low-income residents through documentation of their efforts and of any impediments to comply. HACM's contractors and subcontractors shall:

1. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise qualified and if a vacancy exists.
2. Review and consider the Section 3 Resident List provided by HACM prior to making new hires. If those hired are not Section 3 residents, or are in a lower preference category, the Contractor must explain in writing the qualifications that those on Section 3 Resident List or other higher preference category Section 3 applicants lacked, or other reason for non-hire (e.g. job offer declined) and provide this explanation to HACM.
3. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.
4. For subcontracting, review and consider the Section 3 Business Concern registry provided by HACM and/or do additional outreach to potential Section 3 businesses in the area of expertise needed for the project. Document all efforts at outreach to Section 3 businesses.



**Recordkeeping:**

The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from subcontractors, etc., in connection with this contract. For contracting, the contractor shall maintain on file all records related to subcontracting, including outreach efforts, bids or price quotes, documentation regarding why a Section 3 business concern was not used as subcontractor (e.g., reasons not qualified).

If there is a report that is needed as part of the submission, you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records to HACM, its staff, or agents or to HUD.

**Reports:**

The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

**Certification:**

The contractor will certify that any vacant employment positions, including training positions, that filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than Section 3 residents, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

**Other Economic Opportunities:**

If a contractor has demonstrated that it has attempted, to the greatest extent feasible, to meet Section 3 hiring and contracting goals but cannot, then the contractor may provide other economic opportunities to Section 3 residents and business concerns as described in the HACM Section 3 Plan. These opportunities must be described in a **written plan** on how the contractor will offer other economic opportunities. A contractor that has a need to hire or subcontract may not use other economic opportunities as a substitute to attempt to meet hiring or contracting goals; the contractor must still demonstrate how it attempted to the greatest extent feasible, to meet the goals.

**Grievance and Compliance:**

The contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/herself or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities, may file a grievance if efforts to the greatest extent feasible were not expended. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

**ATTESTATION:**

I attest that the above information is true and correct and that by signing below, the Contractor hereby agrees to comply with Section 3 requirements and to follow the Section 3 Action Plan above.

Name of Contractor: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Title of Authorized Officer: \_\_\_\_\_

Please check one of the following:

My Business is the:     Prime Contractor     Subcontractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

WITNESS REQUIRED

I, the undersigned a Witness hereby certify that, \_\_\_\_\_, who is named as \_\_\_\_\_ (Title) of \_\_\_\_\_ (Company) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as \_\_\_\_\_ (Officer Title), and with full authority, executed the same voluntarily for and as the act of said corporation.

Endorsed under my witness of the fore mentioned party's signature, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness' Printed Name

\_\_\_\_\_  
Witness' Signature



**Section 3 Form #4-- SECTION 3 RESIDENT SELF-CERTIFICATION AND SKILLS DATA FORM (Page 1 of 2)**  
**[THIS FORM NOT REQUIRED AT TIME OF BID/PROPOSAL SUBMISSION]**

The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

**Printed Name of Individual:** \_\_\_\_\_

**My home address is (must be a street address and NOT a P.O. Box number):**

Street Address \_\_\_\_\_ Apt Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

I certify that I am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident below:

**To qualify as a Section 3 Resident, you must meet one of the following standards:**

1. Be a public housing resident or a Housing Choice Voucher program participant (Section 8 rent assistance voucher) managed by HACM; OR
2. Be a low income or very low income person who resides in the Milwaukee-Waukesha-West Allis metropolitan statistical area (which includes Milwaukee County, Ozaukee County, Washington County, and Waukesha County) and whose total household income does not exceed the following amounts:

*Table of Adjusted Median Income for Milwaukee-Waukesha-West Allis metropolitan statistical area (effective 04/01/2020)*

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	\$46,950	\$53,650	\$60,350	\$67,050	\$72,450	\$77,800	\$83,150	\$88,550

(Check all that apply):

- I am a public housing resident (Name of housing development: \_\_\_\_\_)
- I am a Section 8 rent assistance participant with HACM (I have a Housing Choice Voucher)
- I live in the service area of the Housing Authority (Milwaukee, Waukesha, Ozaukee or Washington County)

My total annual household income is \$ \_\_\_\_\_ and there are a total of \_\_\_\_\_ people living in my household.

**Section 3 Form #4-- SECTION 3 RESIDENT SELF-CERTIFICATION AND SKILLS DATA FORM (Page 2 of 2)**  
**[THIS FORM NOT REQUIRED AT TIME OF BID/PROPOSAL SUBMISSION]**

Read & Speak English: Yes No  
 High School Diploma: Yes No      GED or HSED: Yes No  
 College, Trade, or Technical School diploma or certifications: Yes No  
 Please list degree or certifications : \_\_\_\_\_  
 Wisconsin Driver's License: Yes No      Commercial Driver's License (CDL): Yes No

Check the Skills, Trades, and/or Professions you have been employed in or contracted to do for others:

- Drywall Hanging    Drywall Finishing    Interior Painting    Framing    Welding
- HVAC                    Electrical                    Interior Plumbing    Siding    Metal/Steel Work
- Cabinet Hanging    Trim/Carpentry            Heavy Equipment Operator    Roofing
- Exterior Plumbing    Exterior Framing            Stucco    Concrete/Asphalt Work    Masonry
- Construction Cleaning    Landscaping            Fencing    Window/Door Replacement
- Customer Service    Receptionist            Teaching/Training            Personal Care Aide
- Sales                    Data Entry            Cleaning    Administrative/Clerical
- Lead abatement    Asbestos abatement            HAZWOPER
- Other \_\_\_\_\_
- Other \_\_\_\_\_

I am interested in:  **Training opportunities**     **Employment Opportunities**     **Both**

I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to the Housing Authority of the City of Milwaukee that all of the information on this form is true and correct. I attest under penalty of perjury that my total household income and household size is as shown above, and that proof of this information may be requested in the future. 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 also understand that failure to complete this form completely and accurately may result in other administrative remedies available to HUD. Finally, I authorize the Housing Authority to include my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Section 3 Form #5: CONTRACTOR SECTION 3 REPORTING FORM (page 1 of 2)**

**[THIS FORM NOT REQUIRED AT TIME OF BID/PROPOSAL SUBMISSION]**

Name of Business: \_\_\_\_\_

Contract Name/Solicitation #: \_\_\_\_\_

Period of Report: \_\_\_\_\_

**A. CONTRACTING/SUBCONTRACTING:**

List all actual subcontractors and amounts below. Attach a Section 3 Business Concern Self-Certification form for each Section 3 Business identified.

Subcontractor Name	Work performed (Building trade or other type of work)	Is it a Section 3 Business? Yes/No	Contract Amount	% of Total Contract

*Use an additional sheet if required*

**Total of actual subcontracts to Section 3 Business Concerns:** \$ \_\_\_\_\_

**Total amount of bid/contract:** \$ \_\_\_\_\_

**Percentage of total \$ value of bid/contract to Section 3:** \_\_\_\_\_ %

**Section 3 Form #5: CONTRACTOR SECTION 3 REPORTING FORM (page 2 of 2)**

[THIS FORM NOT REQUIRED AT TIME OF BID/PROPOSAL SUBMISSION]

**B. WORKFORCE NEEDS AND HIRING**

**Please complete the following table of information for all new hires that were hired and paid under the contract during the period, including those that are not Section 3 residents.**

1. List Job Title/Trade	2. Name of New Hire	3. Section 3 Resident (Yes/No)	4. Category of Section 3 Resident (Category 1-4)	5. Total Number of Hours Worked
<b>TOTALS</b>				

**Total # of new hires working on contract:** \$ \_\_\_\_\_

**Total # of Section 3 new hires working on contract:** \$ \_\_\_\_\_

**Percentage of Section 3 new hires** \_\_\_\_\_ %



**Section 3 Form #6: CONTRACTOR NEW HIRE REPORTING FORM**

**[THIS FORM NOT REQUIRED AT TIME OF BID/PROPOSAL SUBMISSION]**

Contractors must immediately report the following information to HACM regarding every new hire on the contract or **subcontract for the project**:

(1) Employer: \_\_\_\_\_

(2) Name of new hire \_\_\_\_\_

(3) Position or title: \_\_\_\_\_

(4) Start date of new hire: \_\_\_\_\_

(5) Is the new hire a Section 3 resident (Yes/No): \_\_\_\_\_

(6) Which Section 3 priority preference does this Section 3 new hire fall under (Category 1-4)—see below: \_\_\_\_\_

1. Residents at the housing development or developments where the work is being performed (Category 1 residents).
2. Residents of other HACM public housing developments and holders of housing choice vouchers (Section 8 rent assistance) managed by HACM (Category 2 residents).
3. Participants in Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended (Category 3 residents).
4. Other Section 3 residents (Category 4 residents).

(7) If the new hire is not a Section 3 resident or is a lower category Section 3 resident, how many Section 3 resident applicants were passed over in favor of the non-Section 3 hire or the lower-category Section 3 hire? \_\_\_\_\_

(8) Contractor/subcontractor must attach documentation to explain in writing the qualification or qualifications that those that were not hired lacked, or other reason for non-hire (for example, job offer declined)

*Use an additional sheet if required*

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